Capital Development Board

Building a Better Illinois

STANDARD DOCUMENTS FOR PROGRESSIVE DESIGN-BUILD PROJECTS

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PREFACE

These Standard Documents for Progressive Design-Build Projects (SD-PDB) apply to all Capital Development Board (CDB) progressive design-build projects. CDB's progressive design-build projects are authorized under the Progressive Design-Build Pilot Program Act (30 ILCS 538). This Act does not negate the need to follow all other legislation regarding the administration of public construction contracts to which CDB is subject. This legislation includes but is not limited to the Illinois Procurement Code (30 ILCS 500), the Illinois Prevailing Wage Act (820 ILCS 130), the Illinois Works Jobs Program Act (30 ILCS 559), and others.

This document is part of the contract for any progressive design-build project administered by CDB.

DEFINITIONS

Act. Act means the Progressive Design-Build Pilot Program Act (30 ILCS 538).

Change Order. A change order is a written change in a contract term other than as specifically provided for in the contract which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time of completion. Amendments to the PDB contract that provide for additional scopes of work may also be referred to as change orders or amendments.

Chief Procurement Office. Chief Procurement Office means the offices to which the chief procurement officers are appointed pursuant to Section 10-20 of the Illinois Procurement Code.

Contract Documents. Contract Documents include:

A. RFQ and any addenda
B. Standard Documents for Progressive Design-Build Projects
C. Design and Construction Manual for Progressive Design-Build Projects PDB entity's Statement of Qualifications as accepted by CDB
D. Progressive Design-Build Contract including all appendices and exhibits
E. Approved DHR PC-2 Forms (CDB 00 41 04)
F. Approved MBE/WBE/PBE/VBE Utilization Plans
G. Specified Insurance
H. Performance Bond
I. Labor & Material Payment Bond
J. Approved Change Orders/Amendments
K. Financial Interests Disclosures and Certifications

Day. Unless otherwise specified, a day shall be considered a calendar day.

Design Professional. Design Professional means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that offers services under the Illinois Architecture Practice Act of 1989, the Professional Engineering Practice Act of 1989, the Structural Engineering Practice Act of 1989, or the Illinois Professional Land Surveyor Act of 1989.

Evaluation Criteria. Evaluation Criteria means the requirements for the selection process as defined in the Act and may include the specialized experience, technical qualifications and competence, capacity to perform, past performance, experience with similar projects, assignment of personnel to the project, and other appropriate factors. Price may not be used as a factor in the evaluation of progressive design-build.

Fabricator. A Fabricator is a party that assembles specified material and equipment off-site for a non-standard manufactured product to be incorporated into the work.

Guaranteed Maximum Price (GMP). GMP is the maximum payment amount agreed upon by CDB and the PDB entity to finish all remaining design, preconstruction, and construction activities sufficient to complete and close out the scope of work for which the GMP was established.

Issued for Construction Documents. Issued for Construction Documents are the final set of plans prepared by the PDB entity used to construct the project.

Owner Project Requirements (OPRs). This includes the requirements for the public project, including, but not limited to, the intended usage, capacity, size, scope, quality and performance standards, and other programmatic criteria that can be reasonably inferred and are suited to allow a progressive design-build entity to develop a proposal.

Owners Representative (OR). OR is the entity under contract with CDB to provide construction support services as required by CDB. The PDB entity will be required to coordinate design and construction with the OR at CDB's discretion. CDB may delegate any responsibility it has under this Agreement to the OR.

PDB Architect Engineer (A/E), Designer of Record (DOR), or Architect of Record (AOR). The A/E, DOR, or AOR is the professional design firm employed by or a part of the PDB entity.

Pre-Construction Documents. Pre-Construction Documents include drawings and the project manual prepared by the PDB entity and approved by CDB for the purpose of establishing the scope of work and GMP Proposal.

Progressive Design-Build (PDB). PDB is a project delivery process in which both the design and construction of a project are procured from a single entity, where bridging activities are internal to the team that is selected through a qualifications-based selection at the earliest feasible stage of the project.

Progressive Design-Build (PDB) Contract. PDB contract means a contract for a public project under the Act between the State construction agency and a progressive design-build entity to furnish architecture, engineering, land surveying, and related services as required, and to furnish the labor, materials, equipment, and other construction services for the project. A progressive design-build contract may be conditioned upon subsequent refinements in scope and price and may allow the State construction agency to make modifications to the project scope without invalidating the progressive design-build contract.

Progressive Design-Build (PDB) Entity. PDB entity means any individual, sole proprietorship, firm, partnership, joint venture, corporation, professional corporation, or other entity that proposes to design and construct any public project under the Act. A progressive design-build entity and associated progressive design-build professionals shall conduct themselves in accordance with the laws of this State and the related provisions of the Illinois Administrative Code, as referenced by the licensed design professionals Acts of this State. Also known as PDB entity or PDBE.

Proposer or Submitter or Offeror. Proposer or Submitter or Offeror means a PDB entity submitting in response to an RFQ for PDB services.

Provide. Unless otherwise defined by the contract documents, provide means to furnish and install.

Subcontractor and Suppliers. A subcontractor is any individual, firm, partnership, corporation, joint venture or other entity, other than the PDB entity, who furnishes any goods or services of any kind under a subcontract entered into with the PDB entity. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a design consultant, a subcontractor and a supplier. In those cases, a design consultant is a business entity that provides services under the Illinois Architecture Practice Act of 1989 (225 ILCS 305/), the Professional Engineering Practice Act of 1989 (225 ILCS 325/), the Structural Engineering Licensing Act of 1989 (225 ILCS 340/), or the Illinois Professional Land Surveyor Act of 1989 (225 ILCS 330/). A subcontractor is a business entity that has responsibility for a portion of the work that includes on-site installation labor. Suppliers are business entities that furnish only goods produced off-site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.

Statement of Qualifications (SOQ). SOQ means the qualifications-only submission provided by a submitter, proposer, or offeror in response to the RFQ. An SOQ shall not contain pricing, fees, cost opinions, or any other commercial terms.

Request for Qualifications (RFQ). RFQ means a document issued by the State construction agency to solicit qualifications from proposers in accordance with the progressive design-build project delivery method.

Response Action Contractor. Response Action Contractor is defined in the Commercial and Public Building Asbestos Abatement Act (225 ILCS 207/15) and is identified in all documents as the entity that engages in response action services.

Response Action Services. Response Action Services means the service of designing and conducting removal, encapsulation, enclosure, repair, or operations and maintenance of friable asbestos containing building materials, inspection of public or commercial buildings, and inspection of asbestos containing materials. The term does not include the design or conducting of response actions that involve removal or possible disturbance of an amount of asbestos containing building material comprising less than 3 square feet or less than 3 lineal feet of other friable asbestos containing building material.

State Construction Agency. State construction agency means the Capital Development Board.

Work. The work comprises the complete design and construction required by the contract documents and includes all necessary labor to produce such design and construction and all materials and equipment incorporated or to be incorporated in such construction.

00 21 00 INSTRUCTIONS FOR PROCUREMENT

00 21 05 PREQUALIFICATION

.1 Responsibility. Prequalification of the individual members of the PDB entity and its team members (e.g. major subcontractors and design consultants), based upon a responsibility determination by Capital Development Board (CDB) in favor of the Entity, Contractor, or A/E firm, is a condition for submitting in response to a PDB RFQ. The RFQ will indicate which members of the team must be prequalified. Prior approval (prior to initial RFQ submittal) must be received from CDB to include contractors and/or A/E firms with a modified, limited, or conditional prequalification status. Refer to Paragraph 00 51 20.2(A)(1).

A. Being a responsible contractor includes, among other things, participating in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

B. Major subcontractor means any entity that will perform any of the 5 subdivisions of work defined in Section 30-30 of the Illinois Procurement Code (General, Plumbing, Heating, Ventilation, Electrical). Major subcontractors must be prequalified.

C. Any entity performing architectural, engineering, and land surveying professional services must be prequalified.

.2 Determination. Prequalification for those firms required to be prequalified must be in place as of the date the initial Statement of Qualifications is due and also must be valid as of the date the contract is signed. Application forms are available from CDB offices or electronically from CDB's internet site at http://cdb.illinois.gov. Instructions in the application form state the lead times that should be allowed for the determination of responsibility and issuance of prequalification status. It is the individual firm's responsibility to submit applications timely. Generally, an applicant should allow at least 45 calendar days for the processing of an application.

.3 Performance. In addition to the Article on CDB's Rights and Responsibilities, CDB may periodically evaluate the performance and responsibility of the PDB entity and may suspend or otherwise modify the PDB entity's prequalification in accordance with the CDB Rules on Prequalification (44 Ill. Adm. Code 950, 980, 990, and 995). This may occur at any time prior to or after award of the contract. Suspension or modification of prequalification may also result in termination of contracts in progress, recission of pending awards, or rejection of pending Statement of Qualifications, bids, or other proposals.

A. If the prequalification of any major subcontractor or member of the design team is suspended or modified before award, CDB may reject the PDB entity's Statement of Qualifications.

B. If the prequalification of any major subcontractor or member of the design team is suspended or modified after award, CDB may request the PDB entity to provide a suitable replacement.

.4 **Suspension or Modification of Prequalification.** Suspension or modification of the PDB entity's prequalification may be imposed for any reason stated in CDB Rules, including but not limited to one of the following:

A. Failure to satisfactorily perform work.

B. Breach of CDB contract terms.

C. Making false or misleading statements.

D. Failure to correct defective work or punch list work.

E. Violation of civil or criminal federal or State statutes or administrative rules and regulations.

.5 **Department of Human Rights.** Submitters (the PDB Entity and its team members) shall be registered by the Illinois Department of Human Rights (DHR) or have an application (DHR Form PC-1) pending and not be subject to a DHR Order of Noncompliance. For information regarding Illinois equal employment opportunity requirements, contact DHR.

.6 **Secretary of State.** Submitters (the PDB Entity and its team members) must be in "Good Standing" with the Secretary of State at the time initial Statements of Qualifications are due. Submitters should verify their status with the Secretary of State periodically by contacting the Department of Business Services with the Secretary of State. Any assumed or "doing business as" names must be registered with the Secretary of State at the time of contract award.

00 21 16 INSTRUCTIONS TO OFFERORS

.1 **Standard Documents for Progressive Design-Build Projects.** This document, the Standard Documents for Progressive Design-Build Projects (SD-PDB), is an essential and integral part of the RFQ and contract documents. Unless specifically modified in the RFQ, the terms and conditions herein shall be part of the contract and binding on the submitter.

.2 **Advertisement.** Requests for Qualifications (RFQ) are published in CDB's volume of the Illinois Procurement Bulletin, which may be accessed on CDB's internet site at **http://cdb.illinois.gov**. CDB reserves the right to cancel all or any part of an RFQ.

.3 **Subcontractors and Suppliers**

A. **General**. Except where otherwise specified, the Submitter may subcontract any part of the work. No work may be subcontracted to any contractor whose status as a contractor has been suspended by CDB or any other agency, board, or department of the State of Illinois at the time of the execution of the subcontract.

B. **Subcontract Obligations**. All work performed by a subcontractor or supplier of any tier shall be pursuant to an appropriate agreement between the PDB entity and subcontractor or supplier and lower tier subcontractors and suppliers which specifically binds the subcontractor or supplier of any tier to the applicable terms and conditions of the CDB contract documents for the benefit of CDB. To comply with this requirement, subcontracts and purchase orders should state "terms and conditions of CDB's contract with the PDB entity shall apply to this agreement and are hereby incorporated by reference." The PDB entity shall make all such contract documents available to the subcontractor or supplier.

C. **Subcontract/Supplier Disclosure.** The PDB entity shall submit with its Statement of Qualifications the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number), if known, of all first tier subcontractors and suppliers with a subcontract value greater than $100,000 to be utilized by the PDB entity in the performance of this contract and any lower tier subcontractor/supplier with a subcontract value greater than $100,000 and where the subcontractor/supplier is either named in the specifications or is one over whom the PDB entity retains the right to approve and/or make payments for work. The subcontract shall include reference for compliance with Illinois Procurement Code (30 ILCS 500/20-120). Financial and Conflict of Interest disclosures and Standard Certifications for each subcontractor over $100,000 must be submitted to CDB by the PDB entity within 20 days of the execution of a contract with CDB or 20 days of the execution of the subcontract, whichever is later. The PDB entity shall promptly notify the State in writing of any additional or substitute subcontractors meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount, and CDB ID numbers). Upon request by the CPO, the PDB entity shall provide CDB a copy of each subcontractor's subcontract. No work can be performed by these subcontractors until the Certifications and Disclosures have been reviewed and approved by the State Purchasing Officer.

D. **Oversight.** The PDB entity shall oversee all of its subcontractors. The PDB entity shall provide a superintendent as required by Paragraph 00 72 40.12 to supervise all work.

00 21 40 CONTRACT ADMINISTRATION FEE

.1 **Applicability**. A PDB entity that enters into a contract with CDB will be assessed a contract administration fee (CAF) up to three percent (3%) of their awarded contract amount. The PDB entity shall include an allowance for the CAF assessment when submitting its GMP(s).

.2 **Payment**. Payment of the CAF shall be in accord with Paragraph 01 29 76.2.

.3 **Change Orders**. If the CAF is increased by a change order, the PDB entity will bill the increase in CAF on the first pay request after approval of the change order and send the CAF check to CDB Fiscal before submitting the next pay request.

00 21 55 USE OF ILLINOIS LABOR

.1 The Employment of Illinois Workers on Public Works Act mandates that during a period of excessive unemployment at least 90% of the total labor hours on State construction projects must be performed by persons who have resided in Illinois for at least thirty (30) days and intend to become or remain Illinois residents. (30 ILCS 570/3). 'A period of excessive unemployment' means any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. (30 ILCS 570/1).

.2 The PDB entity is required to incorporate the above provisions into all subcontracts for subcontractors who will have workers at the project site.

.3 To verify that this requirement is being met, the PDB entity must submit certified payroll forms to the Illinois Department of Labor (IDOL) for themselves and their subcontractors each month for the duration of the contract/subcontract.

A. The certified payroll form(s) must include the name and address of each worker on the project site during the time period covered by the form.

B. For subcontractors, the PDB entity will include the beginning and ending dates of the subcontract on the certified payroll form.

C. If certified payroll forms are not submitted timely, payment may be reduced or withheld until certified payroll submittals are brought up to date.

D. A transcript from IDOL is generated upon submission of certified payroll records to IDOL. Contractors are required to submit IDOL certified payroll transcripts for themselves and their subcontractors to CDB on a monthly basis.

.4 The PDB entity may receive an exception from this requirement by submitting a request and supporting documents to CDB's Fair Employment Practices Unit certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must:

A. be submitted to CDB within the first quarter of the contract term;

B. provide sufficient support that demonstrates the exception is met;

C. be signed by an authorized signatory of the Contractor; and

D. be approved by CDB.

00 21 60 JOINT VENTURES

.1 **General**. Two or more prequalified contractors and/or A/E firms may submit as a joint venture. CDB will require disclosure of the contractual arrangement between the members of the joint venture with the initial submittal. The joint venture documents shall identify the consent of surety and insurance underwriters to bond and insure the joint venture in accordance with the requirements of the RFQ.

.2 Each joint venture partner shall submit evidence satisfactory to the CDB that it has the authority to participate in the joint venture.

00 25 00 PRE-PROPOSAL MEETINGS

.1 **Notice.** CDB may schedule a pre-proposal meeting prior to the submittal date for the Statements of Qualifications. Notice of the time and location will appear in the RFQ. Attendance at the pre-proposal meeting may be mandatory when specified in the RFQ.

.2 **Site Examination at Conference**. Certain project locations, particularly correctional centers, may have restricted access for pre-proposal examinations. It shall be each submitter's responsibility to attend the pre-proposal conference to examine the site and arrange for any subsequent examinations.

00 42 00 STATEMENT OF QUALIFICATIONS DOCUMENTS

00 42 10 STATEMENT OF QUALIFICATIONS PREPARATION

.1 Statement of Qualifications shall be submitted pursuant to instructions provided in the RFQ. Statement of Qualifications shall be submitted on CDB's forms. The submitter shall not make changes in the standard forms provided by CDB. The submitter shall fill in all relevant blank spaces in ink or type, not in pencil.

.2 CDB does not require, request, or encourage the use of exclusivity agreements with prospective team members. Firms are free to identify and engage potential team members without any expectation of exclusivity from CDB, except as otherwise provided in the RFQ.

.3 **Contract terms**. By submitting qualifications, the PDB entity agrees to accept all of CDB's contract terms without qualification except as outlined as an exception below.

.4 **Statement of Qualifications**

A. The RFQ may ask offerors and their potential subcontractors to submit information including, but not limited to, the following: experience of personnel; successful experience with similar project types; experience with successful completion of similar projects; financial capability; timeliness of past performance; experience with personnel for the duration of the project and qualifications of the entity's consultants; ability or past performance in meeting or exhausting good faith efforts to meet the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act; plan for achieving project goals for participation of minority-owned business enterprises, women-owned business enterprises, persons with disabilities-owned business enterprises, and veterans-owned business enterprises; the design team's approach to program analysis and schematic design; record of budget adherence on recently completed projects; demonstration of past innovation in meeting scope and performance criteria on past design-build projects; completeness of the overall project team; collaborative experience of the team members; and any other relevant criteria as deemed necessary by CDB for a proper qualifications review. Following the review, evaluation, and rating of these Statement of Qualifications, CDB will select at least two (2), but no more than six (6) offerors, for interviews with the selection committee.

B. Statement of Qualifications shall be submitted electronically through the CDB bidding platform in the quantity and at the time and place required by the RFQ.

C. After the Statement of Qualifications has been submitted, a PDB entity shall not replace, remove, or otherwise modify any firm identified as a member of the proposer's team unless authorized to do so by CDB.

5. **Statement of Qualifications Submittal Process.** All Statements of Qualifications shall be submitted as prescribed in the RFQ, or as otherwise specified by CDB.

6. **Exceptions.** If the offeror takes exception to any of the requirements specified in the RFQ, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit would accrue to CDB. All exceptions to the RFQ requirements and the supporting rationales shall be included in an addendum to the Statement of Qualification and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the RFQ. (The Addendum does not have a page limitation but shall only include information relevant to exceptions taken to the RFQ requirements). CDB will assume an offeror takes no exceptions to any RFQ requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that RFQ requirements are not necessarily negotiable and such exceptions may render an offeror's Statement of Qualifications unacceptable and ineligible for award.

7. **Withdrawal.**

A. Prior to evaluation, qualifications may be withdrawn by a PDB entity for any reason.

B. After evaluation begins by the State, the PDB entity must provide clear and convincing evidence of error to withdraw its qualifications.

C. The PDB entity must submit a written request to withdraw the Statement of Qualifications with an explanation of the reasons why the Statement of Qualifications is being withdrawn.

D. Excessive withdrawals may affect prequalification or be a negative factor in future Statement of Qualifications evaluations.

00 42 15 SIGNING STATEMENT OF QUALIFICATIONS

.1 **Signatures**. Signatures on Statement of Qualifications form(s) and security are required.

.2 **Authorized Person.** All Statement of Qualifications documents shall be signed by a person authorized to bind the PDB entity to a contract. The legal name of the PDB entity (sole proprietorship, a corporation, partnership, joint venture, etc.) shall be stated. The name and title of the individual signing the documents shall be typed or printed below their signature, and the signature shall be made under penalty of perjury by an authorized officer or employee on behalf of the PDB entity.

.3 **Surety Agreement.** The submitter represents that a surety company has agreed to issue bonds required by the RFQ and Standard Documents for Progressive Design-Build Projects for the work if the Statement of Qualifications is accepted by CDB.

00 43 00 SUPPLEMENTAL STATEMENT OF QUALIFICATIONS REQUIREMENTS

00 43 26 FIRM COMMITMENT AND SUBSTITUTION

.1 **Firm Commitment.** After qualifications have been submitted, a PDB entity shall not replace, remove, or otherwise modify any firm identified as a member of the proposer team unless authorized in writing to do so by CDB.

.2 The PDB entity shall assign the key personnel identified in its proposal, whose resumes were scored during the evaluation process, to perform the services under this Agreement. These individuals shall remain assigned for the duration of the project unless a substitution is approved in accordance with the requirements below.

.3 **PDB Entity-Requested Substitution.** If the PDB entity seeks to replace any key personnel, the PDB entity shall provide written notice to CDB at least ten (10) calendar days prior to the requested substitution. The PDB entity shall submit resumes and qualifications for proposed replacement personnel. Any replacement personnel must possess qualifications equal to or greater than those of the individual being replaced. No substitution may occur without prior written approval from CDB.

.4 **CDB-Requested Substitution (Unsatisfactory Performance).** If CDB determines that any key personnel are performing unsatisfactorily, CDB may issue written notice requiring the PDB entity to provide replacement personnel. Upon receipt of such notice, the PDB entity shall submit resumes of proposed replacement personnel within ten (10) calendar days. Replacement personnel must possess qualifications equal to or greater than those originally proposed. No substitution may occur without prior written approval from CDB.

.5 **Approval Requirement.** All proposed replacement personnel shall be subject to CDB review and written approval prior to assignment. CDB reserves the right to reject any proposed personnel who do not meet the qualification standards established in the original proposal.

.6 **Continuity of Services.** The PDB entity shall ensure continuity of services during any approved personnel transition and shall take all necessary steps to prevent delays or disruptions to contract performance.

00 43 30 BUY ILLINOIS PROGRAM

.1 **General.** CDB is encouraging PDB entities to voluntarily procure products manufactured, fabricated, or assembled in Illinois and will be tracking the value of the Illinois products used on state construction projects for a report to the Governor and General Assembly.

.2 When suitable products are available, the PDB entity will include Illinois products in the specifications. The PDB entity should provide the total value of Illinois products on the Contractor's Schedule of Values (CSV) in the space provided. The individual items included in the total should be identified by putting "IL" in front of their descriptions on the CSV.

.3 Where material is specified by standards and/or codes and not by a list of acceptable manufacturers, the PDB entity is still encouraged to purchase Illinois products. However, the PDB entity should not include these materials in the computation of the total dollars for Illinois products on the CSV.

.4 CDB has established a directory of products manufactured in Illinois which are used in the construction industry. To qualify as an Illinois product, the product must be manufactured, fabricated, or assembled within the State of

Illinois. The directory is available at: https://cdb.illinois.gov/professionalgrowth/buyillinoisdirectory.html

00 43 38 MINORITY AND FEMALE WORKFORCE PARTICIPATION

.1 **Bidder's Employee Utilization Form DHR PC-2.** CDB may impose minority/female employee workforce hiring goals by trade. The RFQ will contain a DHR PC-2 form with specified hiring goals. In accordance with the rules of the Illinois Department of Human Rights, the PDBE will be required to submit the PC-2 form to CDB for approval.

.2 **Submittal.** PDBE shall submit a PC-2 form when establishing its GMP.

.3 **Approval Requirement**. Approval by CDB of the PDBE's final DHR PC-2 hiring projection shall be a requirement for the approval of PDBE's GMP proposal. Should the PDBE's submitted projection be unacceptable, the PDBE shall be required to negotiate an acceptable projection with CDB in accordance with the rules of the Department of Human Rights.

.4 **Compliance.** The PDB entity shall submit monthly reports of its hourly workforce utilization including all subcontractor hours to CDB's Office of Fair Employment Practices. CDB will provide Monthly Manpower Utilization Report (MMUR) forms on which to list the monthly total of workforce hours and a breakdown of minority/female workforce hours. If the PDB entity fails to make a good faith effort to achieve the workforce goals as projected on their DHR PC-2 form, CDB may file a complaint with the Department of Human Rights. DHR may impose penalties for failure to make a good faith effort to achieve the goals. Penalties may include any combination of the below:

A. Termination of the contract;

B. Debarment from participating in public contracts for a period not to exceed three years; and

C. Imposition of a monetary fine.

00 43 39 MINORITY, WOMEN, PERSONS WITH DISABILITIES, AND VETERAN BUSINESS ENTERPRISE PARTICIPATION

.1 **Certification.** CDB will only accept Minority, Women, Persons with Disabilities, and Veteran Business Enterprise (MBE/WBE/PBE/VBE) firms certified by the State of Illinois Commission on Equity and Inclusion (CEI). MBE/WBE/PBE/VBE's certification with CEI shall be in good standing at time of each utilization plan submittal.

.2 **Designated Projects.** CDB may designate projects with "MBE/WBE/PBE/VBE participation goals." See the RFQ for applicable goals for first and second tier (level) subcontractors and supplier MBE/WBE/PBE/VBE participation.

.3 **Proposal.** Each offeror shall name, on the utilization plan, the known MBE/WBE/PBE/VBE firms it intends to use to meet the specified goals. The utilization plan submitted with the Statement of Qualifications must include a Letter of Intent, signed by the offeror and any known MBE/WBE/PBE/VBE firm being utilized to achieve goals. The Letter of Intent must identify the project, name of the MBE/WBE/PBE/VBE firm, name of the offeror, description of services provided, and the percentage value of the proposed subcontract between the offeror and MBE/WBE/PBE/VBE firm. The offeror shall provide additional Letters of Intent for any MBE/WBE/PBE/VBE firms added during the project. If no eligible participation is listed on the utilization plan, then the offeror must submit documentation of its good faith efforts to achieve the goals with its Statement of Qualifications or the Statement of Qualifications will be considered non-responsive. If eligible participation is included on the utilization plan, but the specified goals are not met or the offeror fails to include the required Letters of Intent for each listed MBE/WBE/PBE/VBE firm, within ten (10) calendar days from the date of notification, the offeror shall: (1) cure the deficiency in the Statement of Qualifications by adding participation to meet the goals, (2) submit Letters of Intent for each of the MBE/WBE/PBE/VBE firms being utilized to meet goals, and/or (3) request a waiver of the specified goals including documentation of its good faith efforts to achieve the goals.

.4 MBE/WBE/PBE/VBE Offeror. If the PDB entity is a minority, woman, person with disability or veteran owned business then the PDB entity shall indicate the work proposed to be done with own forces on the utilization plan. CDB encourages MBE/WBE/PBE/VBE PDB entities to use MBE/WBE/PBE/VBE subcontractors/suppliers.

.5 Joint Venture. If the offeror is a joint venture, the MBE/WBE/PBE/VBE joint venture may be used to meet the MBE/WBE/PBE/VBE goal for the contract, consistent with the provisions of subsection .13(G).

.6 Utilization Plan. The PDB entity will submit a list of proposed firms to be utilized to meet the MBE/WBE/PBE/VBE goals, together with the work to be done and approximate percentage of contract amount. The PDB entity shall provide updated utilization plans for any MBE/WBE/PBE/VBE firms added during the project.

.7 00665 Form. The PDB entity will submit CDB's MBE/WBE/PBE/VBE Subcontractor Supplier Certification form for each MBE/WBE/PBE/VBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals.

A. The certification form must be signed by the MBE/WBE/PBE/VBE firm.

B. Completion of the MBE/WBE/PBE/VBE Subcontractor Supplier Certification form is not required if the PDB entity is an MBE/WBE/PBE/VBE firm. MBE/WBE/PBE/VBE prime contractors are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers.

.8 Subcontracts. Subcontracting of work to a lower tier non-MBE/WBE/PBE/VBE firm which would reduce the proceeds received by the subcontracting MBE/WBE/PBE/VBE firm below the specified goal is prohibited. CDB may, in such cases, reject the offer or terminate the contract.

.9 Request for Assistance. If the PDB entity needs assistance in locating subcontractors or suppliers to meet the goals, the PDB entity shall contact CDB's Fair Employment Practices Unit (FEP) both prior to the submittal; if applicable, during the 10-day cure period; and at any point during the project.

.10 Submittal of Good Faith Effort documentation for a waiver request. Good Faith Effort documentation must include the following:

A. A written explanation indicating why the specified goal cannot be met. If any of the documentation required below is not available to the submitter, despite the submitter's good faith efforts to obtain the information, the written explanation must also indicate why the documentation is not included.

B. A list of eligible MBE/WBE/PBE/VBE firms that pertain to the class of contracts in the requested waiver that were contacted by the submitter. Eligible firms are only eligible if the firms are certified for the products or work advertised in the solicitation or bid.

C. A clear determination that the submitter selected portions of work to be performed by certified MBE/WBE/PBE/VBE firms to facilitate meeting the contract specific goal, and that certified MBE/WBE/PBE/VBE firms that have the capability to perform work of the contract were solicited through all reasonable and available means.

D. Documentation demonstrating that certified MBE/WBE/PBE/VBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The certified MBE/WBE/PBE/VBE firms' standing within their industry, membership in specific groups, organizations, or associations, and political or social affiliations are not legitimate causes for rejecting or not contacting or negotiating with a certified MBE/WBE/PBE/VBE firm.

E. Proof that the submitter solicited eligible certified MBE/WBE/PBE/VBE firms with: (1) sufficient time to respond; (2) adequate information about the scope, specifications, and requirements of the solicitation or bid, including plans, drawings, and addenda, to allow eligible MBE/WBE/PBE/VBE firms an opportunity to respond to the solicitation or bid; and (3) sufficient follow-up with certified MBE/WBE/PBE/VBE firms.

F. A clear demonstration that the prime vendor communicated with certified MBE/WBE/PBE/VBE firms.

G. Evidence that the submitter negotiated with certified MBE/WBE/PBE/VBE firms to enter into subcontracts to provide a commercially useful function of the contract for a reasonable cost.

H. Documentation demonstrating that the difference in cost between the contract proposals being offered by certified MBE/WBE/PBE/VBE firms is excessive or unreasonable.

I. A list of all certified MBE/WBE/PBE/VBE firms the submitter has used in the current and prior fiscal years. The fiscal year is from July 1 until June 30.

J. Documentation demonstrating that the vendor made efforts to utilize certified MBE/WBE/PBE/VBE firms despite the ability or desire of a bidder to perform the work with its own operations by selecting portions of the work to be performed by certified MBE/WBE/PBE/VBE firms, which may, when appropriate, include breaking out portions of the work to be performed into economically feasible units to facilitate certified vendor participation.

K. Documentation that the vendor used the services of: (1) the State; (2) organizations or contractors' groups representing or composed of minorities, women, or persons with disabilities; (3) local, State, or federal assistance offices representing or assisting minorities, women, or persons with disabilities; and (4) other organizations that provide assistance in the recruitment and engagement of certified MBE/WBE/PBE/VBE firms.

L. A list of all MBE/WBE/PBE/VBE firms contacted and the dates they were contacted, including documentation from those firms. Documentation shall include, when applicable:

   1) A log of telephone contacts including date and time of call, telephone number, name of person called, and the outcome of the call;

   2) Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.

M. Copies of all bid solicitation letters or electronic email correspondence to MBE/WBE/PBE/VBE firms. Letters shall contain, at a minimum:

   1) Project title and location;

   2) Classification of work items for which quotations are requested;

   3) Date, time, and place quotations are due; and

   4) Returnable acknowledgment of the solicitation.

N. All other evidence of good faith efforts made by the PDB entity to secure eligible MBE/WBE/PBE/VBE firms to meet the specified goal including documentation that demonstrates the following:

   1) A reasonable number of MBE/WBE/PBE/VBE firms were contacted.

   2) The PDB entity engaged with FEP for assistance in its efforts to achieve the specified participation.

   3) The PDB entity attended the CDB pre-bid meeting for the project.

O. All actions taken to solicit MBE/WBE/PBE/VBE firms both before and after the submittal date.

P. A revised utilization plan, if MBE/WBE/PBE/VBE participation increases during the 10-day cure period but goals are not met.

Q. Other relevant information in support of the waiver request.

.11 Replacement of MBE/WBE/PBE/VBE Subcontractor or Supplier. If it can be demonstrated that the MBE/WBE/PBE/VBE subcontractor or supplier cannot perform the work, or if an MBE/WBE/PBE/VBE loses its CEI certification after the time initial submittals are due, then the PDB entity shall make a good faith effort to replace, in-kind, the MBE/WBE/PBE/VBE. The PDB entity shall identify the replacement MBE/WBE/PBE/VBE or provide evidence of good faith effort to find a replacement on the PDB entity's letterhead and submit with documented evidence of cause to CDB's FEP. CDB will review the submittal and may authorize the replacement or approve the good faith effort.

.12 Calculation of MBE/WBE/PBE/VBE Participation as a Material Supplier or Subcontractor.

A. MBE/WBE/PBE/VBE as a material supplier: A 100 percent goal credit is allowed for the cost of materials or purchases from an MBE/WBE/PBE/VBE manufacturer or supplier.

B. MBE/WBE/PBE/VBE as a subcontractor: A 100 percent goal credit is allowed for the work of the subcontract performed by the MBE/WBE/PBE/VBE's own forces (performing, managing and supervising the work), including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the MBE/WBE/PBE/VBE subcontractor from the PDB entity or its affiliates. Work that an MBE/WBE/PBE/VBE subcontractor in turn subcontracts to a non-MBE/WBE/PBE/VBE does not count toward the MBE/WBE/PBE/VBE goal.

.13 Work to be Completed by Certified Firms. To be credited towards goals for Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Persons with Disabilities Business Enterprise (PBE) and Veteran Business Enterprise (VBE) participation, work must be performed by an entity certified by CEI pursuant to the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575/5) and the Illinois Procurement Code (30 ILCS 500/45-57).

A. The entire amount of contractual work performed by an MBE, WBE, PBE, or VBE's own forces will be credited towards MBE/WBE/PBE/VBE goals, including the cost of supplies, materials, and equipment obtained by the MBE, WBE, PBE, or VBE for this work (except supplies and equipment the MBE/WBE/PBE/VBE obtains from the prime contractor or its affiliate).

B. The entire amount of fees or commissions charged by an MBE/WBE/PBE/VBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services will be credited towards MBE/WBE/PBE/VBE goals provided such fees are reasonable and not excessive as compared to fees customarily allowed for similar services. Services for materials and supplies are defined in Section 00 43 39.14 and are not considered to be professional, technical, consultant, or managerial services.

C. Work subcontracted by an MBE/WBE/PBE/VBE to another firm will not be credited towards goals unless the subcontractor performing the work is also certified by CEI as an MBE/WBE/PBE/VBE. Work that an MBE/WBE/PBE/VBE subcontracts to a firm not certified as an MBE/WBE/PBE/VBE does not count toward the goal. For example, if an MBE firm has a subcontract to perform $100,000 worth of work and subcontracts $10,000 of that work to a non-MBE firm, only the $90,000 worth of work performed by the MBE firm will be credited toward the goal.

D. If a firm is not certified as an MBE/WBE/PBE/VBE at the time proposals are due, the firm's participation will not be counted toward any goals.

E. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.

F. The participation of an MBE/WBE/PBE/VBE subcontractor will not be counted toward the PDB entity's final compliance with its MBE/WBE/PBE/VBE obligations on a contract until the amount being counted has actually been paid to the MBE/WBE/PBE/VBE.

G. When an MBE/WBE/PBE/VBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE/PBE/VBE performs with its own forces may be counted toward MBE/WBE/PBE/VBE goals.

.14 Commercially Useful Function. Expenditures to an MBE/WBE/PBE/VBE will only be credited towards MBE/WBE/PBE/VBE goals if the MBE/WBE/PBE/VBE performs a commercially useful function on that contract. An MBE/WBE/PBE/VBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE/PBE/VBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for the material itself.

A. Factors to be used in determining whether an MBE/WBE/PBE/VBE is performing a commercially useful function include, but are not limited to, the amount of the work subcontracted, industry practices, and whether the amount the firm is paid is commensurate with the work it is performing and the MBE/WBE/PBE/VBE credit claimed for its performance of the work.

B. An MBE/WBE/PBE/VBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/WBE/PBE/VBE participation. In determining whether an MBE/WBE/PBE/VBE is such an extra participant, similar transactions, particularly those in which MBE/WBE/PBE/VBEs do not participate, will be examined.

C. If an MBE/WBE/PBE/VBE does not perform at least 30 percent of the total cost of its contract with its own work force, or the MBE/WBE/PBE/VBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, a presumption will arise that the MBE/WBE/PBE/VBE is not performing a commercially useful function. An MBE/WBE/PBE/VBE firm may present evidence to CDB to rebut this presumption. The MBE/WBE/PBE/VBE must provide such evidence to rebut the presumption within seven (7) business days of being notified that the presumption will be applied.

D. A PDB entity that is an MBE/WBE/PBE/VBE will still be required to meet the goals required on the contract. In determining whether the MBE/WBE/PBE/VBE PDB entity has met the goal, the work the MBE/WBE/PBE/VBE PDB entity actually performs with its own forces will be credited, as well as work performed by MBE/WBE/PBE/VBE subcontractors or suppliers, consistent with the terms of Section 00 43 39.

E. A PDB entity's efforts to exercise Good Faith Efforts by providing assistance in advance of the submittal to an MBE/WBE/PBE/VBE firm in making purchases, obtaining bonding, obtaining credit, or providing equipment will not invalidate the commercially useful function of an MBE/WBE/PBE/VBE, provided that the MBE/WBE/PBE/VBE has otherwise performed a commercially useful function consistent with the terms of Section 00 43 39. Credit will only be given for work performed by, purchases made by, and equipment obtained by the MBE/WBE/PBE/VBE, consistent with the terms of Section 00 43 39. A PDB entity's efforts to assist the MBE/WBE/PBE/VBE will not be credited.

.15 Trucking Company. To be credited towards MBE/WBE/PBE/VBE goals, a trucking company or major construction equipment rental (MCER) must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE/WBE/PBE/VBE goals.

A. The MBE/WBE/PBE/VBE must itself own and operate at least one fully licensed, insured, and operational truck or major construction equipment unit (MCEU) used on the contract.

B. The entire value of transportation services an MBE/WBE/PBE/VBE provides on the contract using trucks or MCEUs it owns, insures, and operates using drivers it employs will be credited towards MBE/WBE/PBE/VBE goals.

C. If an MBE/WBE/PBE/VBE leases trucks or MCEUs from another MBE/WBE/PBE/VBE, the entire value of the services provided by the lessee will be credited.

D. If an MBE/WBE/PBE/VBE leases trucks or MCEUs from a company that is not an MBE/WBE/PBE/VBE, the total value of transportation services provided by the lessee is not to exceed the value of transportation services provided by MBE/WBE/PBE/VBE owned trucks or MCEUs on the contract.

E. For purposes of this section, a lease must indicate that the MBE/WBE/PBE/VBE has exclusive use of and control over the truck(s) or MCEU(s). This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE/PBE/VBE, so long as the lease gives the MBE/WBE/PBE/VBE absolute priority for the leased truck(s) or MCEU(s). Leased trucks and MCEUs must display the name and identification number of the MBE/WBE/PBE/VBE.

F. The MBE/WBE/PBE/VBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE/WBE/PBE/VBE goals.

.16 Materials and Supplies

A. Credit towards goals will be given for materials purchased from an MBE/WBE/PBE/VBE supplier or manufacturer that is certified by CEI.

B. For purposes of this section, a manufacturer is a firm that operates and maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.

C. For the purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

1) A supplier must be an established, regular business that engages as its principal business and under its own name, in the purchase and sale or lease of the products in question.

2) A person may be a supplier in such bulk items as steel, cement, gravel, stone, petroleum products, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph C if the person both owns and operated distribution equipment for the products. Any supplementing of a supplier’s own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

3) Brokers, packagers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not suppliers within the meaning of this section.

00 43 44 ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

.1 Apprenticeship Goal. The goal of the Illinois Works Jobs Program Act Apprenticeship Initiative is that, for projects estimated to cost $500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of the 10% Apprenticeship Initiative goal, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Preapprenticeship Program, the Illinois Climate Works Preapprenticeship Program, or the Highway Construction Careers Training Program.

.2 Illinois Works Budget Supplement. The PDB Entity shall submit a completed Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement within ten (10) calendar days after CDB's issuance of the Authorization to Proceed or as otherwise directed by CDB. The Budget Supplement shall contain a complete and thorough estimate of all the labor hours to be performed by the PDB entity and all of its subcontractors for the project, broken down by prevailing wage category. The Budget Supplement shall be used in determining the appropriate number of hours to be performed by apprentices.

.3 Reporting Requirements. The PDB entity shall submit monthly reports of its hourly workforce utilization including all apprenticeship hours to CDB's Fair Employment Practices Unit on Illinois Works Apprenticeship Initiative Reporting Forms.

.4 Reduction or Waiver of Goal. If, at any point during the project, the PDB entity determines that it may not meet the apprenticeship goal for any prevailing wage classification, the PDB entity shall submit a request for a reduction or waiver of that particular goal, indicating why the goal may not be met. The PDB entity shall include all documentation supporting the request. The request for a reduction or waiver of the goal shall be reviewed pursuant to 30 ILCS 559/20-20(b).

.5 Certification of Completion. Upon completion of the work set forth in the contract, the PDB entity shall submit a certification demonstrating that it has met the 10% apprenticeship goal or received areduction or waiver of the 10% apprenticeship goal for each prevailing wage classification.

00 51 00 STATEMENT OF QUALIFICATIONS REVIEW AND AWARD

00 51 10 SUBMITTING STATEMENT OF QUALIFICATIONS

.1 Statement of Qualifications shall be submitted to CDB at the time indicated in the RFQ. Official time will be as logged by CDB's construction management software.

.2 CDB will log in all Statement of Qualifications received.

.3 CDB will post the names of proposers on the CDB website in the next Professional Services Bulletin after the deadline for submission.

00 51 20 REVIEW OF STATEMENT OF QUALIFICATIONS

.1 CDB's Rights. When, in its opinion, it is in the best interest of the state, CDB reserves the right to:

A. Accept any Statement of Qualifications;

B. Reject any or all Statement of Qualifications;

C. Waive technical deficiencies and irregularities;

D. Allow an offeror to remedy technical deficiencies or irregularities within a stated time;

E. Rescind any notice of award if CDB determines the notice of award was issued in error;

F. Rescind any notice of award when it is in the best interest of the State; or

G. Reissue any RFQ.

.2 Statement of Qualifications Rejection.

A. Statement of Qualifications will be rejected for the following material deficiencies:

1) Failure of any of the following to be prequalified with CDB prior to the deadline for submittal of Statement of Qualifications (Article 00 21 05) or being determined non-responsible after the deadline for Statement of Qualifications: the individual members of the PDB entity; all design professionals; all entities that will perform any of the 5 subdivisions of work defined in Section 30-30 of the Illinois Procurement Code; and any other team members of the PDB entity identified in the RFQ as requiring CDB prequalification.

2) Submission of a Statement of Qualifications late (Paragraph 00 51 10.1).

3) Failure to sign the Statement of Qualifications in accordance with 00 41 25.

4) Failure to attend a mandatory pre-bid meeting.

5) Statement of Qualifications not in substantial conformance with the RFQ and whose non-conformance is determined to be material and unresponsive.

6) Failure to submit Vendor Disclosure(s) form and Certifications with the Statement of Qualifications, when the offeror is not registered with the Illinois Procurement Gateway (IPG).

7) Failure to be registered with the State Board of Elections, prior to deadline to for submittal of Statement of Qualifications, when applicable.

8) Failure to submit documentation acceptable by CDB of the offeror's good faith efforts to meet applicable MBE/WBE/PBE/VBE goals at time of submission when no eligible participation is listed on the utilization plan.

9) Any other material deficiency specifically identified in the RFQ.

B. Failure to remedy the following technical deficiencies with seven (7) calendar days after submittal due date shall result in rejection of the offer. These technical deficiencies are:

1) Failure to use a revised Statement of Qualifications forms when Statement of Qualifications forms have been changed by addenda.

2) Failure to acknowledge an addendum, or failure to incorporate amendment changes into the Statement of Qualifications.

3) Failure to submit Certificate of Registration with State Board of Elections in accordance with 30 ILCS 500/20-160.

4) Failure to submit Disclosure of Business Operations with Government of Iran form in accordance with 30 ILCS 500/50-36.

5) Any other technical deficiency specifically identified in the RFQ.

C. MBE/WBE/PBE/VBE goal compliance and utilization plan deficiencies. Failure to remedy the following deficiencies within ten (10) calendar days after the date of notification shall result in rejection of the Statement of Qualifications. These deficiencies are:

1) When applicable, failure to submit a revised utilization plan, documenting achievement of goals.

2) When applicable, failure to submit documentation acceptable by CDB and/or the Commission on Equity and Inclusion (CEI) of good faith efforts to meet MBE/WBE/PBE/VBE goals.

3) When applicable, failure to submit the required Letters of Intent for every MBE/WBE/PBE/VBE firm listed on the utilization plan.

4) Failure to sign the utilization plan.

D. CDB at its sole discretion and without conferring any rights on any offerors may waive Statement of Qualifications technical deficiencies or irregularities that are not in conformance with the RFQ but whose non-conformance is non-material or minor.

E. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not acceptable and, unless rescinded, the Statement of Qualifications shall be rejected.

.3 Addendum. All RFQ addenda must be acknowledged in accordance with Section 00 51 24 of the SD-PDB.

.4 After review of Statement of Qualifications, all proposers will be notified in writing whether or not they were short-listed for interviews. The short list will also be published on CDB's website.

.5 Interviews

A. CDB intends that offerors shortlisted by the PDB Selection Committee will be given an opportunity to further CDB's understanding of the information contained in the written Statement of Qualifications through an interview process.

B. PDB entities may bring personnel capable of discussing their understanding of the proposed approach and methodology of completing the Project. Presentations will normally be followed by a CDB question and answer period.

C. CDB may record the presentations. If requested, a digital file of the recording will be provided to the offeror. Offerors are cautioned that all information provided, regardless of the format, i.e. written proposal or oral presentation, shall be considered and used in the evaluation process, unless specifically excluded in writing by the offeror or CDB.

D. The purpose of the oral presentations is to assist the evaluators in finding and understanding the significant features of the offeror's Statement of Qualifications.

E. The interview will provide the offeror with the opportunity to briefly explain any specific documentation provided, to highlight the special features of their Statement of Qualifications, and to identify the benefits of the offeror's Statement of Qualifications. The offeror is expected to highlight significant technical points contained in their Statement of Qualifications and may expand on anything contained in the Statement of Qualifications but will not be permitted to submit anything new.

F. Information provided in the presentation will be considered in the evaluation of the Statement of Qualifications. Any handouts, renderings or color boards, etc., if used in the presentation, shall be considered a part of the Statement of Qualifications information and made part of the CDB file.

.6 Award. After review and evaluation of the submittals, all proposers will be notified in writing whether or not they were awarded the contract. The award will also be published on CDB's website.

00 51 24 MODIFICATIONS TO RFQ

.1 Changes. All changes in or interpretations of the RFQ prior to the submittal deadline(s) will be made by written addenda issued by CDB.

A. Addenda will be published and available on the CDB website (http://cdb.illinois.gov) no later than three business days prior to the submittal deadline. It will be the PDB entity's responsibility to check the website periodically for updates.

.2 **Acknowledgment**. Acknowledge addenda in the appropriate location on the Statement of Qualifications Transmittal Form. Failure to acknowledge an addenda may result in rejection of the Statement of Qualifications. Refer to Article 00 51 20.2.

.3 **Questions/RFIs.** Any explanation desired by an offeror regarding the meaning or interpretation of the RFQ must be requested in writing and with sufficient time allowed for a reply to reach all potential offerors before the submission of their offer. All questions and requests for information (RFI) must be received not later than ten (10) calendar days prior to the submittal deadline and responses will be posted not later than three (3) calendar days prior to the submittal deadline.

A. Any interpretations made will be in the form of an addenda of the RFQ.

00 51 25 PROTESTS

.1 **Filing a Protest.** Any person may file a protest related to the notice of the procurement, the solicitation itself, any preproposal meeting, or any decision to reject a late Statement of Qualifications. Any person who has submitted a Statement of Qualifications may protest a decision to reject its Statement of Qualifications or a decision to award to another vendor. The subject matter of the protest shall concern a violation of the Illinois Procurement Code or other law, any associated rules, or the terms of the solicitation itself, including the fairness of the evaluation or award process. Prequalification, suspension, or debarment shall not be the subject of a protest. Protests shall be filed with CDB's Chief Procurement Officer as outlined in the solicitation and in administrative rule, 44 Ill. Admin. Code 8.2075.

.2 **Time for Filing.** Protests must be filed within fourteen (14) days after the protester knows or should have known of the facts giving rise to the protest. However, protests affecting the RFQ must be filed within fourteen (14) days after the solicitation or related addendum was posted to the Procurement Bulletin.

.3 **Remedies.** The protest must include the specific relief sought. When a timely protest is pending, award of the contract will be delayed unless necessary to protect the interests of the State.

.4 **Form of Protest**. The protest must be clearly labeled "protest"; must state the name, address, and telephone and fax numbers of the protester; and must identify the project at issue. Information and back-up documents must establish (1) the protester is an interested party, (2) the factual and legal grounds of the protest, and (3) timeliness of the protest. The protest must be signed by the protester.

.5 **CPO-CDB Procurement Rules.** The CPO-CDB Procurement Rules that detail protest requirements (44 Ill. Admin. Code 8.2075) will apply to PDB submittals and will be provided by CDB upon request.

00 51 30 AWARD

.1 **Determination.** The contract will be awarded to the responsible and responsive PDB entity whose Statement of Qualifications receives the best evaluation score from the selection committee.

.2 The Proposer agrees to:

A. Hold the proposal open for ninety calendar days after the due date or for another stated period as indicated in the RFQ. By mutual agreement in writing, the proposal may be held open for an additional period of time.

B. Enter into and execute a contract with CDB if awarded based on the RFQ and proposal.

.3 **Price Change.** When circumstances warrant, CDB reserves the right to negotiate a change in GMP after receipt of the GMP Proposal. The Progressive Design-Build entity must notify all of its major subcontractors (those firms defined in section 30-30 of the Illinois Procurement Code) of the new price that has been offered and obtain written confirmation of their agreement with the change. CDB will then verify in writing that the new contract value is understood by the major subcontractors and that they agree with the final price. If any of the major subcontractors refuses to agree, the PDB entity may propose a substitute. If CDB does not approve the substitute firm, CDB may award the contract to the next highest ranked proposer.

.4 **Post Award**. The issuance of a Notice of Award is based upon the expectation of the PDB entity's timely compliance with all post award requirements.

00 51 40 POST AWARD REQUIREMENTS

.1 Preconstruction Phase Post Award Requirements

A. **PDB Entity's Duty to Comply.** The PDB entity may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. CDB shall issue Authorization to Proceed upon successful completion of these post award requirements.

B. **Submittals.** Within ten (10) calendar days from the date of the notice of award letter, the PDB entity shall furnish, on CDB forms, the following:

1) Contract executed by the PDB entity;

2) Performance Bond (if applicable for early work packages);

3) Labor and Material Payment Bond (if applicable for early work packages);

4) Certificates of Insurance;

5) Form 00665 - MBE/WBE/PBE/VBE Subcontractor Supplier Certifications and MBE/WBE/PBE/VBE Subcontractor/Supplier agreements (if applicable);

6) Sub-consultant breakdown, including approximate cost. Any sub-consultant with an estimated fee that exceeds $100,000 will be required to submit Forms A/B, Certifications and Standard Terms and Conditions, and a State Board of Elections Certificate.

7) Completed Substance Abuse Prevention Certification form and PDB entity's substance abuse plan (if applicable for early work packages);

8) Illinois Works Apprenticeship Budget Supplement Form; and

9) Project Labor Agreement signature sheets for the PDB entity and designated subcontractors (if applicable).

C. **Cancellation of Award.** All post award requirements are mandatory. Noncompliance shall be cause for CDB to cancel the notice of award.

D. **Post Award Extensions.** CDB may extend the time limitations for good cause. No extension shall operate as a waiver of post award requirements, nor shall it extend the contract completion date.

E. **Delays.** Any delays to the commencement of the work due to the PDB entity's failure to meet the post award requirements in a timely manner shall be the responsibility of the PDB entity and its surety. PDB entity and its surety shall be responsible for the costs of any such delays.

.2 Construction Phase Post Award Requirements

A. **PDB Entity's Duty to Comply.** The PDB entity may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. CDB shall issue Authorization to Proceed upon successful completion of these post award requirements.

B. **Submittals.** The PDB entity shall furnish the following, on CDB forms, as requested by CDB:

1) Construction Phase Amendment executed by the PDB entity;

2) Performance Bond;

3) Labor and Material Payment Bond;

4) Certificates of Insurance;

5) Builder's Risk Insurance Policy;

6) Updated MBE/WBE/PBE/VBE Utilization Plan and Letters of Intent;

7) Form 00665 - MBE/WBE/PBE/VBE Subcontractor Supplier Certifications and MBE/WBE/PBE/VBE Subcontractor/Supplier agreements (if applicable);

8) Subcontractor breakdown, including approximate cost. Any sub-contractor with an estimated fee that exceeds $100,000 will be required to submit Forms A/B, Certifications and Standard Terms and Conditions, and a State Board of Elections Certificate.

9) Completed Substance Abuse Prevention Certification form and PDB entity's substance abuse plan (if applicable);

10) USDOL apprenticeship and training certification; and

11) DHR PC-2 accepted by FEP Technician.

C. **Delays.** Any delays to the commencement of the work due to the PDB entity's failure to meet the post award requirements in a timely manner shall be the responsibility of the PDB entity and its surety. PDB entity and its surety shall be responsible for the costs of any such delays.

00 51 45 MBE/WBE/PBE/VBE BUSINESS CERTIFICATION, POST AWARD

.1 Post Award Submittal. Included with the notice of award package, the PDB entity will receive CDB's MBE/WBE/PBE/VBE Subcontractor Supplier Certification form, Document 00665 (also available in the Reference Library on CDB's website). This certification form shall be signed by the MBE/WBE/PBE/VBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as specified in the RFQ and shall be submitted to CDB's Fair Employment Practices Unit with a copy of the subcontract or supplier agreement within ten (10) calendar days of the Notice of Award for any known MBE/WBE/PBE/VBE subcontractors or suppliers. Subcontractor/Supplier Certification Forms for all other MBE/WBE/PBE/VBE subcontractors and suppliers shall be provided within ten (10) calendar days of execution of the subcontract.

.2 Listed Firms. The 00665 certification form shall be completed and submitted for each MBE/WBE/PBE/VBE firm listed on or added to the utilization plan. Completion of the 00665 form is not required if the PDB entity is an MBE, WBE, PBE, or VBE firm. MBE/WBE/PBE/VBE PDB entities are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers. If goals are split (separate MBE, WBE, PBE, and VBE goals), then an MBE, WBE, PBE, or VBE PDB entity must supply 00665 forms for the subcontractor firm(s) utilized to meet the MBE, WBE, PBE, or VBE goal, respectively. A completed 00665 Form is required for each certified subcontractor firm being used to meet goals.

.3 Compliance. The MBE/WBE/PBE/VBE participation goal percentage sum is based upon the total contract sum (including CAF). The participation goal percentage amount(s)shall meet or exceed the goal(s) as specified in the RFQ or in an approved change/waiver request (refer to Article 00 43 39.10 herein).

.4 Voluntary Participation. PDB entities are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers for those Projects that are not designated for MBE/WBE/PBE/VBE participation and complete the 00665 certification form for each MBE/WBE/PBE/VBE firm. MBE/WBE/PBE/VBE subcontractors/suppliers may be added at any time during the Project.

.5 Consideration for Change/Waiver of Goals, Post Award. All requests for a consideration of change/waiver of any MBE/WBE/PBE/VBE participation goal after contract award shall be submitted in writing to CDB's Fair Employment Practices Unit. Detailed procedures are outlined in Paragraph 00 43 39.11 herein.

.6 Reporting. Starting six months after the initial Authorization to Proceed work under the contract and every six months thereafter throughout the term of the contract, the PDB entity shall submit a detailed, written report of its efforts and success in implementing the entity's plan to comply with the utilization goals for business enterprises pursuant to the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and the provisions of Section 2-105 of the Illinois Human Rights Act. If the PDB entity's performance in implementing the plan falls short of the performance measures and outcomes set forth in the plans submitted by the entity during the qualifications process, the PDB entity shall, in a detailed written report, outline whether and to what degree the PDB entity promoted the utilization goals for business enterprises established in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act and the provisions of Section 2-105 of the Illinois Human Rights Act.

00 55 00 AUTHORIZATION TO PROCEED

.1 Authorization to Proceed. CDB shall issue an Authorization to Proceed with the work upon receipt and acceptance of all post award requirements. The PDB entity is not authorized to start work prior to issuance of an authorization to proceed.

.2 Commencement of Work. PDB entity will commence work under this contract within ten (10) calendar days after the date of the Authorization to Proceed.

00 60 00 PROGRESSIVE DESIGN-BUILD PHASES AND COMPONENTS

00 60 01 Phases

.1 Number of Phases. The work shall be conducted in two phases with an option of early work packages. Phases are to be labeled preconstruction phase and construction phase.

00 60 05 Preconstruction Phase

.1 Preconstruction Phase. The preconstruction phase includes design and preconstruction services. During this phase, the PDB entity shall perform the work of producing the pre-GMP design/pre-construction documentation. Pre-construction services for design are sufficient to establish and submit a GMP. PDB entity shall perform such work to the level of completion required by the contract for PDB entity to make its construction phase proposal. The cost for construction phase shall be developed during preconstruction phase on an "open book" basis.

00 60 10 Firm Fixed Price

.1 Timing. At the completion of design development for each agreed upon scope of work including all individual work packages, the PDB entity shall submit to CDB a firm fixed price (FFP) proposal for the performance of the work in accordance with Section 1-55 of the Progressive Design-Build Pilot Program Act (30 ILCS 538).

.2 **Components**. Each FFP proposal must include the following, unless otherwise agreed by the parties in writing:

A. Proposed Firm Fixed Price. A single lump-sum amount covering all labor, materials, equipment, subcontracted work, and services necessary to complete the defined scope of work.

B. Scope of Work Description. A narrative summarizing the tasks, deliverables, and responsibilities included in the lump-sum price.

C. Basis of Proposal Documents. A list of preliminary drawings, specifications, and other documents used to prepare the FFP.

D. Assumptions and Clarifications. Any assumptions, limitations, or clarifications needed to explain how the FFP was developed, supplementing any preliminary documents.

E. Milestone Schedule of Values. A breakdown of the FFP aligned with major project phases or deliverables for planning and verification purposes.

F. Allowances (if applicable). A list of any allowances included in the price and the basis for each.

G. Additional Services (if applicable). A description and price for any services proposed outside the defined scope.

H. Any other information requested by the Scope of Services.

.3 **Negotiation**. Following submission of each FFP proposal, CDB and the PDB entity will negotiate conditions applicable to the performance of the work, including allocation of cost, schedule, and performance risk.

.4 **Transition to GMP**. If CDB and the PDB entity agree on project budget and schedule in the FFP, the parties move to a guaranteed maximum price (GMP) approach.

00 60 15 Guaranteed Maximum Price

.1 **Guaranteed Maximum Price.** PDB entity shall provide to CDB for review and comment a “Procurement Plan” which contains the PDB entity’s procurement process and procedures. It should contain information such as identification of long lead items and recommended phased construction.

.2 **GMP Proposal Requirements.** At approximately 60-70% design completion related to preparation of each scope of work, or as otherwise requested by CDB, the PDB entity shall submit a GMP proposal on a form provided by CDB which shall include the following, unless the parties mutually agree otherwise:

A. Proposed GMP, which shall be the sum of:

1) Prices, established as actual costs, allowances, NTE amounts, or lump sums, as applicable.

2) PDB entity's fee.

3) The estimated cost of the work including any contingency.

B. A list of the drawings and specifications, including all other information used as the basis for the GMP proposal;

C. A list of the assumptions and clarifications made by PDB entity in the preparation of the GMP proposal, which is intended to supplement the information contained in the drawings, specifications, and digital files;

D. The scheduled substantial completion date upon which the proposed GMP is based, to the extent said date has not already been established;

E. A schedule of values based upon the scheduled substantial completion date;

F. A list of allowances and a statement of their basis, if applicable;

G. A schedule of unit prices, if applicable;

H. General conditions;

I. A statement of any proposed additional services, if applicable; and

J. Any other information requested by the scope of services.

.3 **GMP Pricing Components**. In creating the GMP, when the actual costs of an item cannot be established, the parties may agree to the following methods of pricing:

A. Allowance Items and Allowance Values.

1) Allowances. Allowance is defined as "a not-to-be-exceeded amount", either individually or in the aggregate, which is established between CDB and the PDB entity as part of a GMP proposal when the precise scope of a particular line item(s) has not been defined to a level which is adequate for the PDB entity to provide definitive line item pricing for that particular scope of work. The use of any allowances by the PDB entity in any GMP proposal will be subject to CDB approval.

2) Allowance items will be included in the contract and are included within any established NTE and the GMP, as applicable. The description of the allowance item shall include the scope of the allowance item and the estimated cost of the allowance item, (the "allowance value") and any assumptions regarding the allowance item. PDB entity shall obtain written approval from CDB for any allowance items.

3) The establishment of allowance items and allowance values by the PDB entity and CDB are a representation that the PDB entity and CDB have worked together to review the allowance items and allowance values based on information available to determine that the allowance values constitute reasonable estimates for the allowance items. The PDB entity and CDB will continue working closely together to develop construction documents consistent with the allowance values.

4) No work shall be performed on any allowance item without the PDB entity first obtaining written authorization to proceed from CDB.

5) The allowance value for an allowance item includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable allowance item. All other costs, including design fees, PDB entity's overall project management and general conditions costs, overhead and fee, are not included in the allowance value and are deemed to be included in the applicable contract price, and are not subject to adjustment, regardless of the actual amount of the allowance item.

B. Not To Exceed Sums

1) CDB and the PDB Entity may establish not to exceed ("NTE") sums for specific scopes of the work. Any such NTE sum will be negotiated between CDB and the PDB Entity. The NTE sum agreed upon by the parties shall be incorporated into the agreement by amendment or change order, and the parties shall include the following information:

a. A specific description of the scope of the work that is subject to the NTE sum;

b. An updated schedule of values that incorporates the NTE sum; and

c. Any milestone dates associated with the scope of the work associated with the NTE sum.

2) For each scope of work for which a NTE sum has been established, the PDB Entity shall be reimbursed as set forth herein; however, the PDB Entity's compensation for the scope of work in the NTE shall not exceed the NTE sum without a written change order increasing the NTE sum.

3) PDB Entity must identify all costs that are subject to any applicable NTE in the payment application, and PDB Entity may not also submit such costs under any other line item in the payment application.

4) NTE sums may only be modified by written change order.

C. Lump Sums

1) CDB and the PDB Entity may establish lump sums for specific scopes of the work. Any such lump sum will be negotiated between CDB and the PDB Entity. Lump sums agreed to by the parties shall be incorporated into the agreement by amendment or change order, and the parties shall include the following information:

a. A specific description of the scope of the work that is subject to the lump sum;

b. An updated schedule of values that incorporates the lump sum; and

c. Any milestone dates associated with the scope of the work associated with the lump sum.

2) For each scope of work for which a lump sum has been established, the PDB Entity shall be compensated pursuant to the schedule of values based on the percentage of work completed.

3) Lump sums may only be modified by amendment or change order.

D. Contingency. The GMP as established by the parties may include a contingency. When included, the contingency will be available for the PDB entity's use when approved in writing by CDB through a change order for costs that are incurred outside of the scope of work and not included in a specific line item.

.4 **Pricing on CSV**. All pricing, as approved by CDB, must be included on the CSV by the PDB entity.

.5 **Review and Adjustment to GMP Proposal.** After submission of the GMP proposal, the PDB entity and CDB shall allow ten (10) business days to meet, discuss, and review the GMP proposal. If CDB has any comments regarding the GMP proposal or finds any inconsistencies or inaccuracies in the information presented, it shall provide written notice to the PDB entity of such comments or findings. If appropriate, the PDB entity shall, within ten (10) days of CDB's notice, make appropriate adjustments to the GMP proposal.

A. Acceptance of GMP proposal. If CDB accepts the GMP proposal, as may be amended by CDB and the PDB Entity, the GMP and its basis shall be set forth in a work and pricing amendment to this agreement.

B. Failure to accept the GMP proposal. If CDB rejects the GMP proposal, CDB and the PDB entity shall meet and confer as to how the project will proceed, with CDB having the following options:

1. CDB may suggest modifications to the GMP proposal, whereupon, if such modifications are accepted in writing by PDB Entity, the GMP proposal shall be deemed accepted; or

2) CDB may terminate this agreement for convenience in accordance with the contract documents.

00 60 20 Construction Phase

.1 Construction Phase. Upon acceptance of the GMP proposal, CDB will amend the agreement for the PDB entity to complete the design documents and or/construction documents; to procure all materials and equipment for the project; to perform construction services for the project; for the start-up and testing of the project; and for the provision of warranty services, all as further described in the construction phase work and pricing amendment. Refer to Section 00 51 40.2 for additional construction phase post award requirements.

.2 Early Release Packages. CDB desires efficiencies of schedule through early release packages resulting in multiple GMPs within the total budget. Early release packages must be submitted as proposals and approved by CDB.

.3 Construction Phase Proposal. Upon completion of the preconstruction phase work and any other design documents and/or construction documents upon which the parties may agree, the PDB entity shall submit a proposal to CDB for the construction phase work for the completion of the design and construction of the project (the "Construction Phase Proposal"). The Construction Phase Proposal shall constitute an offer that is binding on the PDB Entity for 180 days.

A. The Construction Phase Proposal shall include the following unless parties mutually agree otherwise:

1) The cost for construction phase (firm fixed price and GMPs).

2) The design documents and construction documents, including a list of assumptions and clarifications made by the PDB entity in the preparation of construction phase proposal. This list is intended to supplement the information contained in the drawings and specifications.

3) Confirmation of the key milestone deliverables and the supporting critical path method ("CPM") schedule upon which the construction phase proposal is based. Changes to milestone deliverables may be permitted only when supported by detailed documentation explaining the need therefor.

4) Amounts proposed to be established for allowances and reimbursables.

5) A schedule of alternate prices.

6) A schedule of unit prices.

B. Construction Phase Proposal Review; Acceptance or Rejection.

1) Construction Phase Proposal Review. After submission of the construction phase proposal, the parties shall meet to discuss and review the construction phase proposal. The PDB entity will have ten (10) business days to respond to any comments and adjust the construction phase proposal.

2) Acceptance of Construction Phase Proposal. If CDB accepts the construction phase proposal, the proposal will be set forth in the construction phase work and pricing amendment. Once the amendment has been executed, an authorization to proceed with construction phase will be provided to the PDB entity. The PDB entity shall then begin the performance of construction phase work.

00 70 00 CONDITIONS OF THE CONTRACT

00 72 00 GENERAL CONDITIONS

00 72 05 RELATIONSHIP TO RFQ

.1 The following requirements are supplementary general conditions that apply to all contracts. The RFQ may contain provisions which shall define the overall work requirements.

.2 **Progressive Design-Build Contract Order of Precedence.** In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order: (1) The provisions of the RFQ. (2) All other provisions of the accepted Statement of Qualifications. (3) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. (4) The Standard Documents for Progressive Design-Build Projects and the Progressive Design-Build Design and Construction Manual. Design products must conform to all provisions of the contract, in the order of precedence herein.

00 72 10 TIME

.1 **Time is of the Essence**. The PDB entity, recognizing that time is of the essence, shall perform the work in such manner and with such sufficient equipment and forces to complete the work by the date specified in the contract documents.

.2 **Excusable Delays.** Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the PDB entity or of its subcontractors or suppliers. This includes but is not restricted to the following:

A. Acts of God.

B. Acts of CDB or CDB's Owners Advisor (OA) if applicable.

C. Acts of other contractors in the performance of a contract with CDB to which the PDB entity is not a party.

D. Fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather or other perils causing damage to the project.

E. Acts of a Client Agency.

.3 **Request for Extension of Time**. Request for an extension of time will not be considered unless made in writing to CDB within thirty (30) calendar days after the PDB entity knew, or reasonably should have known, of the cause of delay. Only one request is necessary in the case of a continuing cause of delay.

A. Request must contain the reason(s) for the delay, the date the delay commenced, the activities impacted, the anticipated duration of the delay, the number of calendar days requested, and the actions being taken to mitigate the delay.

B. Within seven (7) calendar days following submission of the request, or such other period approved by CDB, the PDB entity shall submit a time impact analysis ("TIA") demonstrating the impact of the alleged delay on the current approved project schedule. Failure to timely submit the required TIA may constitute a waiver of the PDB entity's claim for additional contract time associated with the alleged delay.

C. Each TIA shall provide sufficient information to justify the requested extension of time and shall include, at a minimum:

1) Identification of the event(s) causing the delay and the date(s) on which the delay occurred.

2) Identification of the activities affected by the delay.

3) A fragnet or other schedule analysis demonstrating how the delay impacts the current approved project schedule and the critical path.

4) Identification of activities within the approved project schedule proposed to be modified, delayed, resequenced, accelerated, or otherwise adjusted as a result of the alleged delay.

5) Estimates and supporting documentation substantiating the requested adjustment of contract time.

6) Documentation of measures undertaken to mitigate, offset, recover, or minimize the effects of the alleged delay.

a. The TIA shall be based upon the approved project schedule in effect immediately prior to the occurrence of the alleged delay and shall demonstrate the actual impact of the delay on the critical path of the work. CDB may require additional schedule analyses, updated schedule information, or supporting documentation as reasonably necessary to evaluate the request.

b. CDB shall not grant an extension of contract time unless the PDB entity demonstrates, to the satisfaction of CDB, that:

i. The delay results in an actual impact to the contract time or a contract milestone;

ii. The delay cannot reasonably be mitigated, offset, or eliminated through resequencing of work, recovery scheduling, allocation of additional resources, or other reasonable means; and

iii. The PDB entity has undertaken reasonable efforts to minimize and mitigate the effects of the delay.

c. The PDB entity shall incorporate all approved changes, directives, and change orders into the project schedule. Failure to include such impacts in the project schedule may constitute a waiver of any associated claim for additional contract time.

d. Extensions of the contract time may be granted by CDB during performance of the work. The grant of an extension of time to the PDB entity shall not impair, prejudice, or waive the rights of CDB under the contract.

.4 **Approval Authority**. Changes in contract time are subject to approval at or above the CDB Construction Administrator level.

.5 **Compensation for Delay**. The PDB entity shall be entitled to compensation for costs directly caused by delay only if the PDB entity establishes that the delay was unjustifiably caused by CDB or the Client Agency or was unforeseen by the parties at the time of contract execution. Any compensation for delay will be limited to direct damages that the PDB entity can substantiate. The PDB entity will not be entitled to any consequential damages or additional overhead and profit. The PDB entity shall not otherwise be entitled to payment or compensation of any kind from CDB for any alleged damages, costs or expenses whatsoever associated with delay. This includes but is not limited to costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. Except as otherwise provided in this paragraph, the PDB entity shall not be entitled to recover from CDB and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the work or any portion thereof, the extension of contract time granted herein being the PDB entity's sole and exclusive remedy.

00 72 25 CDB - RIGHTS AND RESPONSIBILITIES

.1 Authorized Representatives of CDB.

A. CDB will designate a project manager(s) for each project to administer the contracts and serve as the liaison between the PDB entity and the Client Agency.

B. CDB has the right to designate authorized representatives to act on its behalf, such as an Owner's Representative. CDB and its representatives shall at all times have access to the work.

.2 Right to Reject or Stop the Work.

A. CDB may reject work which does not conform to the contract documents. CDB may order the PDB entity to stop work, or any portion thereof, until the cause for such order has been eliminated if the PDB entity fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract.

B. CDB may order the PDB entity to stop work due to emergencies. The PDB entity shall immediately cease work until the emergency no longer exists and instructed by CDB to return to work.

.3 Right to Carry Out the Work.

A. CDB may make good such deficiencies after giving written notice to the PDB entity and its surety if the PDB entity neglects or fails to carry out the work in accordance with the contract or fails to perform any portion of the contract. This shall be without prejudice to any other remedy CDB may have. The surety shall promptly remedy the default in accordance with the Public Construction Bond Act, 30 ILCS 550. CDB and the surety will jointly select a contractor to perform the work. Should CDB and the surety be unable to agree on a contractor, then CDB may select a contractor. CDB may deduct from the payments then or thereafter due the PDB entity the cost of correcting such deficiencies, including, but not limited to, the cost of additional Architect/Engineering services made necessary by such neglect or failure. The PDB entity and its surety shall be liable in such amount to CDB if the payments then or thereafter due the PDB entity are not sufficient to cover such amount, including costs incurred to maintain the progress on the Project. Refer to Paragraph 01 29 76.10, Payment Set Off.

B. In case of emergencies (as determined by CDB) involving public health or public safety or to protect against further loss or damage to state property or to prevent or minimize serious disruption of state services or to ensure the integrity of state records, CDB may cause such work to be performed without prior notice to the PDB entity or its surety.

.4 Right to Terminate the Contract for Cause.

A. CDB may terminate the PDB entity's right to proceed with the work if the PDB entity fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract documents.

B. In such case, CDB will give the PDB entity and its surety written notice of intention to terminate and the reason therefore, and, unless within ten (10) calendar days the delay or violation shall cease or satisfactory arrangement of correction made, CDB may issue a written termination notice to the PDB entity and its surety.

C. The PDB entity shall stop work and vacate the construction site immediately upon receipt ofnotice of termination. However, the PDB entity shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which CDB has paid,wherever stored, without the written consent of CDB. Any material stored off-site, and which have been paid for by CDB, shall be immediately delivered to CDB or its designatedrepresentative upon request. CDB reserves the right either to have the material delivered to the site and deduct the cost of the delivery from contract balance or to abandon the materialand deduct the cost of the materials from the contract balance.

D. The surety shall complete the work upon demand by CDB in accordance with the contractdocuments. Such completion may include, but not be limited to, the use of a completing contractor selected by CDB pursuant to a written takeover agreement with the surety, or payment of a sum of money required to allow CDB to complete the work, or other arrangements agreed to by CDB and surety.

E. If within fifteen (15) business days the surety fails to act on CDB’s demand, CDB may take over the work and take possession of all of the PDB entity's tools, appliances, construction equipment,and machinery at the site and use the same to the full extent they could have been used bythe PDB entity (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which CDB has paid the PDB entity but which are stored elsewhere, and finish the work by selecting the most advantageous methodidentified in the Illinois Procurement Code or in other relevant procurement laws and administrative rules. In such case the PDB entity shall not be entitled to receive any further payment until the work is finished. If CDB's expenses in completing the work exceed the unpaid balance of the contract sum, the PDB entity and/or the surety shall pay the differenceto CDB.

.5 Right to Terminate the Contract for Convenience of the State.

A. The contract may be terminated whenever CDB determines that such termination is in the best interest of the State of Illinois or the Client Agency. CDB will give the PDB entity ten (10) calendar days written notice of its intention to terminate the contract.

B. Upon receipt of such notice, the PDB entity shall stop all work on the contract except for work CDB directs in writing to be completed. The PDB entity will be paid for all work completed under the contract. The PDB entity will receive a percentage of the contract sum equal to the percentage of work completed on the project prior to termination of the contract in the event CDB and the PDB entity cannot agree to the amount of payment due the PDB entity. CDB reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the PDB entity, in order to establish a fair and reasonable amount of final compensation.

C. The PDB entity shall deliver to CDB all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the PDB entity in the performance of services under this agreement, whether complete or in progress, within a time prescribed by CDB in writing.

.6 Availability of Appropriation; Sufficiency of Funds. The contract is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend the contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for the contract have not been appropriated or otherwise made available to CDB by the State or the Federal funding source, (ii) the Governor or CDB reserves funds, or (iii) the Governor or CDB determines that funds will not or may not be available for payment. CDB shall provide notice, in writing, to the PDB entity of any such funding failure and its election to terminate or suspend the contract as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice, unless otherwise indicated.

.7 Right to Suspend the Contract Without Cause. CDB may, without cause, order the PDB entity in writing to suspend, delay or interrupt the work in whole or in part for such a period of time as CDB may determine, not to exceed 90 days. At the expiration of 90 days, the contract may continue upon written agreement of the parties or may be terminated in writing by either party. The contract may remain suspended at the expiration of 90 days until the parties either agree in writing to continue the contract or until either party terminates the contract in writing. If the parties enter into a written agreement to continue the contract, the contract may remain suspended after the expiration of 90 days.

A. The contract time will be adjusted for increases in time caused by the suspension, delay or interruption as described in Article 00 72 10.

B. CDB may decide to terminate the contract under Article 00 72 25 at any time during the period of suspension, delay or interruption.

.8 Right to Order Acceleration. CDB may require the PDB entity to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the PDB entity fails to execute the work in accordance with the project schedule.

.9 Use and Possession Prior to Completion. CDB shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion, based upon CDB's standard Substantial Completion forms available in the Reference Library on CDB's website. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.

.10 Right to Exclude Persons from Job Site. CDB shall have the right to exclude any person from the job site and deny that person future access to the job site when CDB determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the PDB entity or a subcontractor, CDB may instruct the PDB entity to exclude such person and the PDB entity shall comply.

.11 Ownership, Dissemination and Publication of Documents. The drawings, specifications, reports, renderings, models, electronic media and all such other documents to be prepared and furnished by the PDB entity pursuant to this agreement, including the copyrights, shall be the property of CDB. All documents listed above may be issued for informational purposes without additional compensation to the PDB entity. The PDB entity is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

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

.13 Payments. CDB will review payment applications and attend and assist in pay meetings.

00 72 36 PDB ARCHITECT-ENGINEER- RIGHTS AND RESPONSIBILITIES

.1 Design. The A/E is the single point of responsibility for all design decisions and design products and review, coordination and approval of construction documents, drawings and specifications.

.2 Submittals. The A/E will review and monitor all required submittals for conformance with the contract documents. CDB reserves the right to require informational copies of submittals that may be reviewed for compliance with project specifications.

.3 Closeout. The A/E shall certify that to the best of their knowledge, the work conforms to the requirements of the contract documents and has been completed in a skillful and workmanlike manner.

.4 Response Action Project. The A/E will have the properly trained personnel, approved by the State of Illinois, on the site at all times during the performance of the response action work when a project involves response action work as defined in the Commercial and Public Building Asbestos Abatement Act (225 ILCS 207/15).

.5 Miscellaneous. Other responsibilities and authority of the A/E are set forth throughout the contract documents.

00 72 40 PDB ENTITY - RIGHTS AND RESPONSIBILITIES

.1 **General.** The PDB entity shall administer the entire project by directing, coordinating, scheduling and expediting the sub-contractors' work.

.2 **Coordination.** The PDB entity shall develop and provide a project schedule and other appropriate procedures and methods to ensure that the subcontractors function harmoniously in accordance with the plans and specifications and CDB's objectives of cost, time, and quality.

.3 **Communication.** The PDB entity shall maintain project lines of authority and communication; conduct coordination meetings.

.4 **Schedules.** The PDB entity shall develop, maintain, and enforce the project schedule and the orderly performance of the work within the contract time. Report changed conditions to CDB. Verify that each sub-contractor's labor force, product deliveries, and construction equipment are available and adequate for maintaining the project schedule. Report conditions which will adversely affect the schedule to CDB with recommendations for corrective action. Refer to Article 01 32 00.

.5 **Submittals.** The PDB entity shall coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals.

.6 **Interpretations.** The PDB entity shall provide interpretation of plans and specifications as requested and assist in resolution of questions which may arise. CDB must be included in interpretations of the pre-construction documents.

.7 **Use of Site.** The PDB entity shall allocate use and location of temporary offices and storage areas. Verify that adequate temporary utilities are provided and maintained. Administer traffic and parking controls.

.8 **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the PDB entity by actual measurement and observation. Failure to verify shall constitute the PDB entity's acceptance of existing conditions as fit for the proper execution of its work.

.9 **Changed Conditions.** Should the PDB entity encounter subsurface or latent physical conditions at the site which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the PDB entity shall give written notice to CDB before any such condition is disturbed. No claim of the PDB entity under this provision will be allowed unless the PDB entity has given the required notice, within seven (7) days of discovery of the changed condition. CDB will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the contract documents as may be necessary. The contract sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the PDB entity's cost or time of performance.

.10 **Laying out the Work.** The PDB entity shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements, for all the work under the contract.

.11 **Supervision of the Work.** Using its best skill and judgment, the PDB entity shall supervise the work. The PDB entity shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its contract.

.12 **Superintendent.** The PDB entity shall employ a competent superintendent, satisfactory to CDB, who shall be in attendance at the site throughout the active performance of the work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the PDB entity with regard to manpower schedule, coordination and cooperation.

A. Prior to any mobilization, the PDB entity shall submit and receive approval of the resume of the proposed superintendent by the CDB Project Manager.

B. With the resume, a letter of authority shall be furnished by the PDB entity designating the level of authority of the superintendent and any others who may conduct business for the PDB entity.

C. The superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity.

D. The PDB entity shall not change the superintendent for the life of the project as long as the superintendent remains an employee of the firm.

1) In extraordinary circumstances, the PDB entity may request a change of the superintendent by written request to CDB at least fifteen (15) calendar days in advance of its proposed change. No change may be made unless and until CDB has given written authorization to do so.

2) In case of an emergency, notify CDB as soon as possible, and obtain CDB's approval if the substitute within fifteen (15) calendar days.

3) Request for change of superintendent must include the reasons for the change and a detailed resume of the proposed replacement.

E. In the event the superintendent fails to perform his duties under the contract requirements, CDB may, in writing, require the PDB entity to remove the superintendent from the project. The PDB entity shall provide a competent replacement.

.13 **Adequate Staff.** The PDB entity shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract.

A. In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The PDB entity shall obtain the CDB PM's written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants.

.14 **State Approved Workers.** When a project involves response action work as defined in the Commercial and Public Building Asbestos Abatement Act (225 ILCS 207/15), the response action contractor shall have the properly trained personnel approved by the State of Illinois on the site at all times during the performance of the response action work.

.15 **Responsibility for Damages.** The PDB entity shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to CDB or the Client Agency including but not limited to costs of suit, property damage, attorney fees, labor or costs of labor, caused by its performance of the contract.

.16 **Disposal of Waste Materials.** All waste materials generated by any work under the contract performed on a CDB installation shall be handled, transported, stored, and disposed of by the PDB entity and by its subcontractors at any time in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rulings having the effect of the law. Should the State of Illinois be held liable for any neglect or improper actions by the PDB entity or any subcontractor regarding removal or disposal of any hazardous waste, the PDB entity shall reimburse the State for all such liability.

.17 **Work of Other Contractors.** CDB reserves the right to execute other contracts in connection with the project. The PDB entity shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work and shall properly connect and coordinate its work with theirs. The PDB entity shall not commit or permit any act which will interfere with the performance of work by any other contractor or by CDB.

.18 Start-up of Permanent Mechanical and Electrical Equipment. The PDB entity shall notify all parties seven (7) calendar days prior to a start-up date. Coordinate the inspection of utilities, systems, and equipment; initial start-up and testing; instruction of Client Agency's operating personnel. Distribute operation and maintenance manuals seven (7) calendar days prior to start-up. Start-up date shall not affect the warranty period commencement of Substantial Completion.

.19 Inspections. Schedule, give notice, and participate in the inspection, substantial completion, and final acceptance of the work.

.20 Claims and Disputes. The PDB entity shall promptly notify the CDB in writing of any claims or disputes within seven (7) days. Failure to notify the CDB in such instances may result in rejection of any claim with CDB.

.21 Notification. No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the PDB entity, within seven (7) calendar days of such occurrence, furnishes a written notice to the CDB setting forth the general nature and estimated monetary extent of such claim.

.22 Legal Responsibility. Not withstanding any other provision herein, the PDB entity shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The PDB entity shall be responsible for the performance of persons retained by the PDB entity and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.

.23 Standard of Project Quality. The PDB entity shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CDB and the Client Agency early in the design process for review.

.24 Site Surveys. The PDB entity shall be required to provide or obtain surveys essential to the design and construction of the project. The PDB entity is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing building and site improvements locations.

.25 Miscellaneous. Other rights and responsibilities of the PDB entity are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the PDB entity to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

00 72 45 INDEMNIFICATION

.1 Duty to Indemnify. The PDB entity shall defend, indemnify, keep and save harmless the State of Illinois, CDB, the Client Agency and their respective board members, representatives, agents and employees in both individual and official capacities against all suits, claims, damages, losses and expenses including attorney's fees caused by, growing out of or incidental to the performance of the work under the contract by the PDB entity or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes, but is not limited to, the protection of adjacent landowners pursuant to the Adjacent Landowner Excavation Protection Act (765 ILCS 140). In the event of any such injury (including death), loss, damage or claims therefore, the PDB entity shall give prompt notice to CDB.

.2 Effect of Recovery Limitations. In the event of any claim against the State of Illinois, CDB, the Client Agency or against any of their officials or employees in either their personal or official capacities made by any direct or indirect employee or agent of the PDB entity or of any subcontractor, the PDB entity's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any law or statute.

00 72 60 DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION (ADR)

.1 **CDB Determination.** Except as provided in this paragraph, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation, it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all its rights including, but not limited to, those under the Articles herein entitled CDB Rights and Responsibilities. CDB's exercise of its rights shall not be subject to ADR, but disputes concerning amounts due and owing are subject to ADR. Legal rights and remedies of any party that may be provided by law shall not be waived or tolled by participation in ADR, unless otherwise agreed in writing.

.2 **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The PDB entity shall continue to perform the work, but such continuation shall not operate as a waiver of any of the PDB entity's rights.

.3 **Definitions.**

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

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

ADR: ADR is an effort to resolve disputes without resorting to litigation. ADR may include a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.

.4 **Cooperation.** In the event that disputes arise, CDB and the PDB entity agree to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the PDB entity agree to cooperate in resolution by first conferring with the other parties. CDB and the PDB entity agree that ADR shall be a condition precedent to filing a court action or administrative proceeding seeking economic recovery greater than $50,000. If a lawsuit must be filed to avoid expiration of a limitations period prior to completion of the ADR process, the parties will jointly petition the Court to stay the litigation to allow ADR to proceed. When ADR is utilized, all parties agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.

.5 **Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by a consultant hired by the individual. If, after discussions with all relevant parties, CDB determinates that the hiring of a neutral to facilitate ADR is unlikely to lead to a resolution of the dispute, CDB will notify the other parties of that determination in writing. Following such notification, a neutral will not be hired and the parties will be free to commence litigation as they deem appropriate.

.6 **Subcontractors and Suppliers.** The PDB entity shall require its consultants, subcontractors and suppliers to agree to and be bound by this provision.

.7 **Confidentiality.** All ADR procedures shall be strictly confidential and shall not be disclosed except as may be required by state or federal law. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation except to enforce a settlement agreement that arose out of the ADR process. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation other than litigation to enforce a settlement agreement that arose out of an ADR process in which the neutral was involved.

00 72 70 FEDERALLY ASSISTED PROJECTS

.1 **Compliance.** The PDB entity shall comply with all requirements of the federal government when established in the RFQ.

00 72 75 LIQUIDATED DAMAGES

.1 **General.** Liquidated damages are applicable when specified in the RFQ.

.2 **Not a Penalty.** Failure on the part of the PDB entity to complete the work within the contract time including such extensions thereof as approved by CDB, will result in added expense, loss and damage to CDB or the Client Agency. Liquidated damages are established because such added expense, loss and damage are not reasonably ascertainable and not as a penalty to the PDB entity.

.3 **Amount.** When incorporated, the amount of liquidated damages is specified in the RFQ and represents a fair and reasonable amount for compensation caused by delay.

.4 **Computation.** The PDB entity shall pay to CDB as liquidated damages the stated sum for each calendar day completion is delayed beyond the contract time as adjusted for any extensions approved by CDB.

.5 **Determining Completion.** The PDB entity will be deemed to have satisfied the requirements for completion upon final acceptance of all work required by the PDB entity for purposes of computing liquidated damages.

.6 **Non-waiver.** The following acts shall not constitute a waiver of the PDB entity 's obligation to pay liquidated damages:

A. acceptance of or payment for any portion of the work;

B. substantial completion of a portion of the work or occupancy by CDB or the Client Agency; or

C. CDB's requiring or allowing the PDB entity to complete the work.

.7 **Additional Costs/Claims of Other Parties.** CDB's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the work, should the PDB entity fail to do so. Nor shall CDB's right to recover liquidated damages be a substitution for or bar to recovery of any additional compensation CDB may be obliged to pay for work on the project caused by PDB entity‘s delay or other failure to perform.

.8 **Other Rights and Remedies.** The rights and remedies of CDB and the Client Agency herein provided are in addition to any other rights and remedies provided under the contract or by operation of law.

00 72 80 MISCELLANEOUS

.1 **General.** All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written therein in full.

.2 **Governing Law**. This contract shall be governed by the laws of the State of Illinois.

.3 **Severability of Clauses**. It is agreed that the illegality or invalidity of any term or clause of this contract shall not affect the validity of the remainder of this contract, and the contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

.4 **Waiver of Breach.** The waiver by either party of any breach of this contract shall not constitute a waiver as to any other breach.

.5 **Written Notice.** Written notice shall be deemed to have been given on the date of the postmark if sent through the U.S. Postal Service or other mail service, and on the date of transmittal if sent by email. Any notice shall be sent to the last known business address of the recipient. If the intended recipient does not actually receive the notice, upon notice of same the sender must send a duplicate to the intended recipient within five (5) calendar days. When not actually received, timely notice must be established by the sender through competent evidence such as U.S. Postal Service records of registration, certification or certificate; a confirmation of receipt; or email documentation. This paragraph does NOT apply to Statement of Qualifications submittals.

.6 **Obligations Survive.** The obligations or duties imposed upon the PDB entity (including its consultants, subcontractors, suppliers, sureties, and insurers under the contract) shall survive any termination or closeout of the contract.

.7 **No Compensation after Contract Expiration.** Work performed by a vendor after contract expiration is non-compensable.

.8 **Successors and Assigns.** CDB and the PDB entity each bind itself, its partners, successors and assigns and legal representatives to the other party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents.

.9 **Independent Contractor.** The PDB entity is an independent contractor and in providing its services under this contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the contract.

.10 **Permits and Fees.** Unless otherwise specified in the RFQ or by CDB, the PDB entity is not responsible for any construction permits or inspection fees which might be assessed upon the owner by local government. When CDB authorizes or directs in writing the acquisition of such permits or payment of such fees, CDB will reimburse the PDB entity for the amount paid for only the permit or fee (no markup will be allowed). The contract sum will be modified accordingly by change order.

.11 **Taxes.** Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales tax). The proposer shall exclude such taxes in preparing their GMP proposal. The tax exempt number is E9984-0863-04. CDB will notify PDB entities of any change to this number. An exemption may also apply in regard to certain Federal excise taxes on materials and equipment used in connection with the project. As of January 1, 2025, equipment that is leased or rented for use on the project is subject to sales tax. The offeror shall take into account such taxes when preparing its GMP proposal.

.12 **Royalties and Patents.** The PDB entity shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by CDB or the Client will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the PDB entity in violation of any patent or other rights of any third person. The PDB entity shall indemnify CDB and the Client Agency against all suits and claims that may be based on an infringement of a patent.

.13 **Ownership, Dissemination and Publication of Documents.** The drawings, specifications, reports, renderings, models, electronic media, and all such other documents prepared and furnished by the PDB entity pursuant to this Agreement, including the copyrights, shall be the property of CDB. All documents listed above may be issued for informational purposes without additional compensation to the PDB entity. CDB reserves the right to use, reproduce, adapt, distribute, or incorporate these documents in whole or in part for any lawful purpose related to CDB business, including future planning, procurement, or construction activities. The PDB entity is prohibited from using any materials noted herein for any purpose that may misrepresent the services they provided.

.14 **Confidentiality.** As provided by law, the PDB entity shall keep all information concerning the project confidential, except for communications incident to completion of the project between the CDB, the owners representative, Client Agency, and their independent consultants, subcontractors, suppliers, and sub-consultants, and except for publicity approved by CDB and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.

00 73 00 SUPPLEMENTARY CONDITIONS

00 73 16 BONDS AND INSURANCE GENERAL REQUIREMENTS

.1 **Bonds and Insurance Requirements.** The PDB entity shall submit and keep in force bonds and insurance as specified herein unless modified in the RFQ.

.2 **PDB Entity's Duty to Maintain Bonds and Insurance.** The PDB entity shall have the duty to confirm that the terms of all bonds and insurance comply with the contract documents, including the SD-PDB. No action or failure to act on the part of CDB shall constitute a waiver of any requirement.

.3 **Failure to Maintain.** If CDB determines at any time that bonds or insurance do not meet the requirements, this shall constitute a material breach of the contract. CDB shall provide prompt notice to the PDB entity and in its sole discretion may take any one or more of the following measures to protect itself and the public from the effect of the PDB entity's breach, should the PDB entity fail to correct the breach within five (5) business days of CDB's notice.

A. Order the PDB entity to cease all operations at the site, except security and safety services, until the proper bonds and insurance shall be procured and made fully effective. The cost of any such interruption of the work, and any delays resulting there from, shall be borne by the PDB entity and its surety, and may be paid out of contract funds in the hands of CDB which are due, or to become due, to the PDB entity. Damage claims of subcontractors, material suppliers, and the Client Agency, as well as the claims of CDB as recognized in the sole discretion of CDB, shall be included in the costs contemplated in this Article.

B. Declare the PDB entity to be in default and tender completion to the surety pursuant to the termination procedures set forth herein.

.4 **Reservation of Rights.** In the exercise of any of its rights as declared in Paragraphs 00 73 16.3 inclusive, CDB does not waive any of its other rights provided in the contract documents.

.5 **Liability.** Should it become necessary to make a claim on the PDB entity's insurance policies and it is discovered that the insurance policies do not meet the CDB insurance requirements set forth in the contract documents, the PDB entity and surety shall be liable for all claims to the extent they would have been covered by the insurance policies had they been in compliance with CDB requirements.

00 73 17 BONDS, GENERAL

.1 **Requirements.** The PDB entity shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, in accordance with the Public Construction Bond Act (30 ILCS550). Each bond shall be in the full amount of the contract and/or contract amendments as applicable on forms provided by CDB and executed by a surety acceptable to CDB.

.2 **Sole Discretion.** CDB shall exercise sole discretion to determine acceptability of bonds.

.3 **Acceptability**. Bonds that meet the requirements of Paragraph 00 73 17.1 shall be acceptable to CDB when issued by a surety that meets all of the following standards:

A. Has a current financial strength of at least "A-" as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency (30 ILCS 550/1); and a current Best's financial class of at least “V”.

B. Is duly licensed in the State of Illinois by the Department of Insurance (30 ILCS 550/1) and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

C. Does not have a history of unacceptable performance related to CDB claims.

D. Is listed in current U.S. Treasury Circular 570 when project funding includes federal funds.

E. Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

.4 Discretion to Adjust Criteria.

A. Acceptability criteria set out above shall constitute minimum requirements unless waived by CDB prior to submittal of Statement of Qualifications in extraordinary cases that include, but are not limited to, the following:

1) A bond that meets the requirements is not available due to market changes or the nature of the project.

2) Characteristics of the construction project justify less stringent requirements.

3) An available bond, although not in technical compliance with the requirements, is determined to be as reliable as a bond in technical compliance.

4) Substitution of a non-diminishing irrevocable bank letter of credit on contracts less than $100,000 is authorized by the Public Construction Bond Act (30 ILCS 550/1).

B. CDB may set more stringent criteria for bonds when determined to be justified by the nature of the construction project.

.5 Unacceptable Performance of a Surety. Unacceptable performance of a surety, related to CDB claims, may consist of one or more of the following:

A. Failure to abide by the terms of the bond.

B. Failure to respond to CDB’s termination notice within fifteen (15) business days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

C. Failure to begin completion work at the construction project site within fifteen (15) calendar days of the execution of the takeover agreement. If material factors beyond the control of the surety delay commencement, the surety’s demonstration of good faith efforts to begin work as soon as possible shall be satisfactory.

D. Failure to respond to CDB communications within a reasonable time.

E. Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein.

F. Failure to pay suppliers, subcontractors, and claims on a timely basis.

G. Failure to properly utilize CDB procedures and forms as required.

H. Failure to work cooperatively and in good faith with CDB.

I. Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

.6 **Takeover or Completing Contractor.** CDB shall require bonds as may be appropriate.

.7 **Signatures.** Bonds shall contain original signatures in ink of an officer or authorized signatory of the PDB entity, an officer of the surety including a notary statement authenticating signature and appropriate power of attorney of the surety.

.8 **Rights to Bonds**. No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than CDB.

00 73 18 INSURANCE, GENERAL

.1 **Sole Discretion.** CDB shall exercise sole discretion to determine acceptability of insurance and may waive or adjust requirements contained herein for a particular project as needed.

.2 **Acceptability of Insurance Companies.** In addition to other requirements stated herein, insurance is acceptable when issued by an insurance company that meets all of the following standards:

A. Has a current Best's rating of any level of “A-” or better; and has a current Best's financial class of “VII” or higher.

B. Is duly licensed in the state of Illinois by the Illinois Department of Insurance, and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

C. Does not have a history of unacceptable performance related to CDB claims.

D. Is covered by the Insurance Guaranty Fund.

E. Neither the firm nor any of its officers or owners shall have been convicted of a felony unless more than one year has passed since the completion of the felony sentence. The firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

.3 **Cut-through Endorsements.** Policies with a 100% cut-through endorsement giving all claimants a direct right of recovery against a reinsurer that meets the criteria of Paragraph 00 73 18.7 when the primary insurer fails or is unable to pay for any reason, shall be acceptable provided that a proper endorsement and reinsurance treaty is submitted.

.4 **Discretion to Adjust Criteria**.

A. Acceptability criteria set out in this Article shall constitute minimum requirements unless waived by CDB in extraordinary cases that include, but are not limited to the following:

1) Insurance that meets the requirements is not available due to market changes or the nature of the project.

2) Characteristics of the construction project justify less stringent requirements.

3) Available insurance, although not in technical compliance with the requirements, is determined to be as reliable as insurance in technical compliance.

4) Substitution of a non-diminishing irrevocable bank letter of credit, on contracts less than $100,000, as authorized by the Public Construction Bond Act (30 ILCS 550/1).

5) Insurance policies not covered by the Illinois Insurance Guaranty Fund (215 ILCS 5/532 et seq.) shall not be acceptable unless CDB agrees that the PDB entity has satisfactorily demonstrated extraordinary circumstances justifying an exception. Examples of such policies are: Risk Retention Groups and the Illinois Insurance Exchange. The following shall not constitute extraordinary circumstances justifying an exception:

a. The PDB entity already has a policy in effect that does not meet the requirements.

b. The PDB entity's insurance agent does not represent companies that offer insurance meeting the requirements.

c. Insurance meeting the requirements is more expensive than insurance which does not.

d. The PDB entity's work performance or financial condition precludes it from obtaining insurance which meets the requirements.

B. CDB may set more stringent criteria for insurance when determined to be justified by the nature of the construction project.

C. CDB may require wrap up insurance when required by the nature of the project.

.5 **Unacceptable Performance of an Insurance Company.** Unacceptable performance of an insurance company related to CDB claims may consist of one or more of the following:

A. Failure to abide by the requirements of the applicable Standard Documents for Progressive Design-Build Projects and the applicable bidding documents.

B. Failure to respond to CDB communications within a reasonable time.

C. Failure to acknowledge receipt of a claim within fifteen (15) business days.

D. Failure to investigate and respond to a claim within sixty (60) calendar days of notification.

E. Failure to pay meritorious claims in a timely manner.

F. Failure to properly utilize CDB procedures and forms as may be required.

G. Failure to work cooperatively and in good faith with CDB.

H. Failure to provide CDB with requested documentation within a reasonable time, including but not limited to, insurance policies, inspection reports, certificates, binders, and general correspondence.

.6 **Evidence of Insurance**.

A. Each PDB entity shall file with CDB evidence of complete coverage of all insurance required by Paragraph 00 73 18.7 and Article 00 73 19 herein, bearing the original signature of the insurance company's authorized agent. Acceptable evidence of insurance is:

1) A binder or certificate of insurance accompanied by endorsements as set out below in Paragraph 00 73 18.6.

2) The complete insurance policy, including all required endorsements.

B. Endorsements shall be required on each certificate or policy which include each of the following statements:

1) "The coverage and limits conform to the minimums required by Paragraph 00 73 18.7 and Article 00 73 19 of CDB's Standard Documents for Progressive Design-Build Projects." Any exception or deviation shall be brought to the attention of CDB for a ruling on acceptability.

2) CDB project number and CDB contract number of the project covered by the policy.

3) The company agrees to timely provide complete copies of policies upon request by CDB.

4) The policy will not be canceled, changed or altered until at least ten (10) calendar days prior written notice has been given to the PDB entity and CDB, unless the same is stated in a policy provision.

5) CDB and the Client Agency are included as additional named insureds for occurrences arising in whole or in part out of the work and operations performed. This endorsement does not apply to Workmen's Compensation and Professional Liability Insurance policies.

6) All assigned contractors are included as additional named insureds. This endorsement applies only to builders risk insurance.

C. The contract shall not be executed until acceptable evidence of coverage is on file with CDB. The PDB entity shall at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CDB may stop payment to the PDB entity if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CDB to receive policies or certificates or to demand receipt be construed as a waiver of the PDB entity's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

1) **Reconstruction**. The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the PDB entity's responsibility and shall be accomplished at no additional cost to CDB or the Client Agency. The PDB entity shall furnish proper assistance in the adjustment and settlement of all losses. Loss will be adjustable with and payable to the party purchasing the builder's risk insurance, who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of its interest.

2) Insurance shall remain in effect until final acceptance and at all times thereafter when the PDB entity may be correcting, removing or replacing defective work or as otherwise adjusted by the CDB depending upon the circumstances of such correction, removal, or replacement.

.7 Required Minimum Insurance Coverages

A. **Commercial Automobile Liability:** The RFQ will specify the minimum Commercial Automobile Liability coverage required.

B. **Worker's Compensation**:

1) **Statutory Requirement**. Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance. The PDB entity shall submit an insurance certificate, per 00 73 18.6 above, indicating coverage for statutory limits.

2) The PDB entity may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the PDB entity shall obtain a certificate from the Illinois Workers' Compensation Commission.

3) The RFQ will specify the minimum Worker's Compensation coverage required.

4) The worker's compensation insurance carrier, or self insurance service agency, where applicable, shall certify that to the best of its knowledge, the PDB entity has properly reported wage and workforce data and made premium payments in compliance with Illinois rates and worker classifications.

C. **Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Coverage shall not be excluded because of the PDB entity's negligence. A Response Action Contractor may provide the Commercial General Liability Insurance on a claims made form. Where the hazard exists, the PDB entity shall purchase and maintain insurance to protect against claims due to explosion, collapse or underground damage. The RFQ will specify the minimum Commercial General Liability coverage required.

D. **Professional Liability Insurance.** Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E on this project and caused by any error or omission of the A/E, or of any person employed by the A/E, or any others for whom the A/E is liable. The RFQ will specify the minimum Professional Liability Insurance coverage required.

E. **Umbrella or Excess of Loss Coverage.** The RFQ will specify if Umbrella or Excess Liability policies will be accepted.

00 73 19 BUILDER'S RISK INSURANCE

.1 Builder's Risk Insurance shall be purchased and maintained by the PDB entity.

A. The policy shall be a Completed Value All Risk Builder's Risk. The policy shall be written in an amount equal to 100% of the total of the contract and/or contract amendments as applicable.

B. Coverage shall include the following work and property:

1) The installed work of all contractors until final acceptance of the entire project;

2) Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit;

3) Construction forms, scaffolding, and temporary structures on the premises;

4) Drawings and specifications used to document as-constructed conditions;

5) Debris removal resulting from a covered peril; and

6) Fire or collapse resulting from excluded perils.

C. Coverage may only exclude the following property:

1) tools, equipment, and other personal property of the contractors and their employees;

2) vehicles of any kind;

3) lawns, trees, shrubs or plants; and

4) the value of existing buildings prior to renovation under this contract.

D. Perils excluded may only include:

1) earth movement, including earthquake, landslide; or mud slide;

2) flood, sewer backup, and seepage;

3) dishonest acts of the insured or its employees;

4) trick or fraud;

5) mysterious disappearance;

6) inventory shortage;

7) corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;

8) changes or extremes of temperature and humidity;

9) settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;

10) operation of building ordinances or laws;

11) loss of use or occupancy;

12) design error, except resulting damage;

13) war, rebellion, insurrection, radioactive contamination; and

14) pollution cleanup, unless the release of pollutants results from a covered peril.

.2 **Additional Insured.** CDB and the Client Agency shall, by endorsement, be included as additional named insureds.

.3 **Deductible.** The PDB entity and CDB shall determine the deductible amount when developing the GMP.

A. CDB will assume responsibility for the deductible amount of installed work unless responsibility for the loss can be attributed to a negligent act by the PDB entity.

B. The PDB entity shall assume responsibility for the deductible amount for losses under Paragraphs 00 73 19.1.B.2 and 00 73 19.1.B.3, above.

.4 **CDB Rights**. CDB reserves the right to take over the policy or extend coverage after default, cancellation, or termination of coverage for any reason.

.5 **Beneficial Occupancy**. The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to final acceptance of the project by CDB.

.6 **Waiver of Damages**. CDB, the Client, and the PDB entity waive all rights each against the others for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. The PDB entity shall require similar waivers of subrogation from all subcontractors.

00 73 40 LICENSING

.1 General. The PDB entity shall be responsible for compliance with all applicable contractor and trades person licensing with the appropriate State agency. This includes, but is not limited to:

.1 Roofing - Illinois Department of Financial and Professional Regulation

.2 Plumbing - Illinois Department of Public Health

.3 Asbestos Abatement - Illinois Department of Public Health

.4 Lead Abatement - Illinois Department of Public Health

.5 Well drilling - Illinois Department of Public Health

.6 Underground Storage Tanks - Office of the State Fire Marshal

.7 Private Sewage Disposal Contractor's License - Illinois Department of Public Health

.8 Structural Pest Control Operators - Illinois Department of Public Health

.9 Fire Equipment Distributor License - Office of the State Fire Marshal

.10 Illinois Explosives Act - Illinois Department of Natural Resources

.11 Alarms – Illinois Department of Financial and Professional Regulation

.12 Elevator Mechanic – Office of the State Fire Marshal

.13 Fire Sprinkler Contractor – Office of the State Fire Marshal

.2 The PDB entity shall submit copies of all licenses applicable to its work to CDB prior to beginning work.

00 73 42 COMPLIANCE WITH LABOR LAWS

.1 General. The PDB entity shall familiarize itself with the acts referenced in this paragraph and in CDB’s contract documents and shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at the time of submittal. Nothing in CDB’s contract documents or relevant law shall be construed to prohibit the payment of more than the prevailing wage rate.

.2 Statutory Requirements. In the employment and use of labor, the PDB entity shall conform to all Illinois statutory requirements regarding labor including but not limited to the following Acts:

A. Equal Employment Opportunity. State of Illinois policy and law, set out in the Illinois Constitution, Article 1, Section 17, requires that employment opportunities be free from discrimination. The PDB entity shall comply with the equal employment clause in the Illinois Human Rights Act, 775 ILCS 5/2-105. The PDB entity shall also comply with the requirements in Appendix A of 44 Ill. Admin. Code 750, which are below:

1) In the event of the PDB entity's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the PDB entity may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the PDB entity agrees as follows:

a. That the PDB entity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that the PDB entity will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

b. That, if the PDB entity hires additional employees in order to perform this contract or any portion of this contract, the PDB entity will determine the availability (in accordance with this Article) of minorities and women in the areas from which the PDB entity may reasonably recruit and the PDB entity will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

c. That, in all solicitations or advertisements for employees placed by the PDB entity or on the PDB entity's behalf, the PDB entity will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

d. That the PDB entity will send to each labor organization or representative of workers with which the PDB entity has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the PDB entity 's obligations under the Act and this Article. If any labor organization or representative fails or refuses to cooperate with the PDB entity in the PDB entity's efforts to comply with the Act and this Article, the PDB entity will promptly notify the Department of Human Rights and CDB and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

e. That the PDB entity will submit reports as required by the Act or this Article, furnish all relevant information as may from time to time be requested by the Department of Human Rights or CDB, and in all respects comply with the Act and this Article.

f. That the PDB entity will permit access to all relevant books, records, accounts and work sites by personnel of CDB and the Department of Human Rights for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

g. That the PDB entity will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the PDB entity will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify CDB and the Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the PDB entity will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

B. Veterans Preference Act (330 ILCS 55).

C. The Service Member's Tenure Act (330 ILCS 60).

D. Child Labor Law of 2024 (820 ILCS 206).

E. Unified Code of Corrections (730 ILCS 5/3-12-1 et seq., Correctional Employment Programs).

F. Employment of Illinois Workers on Public Works Act (30 ILCS 570).

G. The Worker's Compensation Act (820 ILCS 305).

H. Drug Free Workplace Act (30 ILCS 580).

I. The Human Rights Act (775 ILCS 5/1-101).

J. The Public Works Employment Discrimination Act (775 ILCS 10).

.3 **Federal-funded Projects.** When Federal participation is included on the project as noted in the RFQ, compliance with Federal Equal Employment requirements does not relieve the PDB entity of its duty to comply with Illinois Equal Employment requirements.

.4 **Certified Payroll.** The Prevailing Wage Act (820 ILCS 130/5) requires all contractors and sub-contractors working on State construction projects to submit certified payroll records to the Illinois Department of Labor (IDOL). Contractors must submit these records once a month. The payroll records must include all workers employed by contractors on the project. A transcript from IDOL is generated upon submission of certified payroll records to IDOL. Contractors and sub-contractors are required to submit all IDOL certified payroll transcripts to CDB on a monthly basis.

00 73 43 PREVAILING WAGES

.1 **Wages Posted.** Pursuant to the Prevailing Wage Act (820 ILCS 130), the PDB entity must post the prevailing rate of wages for the county where the work is being performed and for each craft or type of worker needed to execute the contract.

.2 **Prevailing Wage Act.** The Act regulates wages of laborers, mechanics, and other workers employed in any public works by the state, county, city, or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130) and provides in part that the PDB entity, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The PDB entity shall prominently post the current schedule of prevailing wages at the project site and shall notify immediately in writing all of its subcontractors, etc., of all changes in the schedule of prevailing wages.

.3 **Wage Increases.** Any increases in costs to the PDB entity due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the PDB entity and not at the expense of CDB.

.4 **Change Orders.** Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed. Wage rates shall be substantiated by certified payroll from any contractors and subcontractors, including those not otherwise required to submit certified payroll.

.5 **Rates Published.** The Illinois Department of Labor publishes rates on its website.

00 73 45 RECORDS

.1 **Records of Wages and Expenses.** The PDB entity and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, worker and mechanic employed by it in connection with the contract. The record shall be open at all reasonable hours for inspection by any representative of CDB or the Illinois Department of Labor and must be preserved for five (5) years following the last payment on the contract or subcontract.

.2 **Record Keeping.** In accordance with the Illinois Procurement Code, 30 ILCS 500/20-65, the PDB entity shall maintain, for a minimum of three (3) years from the later of the date of final payment under the contract or completion of the contract, adequate books, records and supporting documents to verify the amounts, receipts and uses of all disbursements of funds passing in conjunction with the contract. These records shall be available for the review and audit by CDB, the Auditor General, or their designees. The PDB entity agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate records are not available through some fault of the PDB entity to support their purported disbursement. The PDB entity shall not impose a charge for audit or examination of its books or records or those of its consultants, subcontractors, or suppliers.

00 73 73 STATUTORY REQUIREMENTS

.1 **General.** The PDB entity is responsible for the design of the work according to laws, rules, regulations, and codes. The PDB entity shall also comply with all laws, rules and regulations, and codes applicable to installation of the work. Except where expressly required by applicable laws and regulations, CDB shall not be responsible for monitoring the PDB entity's compliance with any laws or regulations. When the PDB entity observes conflicting regulatory requirements, it shall notify the CDB in writing immediately. If the PDB entity performs any work knowing or having reason to know that the installation of the work is contrary to such laws, rules, and regulations and fails to provide such notice, the PDB entity shall pay all costs arising therefrom. The PDB entity shall comply with all State and federal requirements governing its work on the project and its contract. The contract documents list some of those requirements that are unique to State projects.

00 73 74 SOFTWARE SYSTEMS

.1 **Authorized Users**. The PDB entity may have access to and be required to utilize electronic systems for submittals and construction or project management. Any employee (or contractor / subcontractor) of the PDB entity needing access to such systems is required to obtain a user ID. User IDs are granted to individual, named persons, and each user shall keep login credentials confidential and not reveal the account password to others or allow others to use the account. In the event a user is no longer authorized to use any such system on behalf of the PDB entity, the PDB entity will promptly deactivate such user's access and inform CDB in writing of such deactivation within thirty (30) calendar days of account termination. The PDB entity will promptly notify CDB within seven (7) calendar days in writing if it becomes aware that any login credentials used by the PDB entity or any of its employees or subcontractors have been compromised by emailing CDB.Legal@illinois.gov and CDB.IS@illinois.gov.

.2 **Authorized Use**. Any bidding, construction or project management system(s) shall only be used for the intended purpose. In using any bidding, construction or project management system(s), the PDB entity agrees not to do any of the following or to permit, encourage, or assist anyone else to do any of the following:

A. provide access to, distribute, sell, or sublicense the system to a third party;

B. use the system on behalf of another person or third party;

C. submit any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the system to defame, harass, stalk, threaten, or otherwise violate the rights of others; or

D. upload, input, or share through the system any information that is confidential by law, rule or regulation, or which may compromise the security of the State.

01 05 00 DESIGN PHASE CONDITIONS

.1 **Registration.** Architects or engineers registered to practice in the particular professional field involved in the State of Illinois shall prepare or review and approve the design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work.

.2 **Responsibility of the PDB Entity for Design**

A. The PDB entity shall provide thorough and comprehensive quality assurance/quality control (QA/QC) for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the PDB entity under this contract. The PDB entity shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services. Neither the CDB's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contact or of any cause of action arising out of the performance of this contract, and the PDB entity shall be and remain liable to the CDB in accordance with applicable law for all damages to the CDB caused by the PDB entity's negligent performance of any of the services furnished under this contract.

B. The PDB entity's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. This includes, but is not limited to actions such as: integrating the design schedule into the master schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QA/QC program with the design QA/QC program, and maintaining and providing the design team with accurate, up to date redline and as built documentation. The PDB entity shall require and manage the active involvement of key trade subcontractors in the above activities.

.3 Design Submittals

A. After receipt of the contract authorization to proceed (ATP), the PDB entity shall initiate design and comply with all design submission requirements in the contract. The PDB entity shall obtain CDB review of submissions as required. CDB shall have the right to review and accept the PDB entity's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CDB's review and any acceptance of the PDB entity's submittal does not relieve the PDB entity of its responsibilities.

B. The PDB entity may not begin construction on any portion of the work until the GMP proposal has been accepted. The CDB PM will notify the PDB entity when the design is cleared for construction. This would apply for GMPs throughout the pre-construction and construction phases. CDB will not grant any time extension for any design re-submittal required when, in the opinion of CDB PM, the initial submission failed to meet the minimum quality requirements as set forth in the contract.

C. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the CDB.

D. If CDB allows the PDB entity to proceed with limited construction based on pending minor revisions to the reviewed issued for construction documents, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the CDB.

E. The PDB entity will provide two (2) copies of issued for construction documents (plans and specification) to CDB and two copies to the Client Agency, or as required in the RFQ. In addition, the PDB entity will provide an electronic copy of issued for construction documents to CDB.

.4 Construction Phase Submittals

A. The PDB entity shall submit all material and articles requiring coordination and/or approval. All submittals shall be reviewed and approved by the DOR and the PDB entity's QA/QC prior to submitting to the CDB for approval or acceptance, as applicable.

B. The PDB entity shall provide CDB with an electronic copy (and the number of hard copies designated in the contract) of all DOR approved submittals at closeout.

C. CDB will review those submittals for which it has requested approval authority. It is the PDB entity's responsibility in the progressive design-build process to ensure compliance with the accepted designs, all required codes, regulations, and the contract.

D. DOR approval is required for extension of design, critical materials, and deviations from the pre-construction documents, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the CDB PM.

E. CDB approval is required for any deviations from the pre-construction documents, accepted proposal, or DOR approved submittals.

01 14 00 WORKING CONDITIONS

.1 Contract Administration

A. **Correspondence.** All correspondence shall be addressed to the CDB PM. Enclosures attached or transmitted with the correspondence shall also be furnished. Each letter shall make reference to the contract name, contract number, project number, and shall have only one subject. For tracking purposes, a sequential numbering system should be used for all correspondence.

B. **PDB Entity Staff and Employees.** Prior to commencing on design and site construction, the PDB entity shall provide the CDB with a telephone number and email address at which the PDB entity or its representative may be contacted at any time during regular working hours and an emergency number at which the PDB entity may be contacted in situations requiring immediate attention.

C. **Supervision.** CDB shall not exercise any supervision or control over the PDB entity employees performing services under this contract; such employees shall be accountable not to CDB, but solely to the PDB entity, who in turn is responsible to CDB.

D. **Parking.** Parking of PDB entity vehicles shall be restricted to the designated on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.

E. **Work Hours.** Normal work hours for the PDB entity will be between the hours of 7:00 AM through 5:00 PM, excluding Saturdays, Sundays, and state holidays. If the PDB entity desires to work during periods other than above, it must notify CDB and the Client Agency three (3) working days in advance of its intention to work during other periods to allow assignment of additional inspection forces. When the CDB PM determines that they are reasonably available, they may authorize the PDB entity to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the PDB entity, the actual cost of the inspection, at overtime rates, will be charged to the PDB entity and will be deducted from the final payment of the contract amount.

.2 Performance Evaluation of PDB entity. As a minimum, the PDB entity's performance will be evaluated upon final inspection. The PDB entity will be rated in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The PDB entity will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and the PDB entity's comments will be made a part of the official record. Performance evaluation reports will be available to CDB's management for their future use in determining vendor responsibility. CDB reserves the right to separately evaluate any PDB entity team member or subcontractor/subconsultant prequalified with CDB as an independent firm. The Client Agency may also evaluate the PDB entity, its team members, or subcontractor/consultants.

.3 Coordination with Site Activities

A. If it becomes necessary to interrupt work activities in buildings and/or other areas for construction purposes, permission to do so must be requested in writing to CDB fifteen (15) working days prior to commencing work and shall be subject to CDB PM approval.

B. Work in connection with this contract which requires utility outages, electrical, water, gas, steam, etc., which will close down or limit (as determined by the CDB) normal activities in the building, construction area or other affected areas, shall be performed by the PDB entity at a time other than regular work period of the organization occupying the facility. Work required by the PDB entity on non-standard basis or at premium pay shall be done at no additional cost to CDB. Request for utility outages will be submitted to the CDB PM, in writing, seven (7) working days prior to commencing work and shall be subject to CDB's approval.

C. Any temporary construction for facilities used by the PDB entity for preventing interruption of normal work activity or loss of utility services shall be subject to CDB's approval.

.4 **Mobilization/Remobilization.** Prior to commencing work on the job initially, resumption of work after prolonged interruption (seven (7) calendar days or more), commencement of any warranty work, relocating to new sites, returning to sites for follow-up work on a phased work plan, and upon completion of warranty work, the PDB entity must notify the CDB PM. Notification should be by personal contact; however advance notification may be in writing and should be accomplished sufficiently in advance to allow scheduling of inspection forces. The above precautions are to ensure construction inspection and recording of work proceedings.

01 14 10 USE OF PREMISES

.1 The PDB entity shall confine its operations at site to areas permitted by law, permits, contract, and Client Agency's permission. The PDB entity shall inform all personnel working under its jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area, excluding direct haul and access routes, contractor and A/E offices and point of supply and storage, is prohibited. Circulation of said personnel will be limited to official business only.

.2 The PDB entity shall obtain and observe all site regulations.

.3 The Client Agency may examine PDB entity's and subcontractors' list of employees.

.4 All unattended vehicles and equipment shall be locked at all times and parked only in approved areas.

.5 The PDB entity shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc., stored on the premises. The PDB entity shall obtain and pay for use of any additional storage or work area needed for its operations. The PDB entity shall move all stored material, equipment, tools, etc., which interfere with the work. The area shall be kept neat and orderly and free of debris.

.6 The PDB entity shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the contractor's name, contract number and project title. The PDB entity shall designate an authorized individual to be available to receive shipment. Neither CDB nor the Client Agency will accept deliveries on behalf of the PDB entity or project, and the PDB shall not use any equipment owned by CDB or the Client Agency in offloading deliveries such as forklifts, lulls, pallet jacks, hand-trucks, etc.

.7 Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the PDB entity.

.8 The PDB entity may not interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units. Notwithstanding the above, the Client Agency's security regulations shall be observed.

.9 All contractors, employees, trades persons, and visitors of the PDB entity shall comply with personal protection regulations, including hard hats.

.10 All visitors to hazardous waste or asbestos abatement projects must provide proof of OSHA respirator fit-testing, medical examination, and proof of proper certification to enter contaminated areas. Disposable clothing will be provided and disposed of by the abatement contractor.

.11 The PDB entity shall provide and maintain appropriate fences, barricades, and/or security locking to limit unauthorized access to excavations, construction areas, construction storage, and field offices.

.12 Additional requirements may be listed in the RFQ.

01 25 00 SUBSTITUTION PROCEDURES

.1 **Substitution by Change Order.** After notice of award, substitutions shall not be accepted if acceptance would require a change order increasing the amount of the contract, and may only be approved by written change order under one of the following conditions:

A. Substitutions are required for compliance with final interpretations of code requirements or insurance regulations.

B. Unavailability of specified products, through no fault of the PDB entity.

C. Subsequent information discloses inability of a specified product to perform properly or to fit in designated space.

D. Manufacturer/fabricator refusal to certify or guarantee performance of a specified product as specified.

E. When a substitution would be substantially in CDB's best interests.

.2 **Submittal Requirements**. When requested by CDB, the PDB entity shall submit complete data demonstrating compliance of the proposed substitution with contract documents:

A. An itemized comparison of proposed substitution with product or method specified.

B. Data relating to changes in construction schedule, coordination, and other affected contracts.

C. Accurate cost data on proposed substitution in comparison with product or method specified.

D. Statement by the A/E that they have reviewed the proposed substitution and that, in their professional opinion, it meets all requirements of the contract.

.3 **Representations**. In making a request for substitution, the PDB entity represents that:

A. The proposed product is equal or superior to that specified.

B. It will provide an equal or superior guarantee for the substitution as was specified.

C. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete.

D. It will pay all additional costs and expenses for CDB and any other contractors affected.

01 26 00 CONTRACT MODIFICATION PROCEDURES

.1 **Right to Make Changes.**

.1 CDB may at any time, without notice to the sureties, order changes in the contract time or in the contract work. Requests for change may be initiated by CDB, the Client Agency or the PDB entity. Upon approval of such request by CDB, the PDB entity will prepare a request for proposal and change order (RFP/CO).

.2 All change orders must be determined by CDB to be germane to the original contract.

.2 Changes in Contract Sum. The PDB entity shall prepare a price proposal for the specified changes in the work upon approval by CDB of a request for change.

A. The PDB entity shall prepare a detailed proposal for the changed work. The proposal shall itemize the changes to the work and show the direct cost of all labor, material, and equipment for each item with appropriate documentation of the costs. Costs shall be substantiated by invoices for materials, certified payroll for labor expenses, and other documentation as required by CDB. Costs such as general supervision and liability insurance are considered overhead unless otherwise authorized by CDB. Subcontractors shall prepare similar proposals for inclusion in the PDB entity's proposal.

1) PDB entity and subcontractors may add 18% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of $300 is allowed on work performed by their firm.

2) The PDB entity and subcontractors may add a minimum fee of $150 or 6% of the total cost of lower-tier subcontractor work, to the cost of the change order for their administrative costs.

B. Costs for professional services provided by the A/E will be compensated as outlined below.

1) The A/E shall prepare a detailed proposal for the changed work. The proposal shall itemize the changes to the work and show the direct cost of all labor. The allowable rate for professional services shall be calculated using the formula below:

a. Hourly Rate = DWE x OHP

b. Where DWE (direct wage expense) = The actual salary paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses. The DWE's must be substantiated by a copy of the person's pay stub with personally identifiable information redacted.

c. OHP = The overhead and profit factor of 2.6. A higher OHP factor may be allowed when the A/E has a rate calculated by an independent certified public accountant, but in no case shall exceed 4.0.

2) The A/E will be reimbursed for actual costs for reimbursable expenses subject to CDB approval. No additional mark-up is allowed on reimbursable expenses.

3) Use CDB's PDB change order forms, available from the Reference Library on the CDB website.

.3 Review and Acceptance. The PDB entity's proposal including all subcontractors' proposals will be reviewed by CDB. CDB may issue a change order to incorporate the work into the contract upon their determination that the price is fair and reasonable. CDB reserves the right not to proceed with a proposed change. Fully executed change orders will operate to preclude any further claims for compensation or time extension. The limits of authority are based on the total sum of all related trade contract change order proposals. CDB approval of changes in the contract sum is subject to the designated limits of authority as determined by the Board:

	Authority Level
Project Manager	Not to exceed $14,999.00
Regional Manager	Not to exceed $49,999.00
Construction Administrator	Not to exceed $74,999.00
Deputy Director, Construction Administration	Not to exceed $99,999.00
Executive Director	Not to exceed $199,999.00 All change orders incorporating alternates.
The Board	All change orders exceeding the Executive Director's authority.

.4 **Commencement of Changed Work.** The PDB entity shall not proceed with any changed work until an executed written change order or proceed order signed in accordance with the established levels of authority in Paragraph 01 26 00.3 is issued. However, the PDB entity must proceed with the changed work upon the receipt of such a document in accordance with Section 00 72 60.2.

.5 **CDB May Not Proceed**. CDB reserves the right not to proceed with a proposed change.

.6 **Time Extensions.** The PDB entity may request a time extension if a change order or the aggregate of the change orders impact the critical items on the current construction schedule. Time extensions, if granted, will be granted in a reasonable time and in accordance with the Article 00 72 10. If no time extension is requested, it will be deemed that the PDB entity acknowledges that it can perform the changed work within the existing schedule.

01 29 00 PAYMENT PROCEDURES

01 29 05 Payment Method

.1 **General.** The PDB entity may submit pay requests for approved services performed under the contract in accordance with the approved project schedule applicable to the phase of work. Pay requests shall be based on verified progress of authorized work and supported by documentation confirming costs and demonstrating satisfactory completion of scheduled activities.

.2 **Pre-GMP Payments**

A. **Preliminary Project Schedule:** Prior to submission of pay requests during the pre-GMP phase, the PDB entity shall submit a preliminary project schedule identifying design development activities, preconstruction services, owner review milestones, and GMP development tasks. This schedule shall serve as the basis for progress measurement and payment during the pre-GMP phase.

B. **Compensation.** Prior to acceptance of a GMP for any scope of work, the PDB entity will be compensated for actual direct wage expense (DWE) multiplied by the predetermined overhead and profit multiplier, along with any allowable reimbursables.

C. **Overhead and Profit Multiplier.** The overhead and profit multiplier is 2.6, unless a higher rate is substantiated and approved by CDB. The PDB entity may request a higher overhead rate, when an audited overhead rate is provided. Audited overhead documentation must be prepared by and sent from a Certified Public Accounting firm and must meet the following requirements:

1) The audit may not be based on information more than three (3) CDB fiscal years old; and

2) The audit must clearly state "audited overhead" and include:

a. Auditor's opinion;

b. Copy of the trial balance or other source document used for the calculation; and

c. Overhead calculation.

d. Only allowable overhead items supported within the audit will be considered.

.3 **Post-GMP Payments.** After GMP has been established, compensation shall be based on work performed, as documented on the contractor's schedule of values.

01 29 73 SCHEDULE OF VALUES

.1 Contractor's Schedule of Values (CSV). The PDB entity shall submit a schedule of values for approval by CDB. This schedule of values is an itemized breakdown of the cost of the work. The schedule of values shall be submitted prior to the first application for payment. The sum of all items listed in the schedule should equal the contract amount and must be updated throughout the project by the PDB entity. The PDB entity shall:

A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization, and CDB contract administration fee.

B. Itemize fees for design services and design and construction phase services (such as soil testing, etc.).

.2 The PDB entity shall itemize by separate line item, the cost for work specified in each section of the project manual. Identify the work of the PDB entity's own labor forces, team members, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices. Items must include quantities, units of measure, and unit price as indicated on the CSV form. Lump sums are generally not permitted; exceptions may only be made by the CDB project manager.

A. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.

B. Itemize by name and amount all consultants, subcontractors, and suppliers whose subcontracts will exceed $10,000, unless otherwise approved by CDB and break down large amounts into increments that can be measured between pay periods.

C. Provide CDB prequalification/registration ID numbers on the CSV form for subcontractors/suppliers described in 00 21 16.3.C.

D. Identify work performed by MBE/WBE/PBE/VBE team members, consultants, subcontractors, and suppliers on the CSV form.

E. Revise and resubmit CSV for approval if any substitution or replacement of subcontractors or suppliers occurs.

F. Revise and resubmit CSV for approval if any change in the contract amount of subcontractors or suppliers other than a change resulting from a change order occurs.

G. Revise and resubmit CSV for any newly defined scopes of work and/or any established GMP for the project.

.3 Stored Material. Any future payment for stored materials will be limited to those materials listed in the schedule of values.

01 29 76 PROGRESS PAYMENT PROCEDURES

.1 Progress Payments. CDB may make periodic payments for portions of the work as determined by CDB. Applications for progress payments shall include:

A. Invoice-Voucher

B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)

C. Waiver(s) of Lien, on CDB forms

1) Subcontractor and/or Supplier

2) Prime Contractor

D. Warranties and Guarantees (if applicable)

E. Stored Material Log (SML Form) (if applicable): (See also 01 29 76.3)

1) Contractor evidence of title to such materials and equipment;

2) Certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage for the stored materials for materials stored off-site.

.2 **Contract Administration Fee.** The PDB entity shall include the amount of the contract administration fee on the schedule of values (Form CSV) and all contractor's affidavit and sworn statement (CASS) forms.

A. **Initial Payment Request.** The full amount of the contract administration fee shall be invoiced by the PDB entity on the initial payment request. This sum shall not be subject to retention.

B. **Deadline for Payment.** Prior to approval of the second payment request and no later than twenty (20) calendar days from the invoice-voucher date (Block No. 5) of the initial payment request, the PDB entity shall direct to the fiscal section of CDB, a check or money order made payable to CDB in the amount of the contract administration fee. If the CAF is increased by change order, the revised CAF payment shall be remitted prior to the next pay request.

C. **Subsequent Pay Request.** Subsequent pay requests shall include this amount on the CASS form; however, a lien waiver is not required.

.3 **Stored Material.** CDB may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also 01 29 76.1.E.

A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by CDB.

B. The PDB entity shall convey and submit title to such materials and equipment to CDB within seven (7) calendar days after receipt of payment for the material and equipment. This title shall include an itemization of all parts, components, etc. and the quantity of each.

C. The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the PDB entity.

D. The PDB entity shall insure the full value of materials and equipment. The PDB entity shall submit a certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage.

E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier or other third-party for ties following execution of the SML.

F. Upon demand by CDB, the PDB entity shall deliver paid-for stored materials or equipment to the site and in CDB's possession, at the PDB entity's expense.

G. If the paid-for materials or equipment is in the possession of a subcontractor or supplier who is a fabricator that has added value to the materials or equipment, and the PDB entity has not paid the fabricator for the added value, CDB may issue a check to the PDB entity for itself and the fabricator for the added value, and the fabricator or PDB entity shall then be required to deliver the materials or equipment to the site and in CDB's possession, at the fabricator's or PDB entity's expense. The fabricator shall provide a lien waiver within ten (10) calendar days of payment. If the PDB entity has been paid for the value added, but has refused to pay the fabricator, the amount shall be deducted as a set-off.

.4 Lien Waivers.

A. **Partial Lien Waivers.**

1) Lien waivers are not required with the first payment application if payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the PDB entity's partial waiver, and by partial waivers from all subcontractors and suppliers, including design professionals, who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form. If a partial lien waiver is not available at the time of payment application, the PDB entity may submit a written explanation as to why it is unavailable. CDB may allow the payment to be processed and the missing lien waiver to be submitted with the next payment application in CDB's sole discretion.

2) Lien waivers from the PDB entity and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract amount. Lien waivers are to be in the amount reflected on the CASS Form.

B. **Final Lien Waivers.** The PDB entity's request for final payment shall include final lien waivers, on CDB forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The PDB entity shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than $10,000 unless otherwise requested by CDB.

C. **Unavailable Lien Waivers.** CDB may, at its sole discretion, issue payment without a required lien waiver when the lien waiver cannot be obtained due to a subcontractor or supplier being out of business or a subcontractor or supplier refusing to provide a lien waiver despite having been paid. The PDB entity shall provide CDB with a written explanation as to why the lien waiver is unavailable, along with any other information requested by CDB.

.5 Payments to Subcontractors and Suppliers. The PDB entity shall pay each subcontractor and supplier promptly upon receipt of payment from CDB an amount equal to the percentage of total contract completion allowed to the PDB entity on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Prompt Payment Act (30 ILCS 540/7, 74 Ill. Adm. Code 900) requires payment to subcontractors and suppliers within ten (10) business or fifteen (15) calendar days of receipt, whichever comes first.

A. The PDB entity shall require that all subcontractors make similar payments to their subcontractors and suppliers.

B. CDB may furnish to any subcontractor or supplier information regarding the percentage of work completed which was used as the basis for payment or the amount of payment for work by such subcontractors or suppliers.

C. Any reduction of line item retention issued by CDB shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances, upon the PDB entity's request, the CDB may release all retention to subcontractors whose work may have been completed during the early stages of a project. The PDB entity shall make and concur in such requests and shall assume all liability for any incomplete or defective work of the subcontractors.

D. Subcontractors (as described in 00 21 16.3.C) who have not obtained a CDB ID number and/or have not submitted the required Disclosures and Certifications may have their payment amounts withheld by CDB in addition to any other remedy provided by this contract or by law. No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the

State Purchasing Officer.

.6 Title. Title to all work, materials and equipment covered by a progress payment shall pass to CDB upon receipt of such payment by the PDB entity. This provision shall not relieve the PDB entity from the sole responsibility under the contract for all work, materials, and equipment upon which payments have been made; for maintaining insurance; or for the restoration of all damaged work and shall not act as waiving the right of CDB to require fulfillment of all terms of the contract. This provision shall not waive or relieve the PDB entity from sole responsibility to protect and insure all work.

.7 Retention. CDB will retain 10% of each progress payment. Retention will not be withheld for bonds, insurance, and contract administration fee. After 50% of the work has been completed, as determined by CDB, CDB will reduce retention provided PDB entity is in compliance with all contract requirements, including MBE/WBE/PBE/VBE goals. Retention will not be reduced if the contract is behind the approved schedule including extensions, or if substantial claims are outstanding against the PDB entity or for other causes related to nonperformance.

.8 Retention Trust Agreement.

A. The PDB entity may elect to have retention deposited in a trust provided that:

1) The project is funded by direct appropriation to CDB.

2) The contract exceeds $300,000.

3) The specified contract time is 360 calendar days or longer.

B. Only CDB's retention trust agreement form is acceptable. In the event the PDB entity fails to deliver the trust agreement duly executed by the PDB entity and the bank prior to, or at the time of, receipt of the first partial payment, CDB may not execute the trust agreement. CDB may cancel the retention trust agreement for reason of nonperformance and demand return of any deposits by the bank.

.9 Withholding of Payments.

A. CDB may withhold payments in whole or in part, if it reasonably determines that:

1) The PDB entity's work is not progressing in accordance with the most current approved construction schedule.

2) The work is not being performed in accordance with the contract documents.

3) The PDB entity is failing to comply with any provisions of the contract.

4) The PDB entity or a subcontractor is under investigation by the Illinois Department of Labor for possible failure to pay prevailing wage benefits in accordance with the contract documents.

B. Whenever CDB receives notice, pursuant to Illinois lien laws, in writing, of a claim of money due from the PDB entity to any subcontractor, supplier, workers or employees for performance of work CDB may withhold the amount of such claim from the PDB entity provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workers or employees nor as enlarging or altering the application or effect of existing lien laws.

C. CDB will notify the PDB entity in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

.10 Payment Set Off. When a PDB entity is liable to CDB for money in connection with a project the PDB entity has performed for CDB, CDB shall have the right to deduct money owed CDB from funds owing to the PDB entity for any of its CDB projects, in accord with the State Comptroller Act, 15 ILCS 405/10.05.

.11 Assignment of Contract/Claims. CDB shall not be bound by any assignment by the PDB entity to third parties of moneys due or to become due or of any other claims it may have under its contract, except where CDB consents in writing to be so bound.

.12 Final Payment. Upon acceptance of all work by CDB in accordance with the Article on final completion, the remaining balance of the contract sum will be paid upon presentation of:

A. Certificate of Final Acceptance;

B. Invoice-voucher;

C. Contractor's Affidavit and Sworn Statement (CASS Form);

D. Final Contractor's Schedule of Values (CSV);

E. Contractor's Final Declaration (CFD Form);

1) Surety's Power of Attorney;

2) Jurat (Notary's Statement Authenticating Signature);

F. Final Waiver(s) of Lien;

1) PDB entity in full amount of its contract as reflected on the CASS form;

2) Subcontractor(s)/Supplier(s) in the full amount of their contracts as reflected on the CASS form;

G. Stored Material Log (SML Form) (if applicable);

H. Warranties and Guarantees for punch list items;

I. Certification of Operating and Training Instruction (if applicable); and

J. As-built (record) drawings and Operating & Maintenance (O & M) Manuals.

01 31 20 PROJECT MEETINGS

.1 General Requirements. The PDB entity shall attend all preconstruction, pay/progress and coordination meetings. The PDB entity shall ensure the attendance of its subcontractors and suppliers when required for coordination.

.2 Orientation Conferences

A. Before work commences on this contract, a conference will be conducted by CDB to acquaint the PDB entity with CDB policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. In addition, a separate conference will be held prior to the beginning of on-site construction. The PDB entity and major subcontractors shall attend these meetings at no additional cost to the CDB.

B. CDB will schedule the initial meeting prior to the authorization to proceed. Attendance will include CDB, the CDB third party representative (as applicable), PDB entity representatives, Client Agency, and major subcontractors.

.3 **Payment and Progress Meetings.** CDB will schedule and administer payment and progress meetings. The PDB entity will distribute written notice and agenda in advance of the meeting date. The PDB entity shall also record and distribute minutes of the meeting to participants within seven (7) calendar days. The progress meetings may be held monthly, biweekly, or weekly as determined by the CDB PM. Payment meetings will normally be scheduled monthly.

.4 **Coordination Meetings.** The PDB entity will schedule and administer coordination meetings, distribute written notice and agendas for meetings, record minutes and distribute copies of minutes of meetings to participants and CDB. This distribution shall occur within seven (7) calendar days after meetings.

.5 **Nine Month Inspection.** CDB and the Client Agency will conduct a warranty inspection nine months after project completion. The PDB entity will be notified if attendance is necessary and of warranty work remaining.

01 32 00 CONSTRUCTION PROGRESS SCHEDULES

.1 **General.** The PDB entity shall prepare and maintain a detailed project schedule as required herein. It shall indicate how the PDB entity plans to complete the work within the contract time and meet any contractually specified intermediate milestone dates. The project schedule shall be the PDB entity's working schedule and used to execute the work, record and report actual progress.

.2 The PDB entity shall, within fifteen (15) days of acceptance of the GMP, prepare and submit to the CDB PM for approval a reasonable schedule showing the order in which the PDB entity proposes to perform the work, and the dates on which the PDB entity contemplates starting and completing the several salient features of the work. The work shall be scheduled so that, upon the start of design and construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the design and construction period will be rejected.

A. The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the RFQ. The critical path schedule shall be submitted in a computer-generated format.

B. The master schedule and project schedule(s) shall show start dates and end dates for all stages of the work.

C. The schedule and all updates shall be in color.

D. The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Design phases, permits, submittal and approval of shop drawings and samples and delivery dates of critical material or equipment, construction activities, commissioning, and close-out shall be included in the master project schedule.

1) Each activity shall be a discrete item of work.

2) Each activity will be listed with the following information: Activity number, Activity description, duration (days), early/late start, early//late finish, total float, calendar dates, contractor/subcontractor responsible.

3) The schedule will show the order and interactivity of the work elements.

4) The schedule must clearly indicate the critical path.

E. Additionally, the PDB entity is to provide a project plan in a format compatible with the project management software specified in the RFQ, to define work tasks and track progress. At least five (5) days prior to work initiation, the PDB entity is to provide the CDB PM with an electronic version of the plan and/or hardcopy as requested by the PM. Additionally, the plan is to have a cost per task field for each task – this is commonly called line item cost. Design costs shall also be detailed. No work is to start without written approval from the CDB PM that the plan is approved.

.3 Updates. The schedule shall be updated weekly, biweekly, or monthly as requested by the PM and include actual dates of completed tasks compared to scheduled dates.

A. The schedule shall be presented and discussed at each progress/pay meeting.

B. A three-week look-ahead schedule shall be submitted weekly to the PM and discussed at the progress meeting. This schedule shall be based on the master schedule and expand on it, as appropriate.

C. Updated plans and schedules showing work progress shall be provided by the PDB entity on a weekly basis at the beginning of the work week, unless otherwise directed by the CDB PM. If there are possible deviations from the original plan, those are to be noted and approved by the CDB before work changes are implemented.

D. The schedule shall be submitted to the CDB as directed prior to start of construction.

E. **Reports.** The PDB entity shall report in writing on a weekly basis any problem areas; current and anticipated delay factors and their impact; any corrective action taken or planned and the effect of changes in the schedules.

.4 Failure to Schedule. Payment may be denied by CDB for the failure to submit and maintain a proper schedule.

.5 Reviews. CDB may review and comment on the schedule and may also attend any scheduling and update meetings. The PDB entity shall maintain the schedule as directed by CDB for compliance with the requirements herein. Since the schedule is dependent on the PDB entity's proprietary information and commitments, CDB cannot, and will not, warrant the schedule to be correct and sufficient to meet the required contract time(s).

01 35 00 SAFETY AND SECURITY

.1 Compliance with Regulations. All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials, shall comply with the applicable requirements of 29 CFR 1910/1926 and IDPH rules (as applicable). Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subparts A and B and IDPH rules (as applicable). All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. CDB's guidelines for asbestos, lead, PCBs and other hazardous materials are available in the Project Manual Workbook for Asbestos, Lead, UST, and PCB in the CDB Reference Library on CDB's website.

.2 PDB Entity Responsibility. The PDB entity shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. CDB shall not be held liable for any action on the part of the PDB entity, its employees or subcontractors, which result in illness, injury, or death.

.3 Inspections, Tests and Reports. The required inspections, tests, and reports made by the PDB entity, subcontractors, specially trained technicians, equipment manufacturers, and other as required, shall be at the PDB entity's expense.

.4 Materials and Equipment. Special facilities, devices, equipment, clothing, and similar items used by the PDB entity in the execution of work shall comply with applicable regulations.

01 35 23 FIRE SAFETY

The PDB entity shall not burn debris and waste on the site. Open flame heaters shall not be used without the approval of CDB and the Client Agency, and only when maintained under constant supervision.

01 35 24 INTERIM LIFE SAFETY MEASURES

.1 The PDB entity shall be responsible, as it may relate to its work, for preserving the fire safety integrity of existing facilities which are occupied during construction. Actions, including but not limited to the following, shall be taken when applicable to compensate for any hazards posed by the PDB entity's activities:

A. Ensuring that required exits are free of any obstructions.

B. Ensuring free and unobstructed access to emergency departments/services and emergency forces.

C. Ensuring that fire alarm, detection, and suppression systems, not specified to be disconnected, are not impaired. Temporary systems shall be provided when any fire system is impaired.

D. Ensuring that temporary construction partitions are smoke tight and built of non-combustible materials.

E. Ensuring compliance with applicable Client Agency regulations regarding the use of open flames and smoking.

01 35 53 SITE SECURITY AND PROTECTION OF WORK

.1 The PDB entity shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.

.2 The PDB entity shall protect the work, stored materials, and construction equipment from theft and vandalism. At Client Agency occupied sites, the PDB entity shall protect the Client Agency's operations from theft, vandalism or damage from the PDB entity's work.

.3 Site security shall commence upon initial mobilization of the work and be maintained until substantial completion of the project or until written direction by CDB.

.4 Additional requirements for site security may be listed herein and in the RFQ.

01 35 54 SITE SECURITY AT SECURE FACILITIES

.1 This article applies when specified in the RFQ and the work will be performed at a secure facility.

.2 The PDB entity shall provide CDB and the Client Agency with a complete list of all persons duly authorized to work on the project. Only those persons will be admitted into the facility. All construction workers may be fingerprinted. The facility may issue temporary identification cards that will be kept by security personnel at the facility entrance during non-working hours. Each worker may be required to sign in and out every time they enter or leave the facility.

.3 State law prohibits the import of contraband such as liquor, firearms, ammunition and other similar items into the facility. Searches may be conducted at any time by the Client Agency. The use of cameras and recording devices is restricted. Such use must be approved on a case-by-case basis.

.4 CDB or the Client Agency may require the PDB entity to remove any worker who has been convicted of a felony, who is a member of the family of an individual in custody or who violates any of the provisions of this Article.

.5 With the approval of the facility, the PDB entity may move on site a trailer or shed for a temporary office or for tool storage. All tools taken in shall be listed in a manifest with copies provided to institution security personnel. All tools shall be accounted for at the close of each day. All changes to the tool inventory shall be addressed by changing the facility manifest. The PDB entity is responsible for the proper storage of tools within the facility and all broken tools shall be reported. The tool shed provided by the PDB entity shall be securely locked and the keys carried by the facility employee in charge. All clothing not being worn shall be locked in the shed.

.6 A designated area will be arranged for personal vehicles whose ignition, trunk, and doors shall be locked at all times. All contraband shall be removed. Within the facility property, the PDB entity shall comply with any speed limits designated by the Client Agency. Trucks will be admitted to the facility only by the request of the PDB entity and only under the supervision of authorized facility personnel. Trucks will be immediately loaded or unloaded by the PDB entity and removed. Heavy equipment left within the institution at night shall be securely locked and every precaution taken to prevent them from being started.

.7 Workers shall not talk to, signal, whistle or in any way attract the attention of any resident of the secure facility or individual in custody and shall restrict their movements to the project area. Workers shall not come to the job under the influence of intoxicants or drugs. Nothing shall be taken from or given to a resident of the secure facility or individual in custody. Residents of the secure facility and individuals in custody are not to help the work force in any way. Workers shall promptly notify their supervisor or a facility official of all unusual happenings pertaining to a resident or individual in custody.

.8 Washing and toilet facilities for the use of the PDB entity may be designated by CDB and the Client Agency.

.9 The facility is not expected to furnish medical aid or treatment to a construction worker.

.10 Additional requirements for site security may be listed herein and in the RFQ.

01 40 00 QUALITY REQUIREMENTS

01 43 10 MATERIALS AND WORKMANSHIP

.1 **New Products.** Unless otherwise specifically provided in the RFQ, all materials, equipment and products incorporated in the work under the contract shall be new and of a suitable grade for the purpose intended. Shopworn materials, prototypes and discontinued models are not acceptable.

.2 **Skilled and Workmanlike Manner**. All work under the contract shall be performed in a skillful and workmanlike manner.

01 45 10 QUALITY CONTROL

.1 **General.** In addition to the requirements of Section 01 40 00, the PDB entity shall comply with any quality control provisions specified in the RFQ. If the PDB entity fails to submit an acceptable quality control plan within 45 days of ATP, or other period of time specified in the RFQ, the CDB PM may refuse to allow construction to start if an acceptable interim plan is not furnished or withhold funds from progress payments in accordance with SD-PDB clause 01 29 76.9 "Withholding of Payments", until such time as the PDB entity submits an acceptable final plan.

.2 **Acceptance.** CDB will review the quality control plan. The PDB entity shall make such changes and additions as necessary for clarity and completeness as requested by the CDB. Acceptance of the PDB entity's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the CDB reserves the right to require the PDB entity to make changes in quality control plans, personnel, and operations to correct deficiencies to assure contract compliance.

.3 Changes. When the PDB entity proposes changes in the quality control plan or implementation during construction, the CDB PM shall be notified in writing. The PDB entity shall not implement changes prior to acceptance in writing by the CDB PM.

01 45 16 INSPECTION AND TESTING

.1 General. The work will be subject to inspection and testing by CDB or the Client Agency at all reasonable times and at all places. All such inspections and testing will be conducted in such manner as not to unreasonably delay the work or increase the cost of performance. The PDB entity shall provide a schedule of material/system testing to be performed throughout the project following code and industry standards The PDB entity shall also provide, without additional compensation, all facilities, labor, and material reasonably necessary for such safe and convenient inspection and testing as is required.

.2 Timely Notice. When the contract or Federal or State laws require any work to be tested or approved, or if work not yet inspected is to be covered, the PDB entity shall give CDB timely notice of the work's readiness for inspection. If inspection is to be made by a third party (e.g. IDPH), the PDB entity shall promptly notify CDB of the date and time fixed for such inspection.

.3 Uncovering of Work. Work covered without consent of CDB shall, upon CDB’s request, be uncovered for examination and recovered at the PDB entity’s expense. Work covered with the consent of CDB shall, upon CDB’s request, be uncovered for examination. If such work is found to be in accordance with the contract, the contract sum and contract time will be increased in accordance with these documents. The uncovering and recovering shall be at the PDB entity's expense if such work is found not in accordance with the contract.

.4 Correction of Work. Without additional compensation, the PDB entity shall promptly correct all work rejected as defective or as failing to conform to the contract documents unless CDB agrees to accept such work with an appropriate reduction in the contract sum. Disputes related to the rejection shall be communicated in writing to CDB within thirty (30) calendar days of the rejection but shall not delay the correction of the work. If the PDB entity does not promptly correct rejected work, CDB may repair or replace such work in accordance with its right to carry out the work as specified herein.

01 45 23 CONSTRUCTION TESTS

.1 The PDB entity will, unless CDB has specified otherwise in the RFQ, contract and pay for construction tests specified in the contract documents.

.2 The employment of a testing firm by CDB does not relieve the PDB entity's obligation to perform work in accord with the contract.

A. Subject to CDB approval, testing may be waived on certain products when they are produced by qualified plants accepted by the Illinois Department of Transportation.

B. The PDB entity shall notify CDB and the testing firm in advance of installations to allow for scheduling of tests. The testing firm will obtain written acknowledgment of each inspection or test from the PDB entity and shall promptly notify CDB and the PDB entity of deficiencies in the work.

C. The testing firm is not authorized to alter contract requirements, approve or reject any portion of work, or perform any duties of the PDB entity.

D. The PDB entity shall:

1) Cooperate with laboratory personnel; provide access to work and manufacturer's operations; provide samples of materials to be tested, copies of mill test reports, and verification of compliance with contract requirements for materials and equipment; and furnish labor and facilities to provide access to work, to obtain and handle samples, to facilitate inspections and tests, and for a laboratory’s exclusive use for

storage and curing of test samples.

2) Correct work which is defective or which fails to conform to the contract documents. Corrective work shall not delay the project schedule or the work of other contractors. Pay all costs of retesting when test results indicate a noncompliance with contract requirements.

3) Patch all surfaces and areas disturbed by testing operations.

01 50 00 TEMPORARY FACILITIES AND CONTROLS

01 51 00 TEMPORARY UTILITIES

.1 PDB Entity shall provide all required temporary utilities necessary to execute the work.

01 52 00 FIELD OFFICES

.1 **Field Offices.** The PDB entity shall provide and maintain field offices for its staff and CDB that support a big room type of environment focused on collaboration amongst all parties. Field office(s) layouts for the PDB entity and CDB should reference the Engineer's Field Office Type A, Illinois Department of Transportation, latest edition of the Standard Specifications for Road and Bridge Construction. It shall include a conference table and chairs, plan racks and files, and suitable audio/visual equipment at a minimum. The conference table is intended to be a size that accommodates representatives of the PDB entity, the Client Agency, CM/Owner's Advisor, and CDB. Two reserved parking spaces shall be allocated convenient to the offices for CDB unless noted otherwise based on individual project requirements.

.2 **Field Office for Other Contractors.** The PDB entity's major subcontractors may provide field offices for their own use at their option and expense, at the direction of PDB entity for location.

.3 **Additional Information.** Locate all field offices in coordination with CDB and the Client Agency. Field offices are to be cleaned at least weekly. The PDB entity shall provide an outdoor thermometer and a 36 in. x 24 in. sign on each office structure to identify occupants and function.

01 54 00 CONSTRUCTION AIDS

The PDB entity is responsible for providing and maintaining all the construction aids required for the work. CDB's review and approval is required for any aids, such as enclosures or barriers, that may damage other work. The PDB entity is responsible for any repair of any damage to the work or the existing facility caused by any construction aids that it provides.

01 55 00 ACCESS ROADS AND TRAFFIC CONTROLS

.1 **Temporary Access:** The PDB entity shall provide and/or maintain vehicular access to the site and within the site construct and maintain roads, drives, walkways, and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas, and other areas required for execution of the contracts, located as approved by CDB. The PDB entity shall provide all required flaggers for the project.

.2 **Existing Pavements:** Existing streets, drives, and parking areas may be used for construction traffic only if specified in the RFQ or approved in writing by the Client Agency and CDB. Existing pavements shall be maintained. Heavy vehicles or construction equipment shall not be allowed in parking areas, unless otherwise specified in the RFQ or approved in writing by the Client Agency and CDB. The PDB entity is responsible for the repair or replacement of all existing conditions damaged during construction work progress. The PDB entity shall restore the site, including existing pavement structures, to original or specified condition prior to final acceptance.

.3 Traffic Control: The PDB entity shall provide and maintain equipment traffic control and protective devices to expedite the work and comply with IDOT regulations for public roads and construction sites.

.4 Additional Information. Additional or modified requirements may be listed in the RFQ.

01 56 00 BARRIERS AND ENCLOSURES

.1 The PDB Entity shall provide all required barriers and enclosures necessary to execute the work.

01 56 39 TREE AND PLANT PROTECTION

.1 The PDB entity shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The PDB entity shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

.1 Environmental Controls. The PDB entity shall provide and maintain controls over environmental conditions at the construction until substantial completion.

.2 Dust Control. The PDB entity shall provide dust control materials to minimize dust from construction operations.

.3 Water Control. The PDB entity shall control surface water to prevent ponding or damage to the project, the site, or adjoining properties. The PDB entity shall provide, operate, and maintain pumps as required.

.4 Pest Control. The PDB entity shall provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of a proposed program to CDB.

.5 Pollution Control. The PDB entity shall prevent the discharge of noxious substances from construction operations. The PDB entity shall provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. The PDB entity shall take measures necessary to prevent pollutants from entering public waters.

.6 Erosion Control. The PDB entity shall plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills and from borrow and waste disposal areas and to prevent erosion and sedimentation. The PDB entity shall provide temporary control measures such as berms, dikes and drains. The PDB entity shall provide temporary control measures to prevent silting or runoff of silt or sediment from site.

.7 NPDES Permits. When applicable, the PDB entity shall cooperate with CDB and have primary responsibility for obtaining and complying with National Pollutant Discharge Elimination System permits.

.8 Vegetation Control. The PDB entity shall cut vegetation to eight inches maximum height and trim close to fences, buildings and other obstacles.

.9 Additional Information. Additional requirements may be specified in the RFQ.

01 58 00 PROJECT IDENTIFICATION SIGN

.1 The PDB entity shall provide and maintain a project identification sign, unless otherwise directed by CDB. CDB will provide format, wording, and logo.

.2 Structural Materials may be new or used, but sound, and structurally adequate. Plywood: AC APA EXT or MDO, thickness: 3/4" minimum, size 8 ft. wide x 4 ft. high. Posts: Treated wood, 4" x 4" x 10'-0" minimum height, set & compact posts minimum 3'-6" into grade. Total sign height: 6'-6" minimum.

.3 The PDB entity shall paint all exposed surfaces with one coat of primer and as a minimum, one coat of exterior enamel. Colors: Structure, framing, and front surface of sign: White. Border, logo, and lettering: Black.

01 60 00 PRODUCT REQUIREMENTS

01 60 10 PROHIBITED PRODUCTS

.1 CDB has determined that certain products shall not be incorporated into the project. The PDB entity shall not introduce these products into its work. These products are:

A. Asbestos and asbestos containing material (ACM)

B. Fire retardant treated (FRT) wood products in structural applications

C. Chlorofluorocarbons (CFC)

D. Polychlorinated Biphenyl (PCB)

E. Lead Based Coatings

F. Fire suppression systems using ozone depleting halons

01 66 00 STORAGE AND PROTECTION

Material Storage. The PDB entity shall provide and maintain storage, protection and security for stored materials and equipment on and off the site for the duration of the project. The PDB entity shall comply with manufacturers' recommendations. For Client occupied facilities, storage shall be where authorized by the Client Agency.

01 73 00 EXECUTION

01 73 29 CUTTING AND PATCHING

.1 This Article applies to installation of new work, remodeling, testing and uncovering of potentially defective work. Unless otherwise specified in the RFQ, the PDB shall provide its own cutting and patching.

.2 Prior to cutting which may affect structural members, the safety of the project, or other work, the PDB entity shall submit written notice to CDB.

.3 The PDB entity shall provide shoring, bracing and support. The PDB entity shall protect other portions of the project and provide protection from the elements.

.4 The PDB entity shall restore work which has been cut or removed. The PDB entity shall refinish entire surfaces as necessary to provide an even finish matching adjacent surfaces.

01 74 00 PROJECT CLEANING

01 74 13 CONSTRUCTION CLEANING

.1 The PDB entity shall provide regular cleaning and disposal of construction waste from the project site and shall provide covered containers for deposit of waste and rubbish.

.2 The PDB entity shall remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.

.3 The PDB entity shall leave all areas broom clean at close of construction each day.

.4 The PDB entity shall clean interior areas prior to start of surface finishing. The PDB entity shall maintain and protect new finishes.

01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

.1 At the end of each workday, the PDB entity shall clean up the work and storage areas and stack all materials in a manner approved by the CDB PM or his/her designated representative. Upon completion of the project, the PDB entity shall ensure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise by the CDB PM, disposal or debris shall be made at the PDB entity's expense and shall be delivered to a state approved disposal site. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.

.2 The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the PDB entity. Disposal shall be in accordance with applicable state and local regulations.

01 74 23 FINAL CLEANING

.1 At completion of work, or when directed by the CDB, the PDB entity shall remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials resulting from its work.

.2 The PDB entity shall clean and repair all exposed surfaces including, but not limited to, window glazing, inside and outside, horizontal surfaces; leave the work area clean and ready for occupancy; repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces; broom clean all exposed concrete and paved surfaces; mop all hard surface flooring; and vacuum clean all carpet.

.3 The PDB entity shall replace air handling filters if units were operated during construction and vacuum clean ducts, blowers and coils.

.4 The PDB entity shall maintain the cleanliness of the site until the project or designated portion is accepted by CDB.

01 75 00 STARTING OF SYSTEMS/COMMISSIONING

.1 The PDB entity shall conduct a thorough and systematic performance test of each element and total system in the presence of a representative of the DOR and/or the commissioning agent, if applicable. The PDB entity shall demonstrate that all systems comply with the requirements of the contract documents. The PDB entity shall test all control, alarm, and specialty systems including boilers, chillers, motor controls, building automation, power distribution, lighting, compressors, standby power, and special mechanical systems. The PDB entity shall correct or adjust all deficiencies in operation and retest.

.2 At CDB's discretion, or as described in the RFQ, the PDB entity will coordinate systems start-up/commissioning with commissioning agent, or other outside entity.

01 77 00 CLOSEOUT PROCEDURES

.1 When the PDB entity considers work complete, and after building commissioning and training, the PDB entity shall submit written notice that the work is complete. Include all submittals required for completion: record of Client Agency training and commissioning, certification that all adjustments to materials, equipment or systems as a result of building commissioning are complete, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule as part of the substantial completion process. The PDB entity shall submit notice at least seven (7) calendar days prior to the date requested for the inspection.

.2 The PDB entity will conduct a pre-final completion inspection in the presence of the CDB PM prior to the date scheduled for Final Acceptance.

.3 Prior to the final acceptance, the PDB entity will prepare a final completion package that contains:

A. Certificate of final completion.

B. Date of final completion.

C. Project Record Documents.

D. Certificates of inspection for elevators, boilers, plumbing, and systems which require local government inspection.

E. Copies of paid utility bills.

F. Asbestos abatement compliance records.

G. Warranties.

H. Responsibilities of Client Agency and the PDB entity for insurance; utility payments; operation and maintenance of mechanical, electrical and other systems; maintenance and cleaning; and security.

I. Certification of compliance with the Illinois Works Jobs Program Act Apprenticeship Initiative.

.4 Licensed Architectural and/or Engineering personnel and the CDB PM, in the presence of the PDB entity and the DOR, shall perform the final inspection and any discrepancies noted shall be corrected by the PDB entity within the time specified by the CDB PM.

.5 The PDB entity shall perform final cleaning as required.

.6 The PDB entity shall remove all tools, construction equipment, and surplus materials.

.7 The Client Agency will occupy the project or designated portions under provisions stated in the certificate of final acceptance.

.8 **Acceptance.** Acceptance will not bar claims of CDB under the warranty Article contained herein.

01 78 00 CLOSEOUT SUBMITTALS

01 78 23 OPERATING AND MAINTENANCE MANUALS

.1 The PDB entity shall compile product data related to the maintenance and operation of products and equipment provided under the contract. Provide O & M information as shown below. Each manual shall include a typewritten table of contents for each volume, arranged in project manual order. For each product, include the name, address and telephone number of subcontractor, maintenance contractor, and parts vendor. Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams. Include a copy of each warranty, bond, and service contract. Submit two copies of each manual.

.2 **For Materials and Finishes.** The PDB entity shall provide full information on products, including catalog number, size, composition, color and texture designations, and information for reordering special-manufactured products. Provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedule.

.3 **For Equipment & Systems.** The PDB entity shall provide operating characteristics and limiting conditions; performance curves, engineering data, and tests.

A. Include operating procedures: start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; maintenance procedures; servicing and lubrication schedule.

B. Provide manufacturer's operating and maintenance instructions; sequence of operation by control manufacturer; manufacturer's parts list, illustrations, assembly drawings, and diagrams for maintenance; predicted life of parts subject to wear; recommended spare parts.

C. Provide as-installed control diagrams by control manufacturer and each (sub-)contractor's coordination drawings with color-coded piping diagrams and charts of valve tag numbers, with location and function of each valve.

.4 **For Electric and Electronic Systems.** The PDB entity shall provide circuit directories of panel boards and color-coded wiring diagrams.

01 78 36 WARRANTIES AND BONDS

.1 **General.** The PDB entity warrants that all work provided under the contract will be in conformance with the contract and free from defects in workmanship, materials, and equipment for a period of one year or such longer period as may be specified in the contract documents, except as provided below. Warranty time periods shall commence with the date of CDB acceptance of the certificate of final completion. If CDB takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date that CDB takes possession.

.2 **Extended Warranties.** The PDB entity warrants that its workmanship, materials and equipment for those building systems subject to seasonal loads will be in conformance with the contract and free from defects for a period of two years, commencing with the date of the certificate of final completion. This includes, but is not limited to, heating, ventilating, air conditioning, temperature control and test and balance work, or other work as specified.

.3 **Nine Month Inspection.** The PDB entity will assist CDB and the Client Agency with an inspection of the project work nine (9) months after Final Acceptance. Any defects or non-conforming work noted shall be corrected per paragraph .5 below.

.4 **Latent Defects.** On demand by CDB at any time within the ten (10) year period following final acceptance, if applicable, the PDB entity shall promptly repair or replace all defective or non-conforming work resulting from, or constituting, latent defects, fraud, fraudulent concealment or gross negligence. CDB or the Client Agency will give timely notice of such defects.

.5 **Prompt Repair.** Upon notice from CDB or the Client Agency of such defects or non-conforming work, the PDB entity shall promptly visit the site in the company of CDB's or the Client Agency's representative to determine the extent of all defects or nonconforming work. The PDB entity shall provide all labor, material and equipment to promptly repair or replace the defective or non-conforming work. The repair shall include all adjacent work not necessarily provided by the PDB entity but damaged as a result of such defects or non-conforming work or as a result of remedying them. If the PDB entity does not promptly repair or replace defective or non-conforming work, CDB may repair or replace such work and charge the cost thereof to the PDB entity. Work which is repaired or replaced by the PDB entity shall be inspected and shall be warranted by the PDB entity in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

.6 **Commercial Warranties.** The PDB entity shall deliver all commercial warranties received from manufacturers, executed for the benefit of the Client Agency, prior to final completion but this shall not reduce PDB entity's obligations under this Article.

.7 **Other Warranties.** CDB may require the PDB entity to furnish other warranties as specified in the Project

Manual.

.8 **Submittal.** The PDB entity shall assemble executed warranties and bonds as required by the project manual or as instructed by CDB. Send one original signed set, bound with a table of contents, to the CDB PM for submittal to the Client Agency.

01 79 00 TRAINING

.1 The PDB entity shall provide formal training in operation and maintenance of all building systems as well as any other specified system within the project scope. Provide O & M manuals to serve as the basis for Client training. Submit records of dates, duration of each training session, material covered and documented attendance of Client representatives.

.2 All formal training sessions shall be recorded by the PDB entity and turned over to CDB and the Client Agency in mutually acceptable digital format.

.3 The PDB entity shall complete all training a minimum of sixty (60) days prior to the scheduled date of final acceptance.

.4 If unable to complete training sixty (60) days prior to final acceptance, the PDB entity must request, in writing, a waiver of this requirement from CDB, explaining why it is unable to do so.