



Capital
Development
Board
Building a Better Illinois



State of Illinois

STANDARD DOCUMENTS FOR CONSTRUCTION

(FOR DESIGN-BID-BUILD PROJECTS WITH AND
WITHOUT A CONSTRUCTION MANAGER)

JANUARY 2026



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PREFACE

The Standard Documents for Construction (SDC) apply to all Capital Development Board (CDB) projects, except those procured through the Design-Build delivery method or Progressive Design-Build. First issued in 1977, this is the twentieth edition of the SDC. This edition creates a comprehensive document for projects both with and without a construction manager. Significant changes were made to the 2025 version of the Standard Documents for Construction. In this 2026 edition, CDB has added requirements for Construction Managers into this document, and the following significant revisions and clarifications were made:

00 21 55.4- Added instruction on how contractors may receive an exception to the use of Illinois labor requirements
00 51 20.2(A) – Clarified that failing to be in good standing with the Secretary of State is a material deficiency.
00 72 80.7 – Clarified that work performed after contract expiration is not compensable.
00 72 80.10 – Clarified that leased equipment is subject to sales tax.
01 26 00.2 – Increased the minimum overhead and profit amounts allowed on contract modifications.

PLEASE NOTE: The term “Using Agency” and “User” has been replaced herein with “Client Agency.” Throughout the contract and all CDB documents, the terms “Using Agency” and “User” shall be deemed to mean “Client Agency.”

00 21 00 INSTRUCTIONS TO BIDDERS

00 21 05 PREQUALIFICATION

- .1 Responsibility.** Prequalification of the bidder, based upon a responsibility determination by Capital Development Board (CDB) in favor of the Contractor, is a condition for submitting bids for contracts. Bidders with a modified, limited, or conditional prequalification status shall submit bids according to that determination.
 - A. Being a responsible bidder 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. Evidence of participation shall be submitted as part of the bidding process.
- .2 Determination.** All bidders must obtain prequalification no later than the close of business the day before the bid opening. Application forms are available from CDB offices or electronically from CDB's website. 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 bidder's responsibility to submit applications timely. Generally, an applicant should allow at least forty-five (45) calendar days for the processing of an application.
- .3 Revocation.** CDB reserves the right to revoke prequalification and/or determine the bidder to be non-responsible and reject the bid at any time.
- .4 Performance.** In addition to the Article on CDB's Rights and Responsibilities, CDB may periodically evaluate the performance and responsibility of the Contractor and may suspend or otherwise modify the Contractor's prequalification in accordance with CDB Rules (44 Ill. Adm. Code 950). This may occur at any time prior to or after award of the contract. Suspension or modification of prequalification may include termination of contracts in progress or rejection of pending awards.
- .5 Department of Human Rights.** Bidders 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 the Department of Human Rights.
- .6 Secretary of State.** Bidders must be in "Good Standing" with the Secretary of State at the time a bid is submitted. Bidders 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.
- .7 Single Prime Delivery Method Projects.** The protected subcontractors, as identified on Document 00 41 00 Bid Form, shall be prequalified with CDB under the same requirements listed in 00 21 05.1-.6 for the bidder.

00 21 10 EXAMINATION OF BIDDING DOCUMENTS AND SITE

- .1 Duty to Examine and Inspect.** Bidders shall carefully examine the bidding documents and perform a reasonable inspection of the project site to obtain first-hand knowledge of existing conditions. Each bidder shall promptly report, in writing, any errors or inconsistencies that they detect in the bidding documents to the A/E and CDB prior to the bid date. By submitting their bid, each bidder represents that they have examined the bidding documents and inspected the site, that they understand the provisions of the bidding documents, and that they have familiarized themselves with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been discovered by such examinations.

- .2 De Facto Sole Material Source Specifications.** When it is discovered that a material specification that is not clearly identified as a bona fide sole source requirement either (1) lists more than one acceptable manufacturer, but in fact only one can meet the specification, or (2) is a performance specification so closely tailored to one manufacturer's product that no other can fully meet the requirements, a de facto sole source has occurred and must be reported immediately to the A/E.

00 21 20 OBTAINING AND RETURNING BIDDING DOCUMENTS

- .1 Bidding Documents** include but are not limited to:

- A. Standard Documents for Construction for Projects with and without a Construction Manager
- B. Advertisement for Bids
- C. Bid Forms (including DHR PC-2, MBE/WBE/PBE/VBE Business Enterprise Utilization Form, and Bid Security.)
- D. The Project Manual, including: Supplementary Conditions, List of Drawings, Schedules & Tables, Details, and Specifications
- E. Drawings
- F. Addenda

- .2 Standard Documents for Construction.** This document, the Standard Documents for Construction (SDC), is an essential and integral part of the bidding and contract documents. Unless specifically modified in the Project Manual, the terms and conditions herein shall be part of the contract and binding on the Contractor.

- .3 Advertisements for Bids.** Bidding documents may be obtained in accordance with the advertisement for bids. Advertisements are published on the Illinois Procurement Bulletin for the Capital Development Board, which is available electronically on CDB's website. Projects may also be advertised in newspapers and may be available at commercial plan rooms. CDB reserves the right to cancel all or any part of the bid opening.

- .4 Plan Deposits.** A refundable plan deposit may be required from all plan holders. Non-cash plan deposit programs which are guaranteed by Contractor associations are acceptable.

- .5 Deposit Refund.** Plan holders shall return all bidding documents to the Architect/Engineer (A/E) or to the issuing office within forty-five (45) calendar days after the bid opening. Postage to return documents shall be at the plan holder's expense. The A/E will return the deposit within ten (10) calendar days of receipt of bidding documents only if documents are returned in good reusable condition. The Contractor(s) awarded the work shall not be required to return their bidding documents, but their deposits shall be returned to them.

00 21 40 CONTRACT ADMINISTRATION FEE

- .1 Applicability.** Each Contractor may be assessed a contract administration fee (CAF) as set forth in the bidding documents, Project Summary 01 11 00. The Contractor shall be solely responsible for taking into account the CAF when preparing its bid.

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

- .3 Change Orders.** The CAF is not applicable to change orders, unless specifically included by CDB.

00 21 50 SUBCONTRACTING AND OVERSIGHT

- .1 Subcontractors and Suppliers**

- A. **General.** Except where otherwise specified, the Contractor may subcontract any part of the work. No work may be subcontracted to any Contractor whose status as a Contractor has been suspended, debarred, or otherwise limited from doing work by CDB or any other agency, board, or department of the State of Illinois or any other governmental entity at the time of the execution of the subcontract. Subcontractors must be registered with CDB prior to submittal of the Contractor's Schedule of Values (CSV).
 - B. **Subcontract Obligations.** All work performed by a subcontractor or supplier of any tier shall be pursuant to an appropriate agreement between the Contractor 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 Contractor shall apply to this agreement and are hereby incorporated by reference." The Contractor shall make all such contract documents available to the subcontractor or supplier.
 - C. **Subcontract/Supplier Disclosure.** The Contractor shall submit with its bid 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 Contractor 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 Contractor retains the right to approve and/or make payments for work. The subcontract shall include reference to 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 Contractor within twenty (20) days of the execution of a contract with CDB or twenty (20) days of the execution of the subcontract, whichever is later. The Contractor 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 Contractor 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.
- .2 **Oversight.** Each Contractor shall oversee all of its subcontractors. Each Contractor shall provide a superintendent as required by Paragraph 00 72 40.7 to supervise all work. For single prime delivery method projects, in addition to the Contractor's superintendent, each protected trade shall provide a superintendent to oversee its work.

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 Contractors are 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, Contractors 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 Contractor 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 Contractors 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 may submit a bid as a joint venture. The joint venture must meet all requirements for doing business with the State of Illinois prior to execution of the contract. If a joint venture submits the lowest responsible and responsive bid, CDB may require disclosure of the contractual arrangement between the members of the joint venture prior to award. At a minimum, the joint venture documents shall identify the consent of surety and insurance underwriters to insure the joint venture in accordance with CDB requirements.

00 25 00 PRE-BID MEETINGS

- .1 **Notice.** CDB may schedule a pre-bid meeting prior to bid opening. Notice of the time and location will appear in the advertisement for bids. Attendance at pre-bid meeting may be mandatory when specified in the Project Manual. Refer to Paragraph 00 51 20.2A.8.
- .2 **Site Examination at Conference.** Certain project locations, particularly correctional centers, may have restricted access for pre-bid examinations. It shall be each bidder's responsibility to attend the pre-bid conference to examine the site and arrange for any subsequent examinations.

00 41 00 BIDDING DOCUMENTS

00 41 10 BID FORM PREPARATION

- .1 **Bid Form.** Bids shall be submitted pursuant to instructions provided in the solicitation. The bidder shall not make changes in the standard Bid Form or bid bond provided by CDB. The bidder shall fill in all relevant blank spaces including alternate bids and unit prices in type or ink, not in pencil. Refer to Paragraphs 00 51 20.2.A.4 and 00 51 20.2.A.6.
- .2 **Price Determination.** If the amount of the bid is unclear, the bid price will be determined by the following:
 - A. When words and figures are not identical in form or amount, the amount shown in figures will govern where such figures are not ambiguous.
 - B. When words and figures are not identical in form or amount and the figures are ambiguous, the words will govern.
 - C. When figures provided electronically and on the 00 41 00 are not identical, the figure on 00 41 00 will govern.

- D. When the intention and meaning are clear, omissions or misspelling of words will not render the words ambiguous.
- E. When both figures and words are ambiguous, the bid price will be considered indeterminate. Refer to Paragraph 00 51 20.2.A.5.

.3 Conditions or Qualifying Statements. By submitting a bid, the Contractor agrees to accept all of CDB's contract terms. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not acceptable and unless rescinded, will result in rejection of the bid. Prior to submitting a bid, the Contractor shall discuss and resolve with the A/E and CDB any issues that would lead to a qualifying statement. Also see Article 00 91 00 Addenda. This paragraph does not apply to product substitutions submitted in accordance with Article 00 43 25.

.4 Bid Submittal Process. All bids shall be submitted as prescribed in the Advertisement for Bids, 00 11 13, or as otherwise specified by CDB.

.5 Change and withdrawal.

- A. **Modifications.** Changes or withdrawal of bids shall be made in accordance with instructions provided in the Advertisement for Bids, 00 11 13, and must be received by CDB before the time stated for the bid opening.
- B. **Confirmation.** It shall be the bidder's sole responsibility to ensure receipt by CDB of any such modification.
- C. **Request for Withdrawal After Bid Opening.** Withdrawal of bids after opening is not ordinarily permitted. If a bidder requests a withdrawal of the bid, the bidder must establish, clearly and convincingly, that the bid was founded on a credible error or omission and that error will result in substantial loss to the bidder and it otherwise is not in the best interest of the State. CDB shall review the evidence provided and may grant the request to withdraw. Excessive requests for withdrawal may result in sanctions being imposed, including default of the bid security. Other sanctions may include denial of bidding privileges, revocation of responsibility determination, or other appropriate actions.

.6 Reformation. Changes in or reformation of the bid after the bid opening shall not be granted except as allowed by Article 00 51 20.

00 41 15 SIGNING BID SUBMITTAL

- .1 Signatures.** The Bid Form shall be signed by the bidder.
- .2 Authorized Person.** All bid documents shall be signed by an authorized representative to bind the business entity to a contract. The legal name of the business 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 bidder.
- .3 Surety Agreement.** The bidder represents that a surety company has agreed to issue bonds required by the contract documents for the work if the bid is accepted by CDB.

00 43 00 SUPPLEMENTAL BIDDING DOCUMENTS

00 43 13 BID SECURITY

- .1 Submittal.** Bids shall be accompanied by a bid security in the form of a bid bond, certified check, cashier's check, or bank draft in the amount of 10% of the base bid.

- .2 **Bid Bond Form.** A bid bond form will be provided in the bidding documents. The bidder shall provide its bid bond on the CDB Form. Bid bonds shall be signed by the Contractor, an officer of the surety including a notary statement authenticating the signature, and an appropriate power of attorney of the surety.
- .3 **Acceptability.** Bid bonds shall meet the requirements of Article 00 73 17 and the Public Construction Bond Act (30 ILCS 550).
- .4 **Unacceptable Sureties.** The submission of bid security provided by an unacceptable surety shall, within seven (7) calendar days after receipt of notification thereof, be replaced with bid security acceptable to CDB. Refer to Article 00 73 17.
- .5 **Exchange.** Bidders may replace a certified check, cashier's check, or bank draft with an acceptable bid bond within seven (7) calendar days after the bid opening.
- .6 **Retention of Bid Security.** CDB will retain all bid bonds. Certified/cashier checks and bank drafts will be retained for the three (3) lowest responsible and responsive bidders until the awarded Contractor has complied with all post award requirements.
- .7 **Default.** When, for any reason the bidder withdraws its bid within sixty (60) calendar days or any other specified period after the bid opening, or fails to comply with all post award requirements, such defaulting bidder and its surety shall pay to CDB all costs incurred by CDB for procuring the performance of the work, including the difference between the dollar amount of the defaulting bidder's bid and the accepted bid if the accepted bid is higher. Such costs shall include, but not be limited to, the additional contract price paid for the work and additional costs for advertising and Architect/Engineer services. When such costs are less than the bid security, the defaulting bidder shall be entitled to the excess of its bid security. When the defaulting bidder is the sole bidder and, after an attempt to secure other bids by readvertising none can be obtained, CDB shall be entitled to the full amount of the bid security as liquidated damages.

00 43 22 UNIT PRICE ITEMS

- .1 **Definition.** A unit price is a fixed price for a specified unit of work. The fixed unit price includes overhead and profit.
- .2 **Component of the Base Bid.**
 - A. The unit price work may be a component of the base bid. The bidder shall multiply the unit bid price times the specified quantity and enter the extension, in figures, in the column provided in the Bid Form. In case of a conflict between the unit price and the extension, the unit bid price shall govern and the base bid will be corrected.
 - B. The acceptance of base bid unit prices shall be a condition of contract award. Bids will be rejected if the unit prices are not acceptable.
 - C. Quantities specified in the Bid Form, although approximate, are included in the base or alternate bids. Payment to the Contractor will be made only for the actual work performed and accepted or materials furnished in accord with the contract. CDB may at any time, without invalidating the contract, increase, decrease, or omit any of the unit price items in accord with specified change order procedures.
 - D. Increased quantities will be paid for at the accepted unit bid price by change order.
 - E. Decreased or omitted quantities will be deducted from the contract sum at the accepted unit bid price by change order.
 - F. No payment will be made for any anticipated change in profit resulting from a change in the specified quantities.

.3 Separate Unit Prices.

- A. Unit prices may be a separate component outside the base bid. In these cases the bidder shall provide all requested unit prices as a condition of the bid.
- B. CDB reserves the right to accept or reject any or all unit prices. The award of the base bid is not conditional upon the acceptance of unit prices outside the base bid.
- C. Unit prices not specifically incorporated into the contract shall not be binding upon CDB or the Contractor.
- D. CDB may request additive and deductive unit prices for the same item of work.

.4 Change Orders Required. The acceptance of unit prices by CDB does not alter the change order process. The Contractor may not increase, decrease, or omit work units without a properly executed change order.

00 43 23 ALTERNATE BIDS

- .1 Requirement.** Bidders shall fill in each alternate bid with a bid price where alternate bids are included in the Bid Form. A zero shall be filled in if the alternate bid is zero. “No change,” “No charge” (or N/C), and “Not applicable” (or N/A) shall be equivalent to a zero bid. Refer to Paragraph 00 51 20.2.A.4.
- .2 No Division of Awards.** There will be no division of awards between base bid and accepted alternate bids.
- .3 Order of Priority.** Alternate bids will be accepted in the order as they appear on the Bid Form, unless the order of priority is changed by addendum.

00 43 25 PRODUCT SUBSTITUTIONS

- .1 Specified Materials and Equipment.** All bids shall be based on providing all products exactly as required by the bidding documents. Bidders may select only a named product and manufacturer. For products specified only by reference or performance standards, the bidder may select any product which meets or exceeds the specified standards, by any manufacturer, subject to the A/E's approval.
- .2 Sole Source Supplier, Manufacturer, or Subcontractor.** CDB reserves the right to sole-source a supplier, manufacturer, or subcontractor in the Project Manual. This proprietary source will be clearly identified as the sole source in the Project Manual. Bidders shall include this item in their base or alternate bids. If the bidder identifies other items that are “de facto” proprietary by the nature of the specifications, the bidder is required to notify CDB and the A/E immediately upon discovery. Refer to Paragraph 00 21 10.2.
- .3 Addenda Preferred.** It is preferred that requests for substitutions by addenda be submitted at least seven (7) business days prior to bid opening date and include a complete description of the desired change including any technical data and references for the A/E's evaluation. Requests are to be sent to the A/E and CDB Project Manager for the project. The A/E will include the modifications by addendum if a request is approved.
- .4 Substitutions.** A bidder may propose substitutions with a bid by completing the product substitution form, Form 00 41 07, included in the Project Manual, subject to the provisions stated thereon. CDB and the A/E will review the product substitutions proposed by the low bidder prior to award of contract. Accepted substitutions will be so stated in the contract. Substitutions not approved prior to the bid shall not be accepted if acceptance increases the amount of the contract.
- .5 CDB Rights.** CDB reserves the right to reject any proposed substitution.
- .6 Low Bid Proposal.** Only proposed substitutions of the lowest responsible bidder will be considered. Proposed substitutions shall not be a consideration in the determination of the lowest responsible bidder for award.

- .7 **Review.** The Client Agency and the A/E, as well as the Construction Manager, if applicable, will review the product substitutions proposed by the low bidder and make a recommendation to CDB prior to award of the contract.
- .8 **CDB's Determination.** CDB shall consider the Client Agency's and the A/E's recommendations, as well as its own independent review of the substitution, and make a final determination.

00 43 30 BUY ILLINOIS PROGRAM

- .1 **General.** The Buy Illinois Program encourages contractors to incorporate products manufactured, fabricated or assembled in the State of Illinois. It is a voluntary program; there is no incentive provision affecting the award of the contract nor is there a required percent of the contract that must be Illinois products.
- .2 **Illinois Products.** Illinois products will be indicated in the Project Manual with (IL) preceding the item in the specification paragraph. Typically, only specifications that are prescriptive, those listing three or more manufacturers, will be in the program. Contractors should consider these products when procuring the materials and equipment for the project. If the Contractor is aware of an Illinois product not listed, the Contractor is encouraged to advise the A/E prior to bidding or offer a product substitution with the bid. CDB will verify that the product meets the definition of an Illinois product and add it to CDB's Buy Illinois product directory.
- .3 **Value of Illinois Products.** Contractors 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.
- .4 **Other Illinois Products.** Where material is specified to comply with standards and/or codes and not by a list of acceptable manufacturers, Contractors are still encouraged to purchase Illinois products. However, the Contractor should not include these materials in the computation of the total dollars for Illinois products on the CSV.

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 for each contract. The Bid Form will contain a DHR PC-2 Form (00 41 04 Form) with specified hiring goals. In accordance with the rules of the Illinois Department of Human Rights (DHR), the bidder shall complete the appropriate PC-2 Form that is contained in the bidding documents. Failure to complete this form shall result in rejection of the bid if not remedied. Refer to Paragraph 00 51 20.2.B.10.
- .2 **Post Award Requirement.** Approval by CDB of the Contractor's DHR PC-2 hiring projection shall be a post award requirement. Should the Contractor's projection be unacceptable, the Contractor shall be required to negotiate an acceptable projection with CDB in accordance with the rules of the Department of Human Rights. Where an acceptable projection has not been negotiated within ten (10) calendar days of issuance of notice of award, the bid may be rejected and a claim made against the bidder's bid security.
- .3 **Compliance.** The Contractor shall submit monthly reports of its hourly workforce utilization including all subcontractor hours to CDB's Fair Employment Practices Unit on Monthly Manpower Utilization Report (MMUR) forms which will depict the monthly total of workforce hours and a breakdown of minority/female workforce hours. If the Contractor 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 DHR. DHR may impose penalties that may include any combination of the following:
 - A. Termination of the contract.
 - B. Debarment from participating in public contracts for a period not to exceed three years.
 - 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). Firms must be certified in the National Institute of Governmental Purchasing (NIGP) commodity code(s) applicable to the services to be provided. The MBE/WBE/PBE/VBE's certification with CEI shall be in good standing prior to the bid opening date.
- .2 Designated Projects.** CDB may designate projects with "MBE/WBE/PBE/VBE participation goals." See the 00 41 05 Form in the Project Manual, for applicable goals for first and second tier (level) subcontractors and supplier MBE/WBE/PBE/VBE participation. For Single Prime Delivery Method Projects: participation of certified MBE/WBE/PBE/VBE second level subcontractors and suppliers is permissible for meeting applicable goals.
- .3 Bid Form.** Each bidder shall name, on the 00 41 05 Form, the MBE/WBE/PBE/VBE firm it intends to use to meet the specified goals, the proposed dollar value for work being provided by the MBE/WBE/PBE/VBE firm, the NIGP commodity codes the MBE/WBE/PBE/VBE firm is certified in and that relate to the work being performed, and a description of the work being performed. The 00 41 05 Form submitted with bid must include a Letter of Intent, signed by the bidder and 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 bidder, description of services provided, and the dollar value of the proposed subcontract between the bidder and MBE/WBE/PBE/VBE firm. If no eligible participation is listed on the 00 41 05 Form, then the bidder must submit documentation of its good faith efforts to achieve the goals with its bid or the bid will be considered non-responsive. If eligible participation is included on the 00 41 05 Form, but the specified goals are not met or the bidder 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 bidder shall: (1) cure the deficiency in the bid 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 Bidder.** If the bidder is a minority, woman, person with disability, or veteran owned business then the bidder shall indicate the work proposed to be done with own forces on the 00 41 05 Form. CDB encourages MBE/WBE/PBE/VBE prime bidders to use MBE/WBE/PBE/VBE subcontractors/suppliers.
- .5 Joint Venture.** If the bidder 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 .11.G.
- .6 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 bid or terminate the contract.
- .7 Request for Assistance.** If the bidder needs assistance in locating subcontractors or suppliers to meet the goals, bidder shall contact CDB's Fair Employment Practices Unit (FEP) both prior to the submittal of the bid, and, if applicable, during the 10-day cure period.
- .8 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 bidder, despite the bidder'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 bidder. 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 bidder 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 bidder 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 bidder communicated with certified MBE/WBE/PBE/VBE firms.
- G. Evidence that the bidder 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 bidder has used in the current and prior fiscal years. The fiscal year is from July 1 until June 30.
- J. Documentation demonstrating that the bidder 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 bidder 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 bidder 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 bidder engaged with FEP for assistance in its efforts to achieve the specified participation.
 - 3) The bidder attended the CDB pre-bid meeting for the project.
- O. All actions taken to solicit MBE/WBE/PBE/VBE firms both pre-bid opening date and post-bid opening date.
- P. A revised 00 41 05 Form, 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.
- .9 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 bid opening, then the Contractor shall make a good faith effort to replace, in-kind, the MBE/WBE/PBE/VBE. The Contractor shall submit the 670 Form identifying the replacement firm, and in the event the replacement firm is not a certified MBE/WBE/PBE/VBE firm, the Contractor shall provide evidence of good faith effort to find a certified MBE/WBE/PBE/VBE replacement on the Contractor'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.
- .10 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 prime Contractor 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.
- .11 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 Paragraph 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 of the bid opening, 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 a Contractor'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.

.12 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 Prime Contractor 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 Prime Contractor has met the goal, the work the MBE/WBE/PBE/VBE Prime Contractor 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 Article 00 43 39.
- E. A bidder's efforts to exercise Good Faith Efforts by providing assistance in advance of the bid 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 Article 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 Article 00 43 39. A bidder's efforts to assist the MBE/WBE/PBE/VBE will not be credited.

.13 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.

.14 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 Compliance.** The Contractor shall comply with the Illinois Works Jobs Program Act Apprenticeship Initiative (30 ILCS 559/20-20(a)(2)).
- .2 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. See Section 00 43 44 of the Project Manual for applicable apprenticeship goals. 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.
- .3 Illinois Works Budget Supplement.** The Contractor 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. The Budget Supplement shall contain a complete and thorough estimate of all the labor hours to be performed by the Contractor 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.
- .4 Reporting Requirements.** The Contractor shall submit quarterly reports of its hourly workforce utilization including all apprenticeship hours to CDB's Fair Employment Practices Unit on Illinois Works Apprenticeship Initiative Reporting Forms.
- .5 Reduction or Waiver of Goal.** If, at any point during the project, the Contractor determines that it may not meet the apprenticeship goal for any prevailing wage classification, the Contractor shall submit a request for a reduction or waiver of that particular goal, indicating why the goal may not be met. The Contractor 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).
- .6 Certification of Completion.** Upon completion of the work set forth in the contract, the Contractor shall submit a certification demonstrating that it has met the 10% apprenticeship goal or received a reduction or waiver of the 10% apprenticeship goal for each prevailing wage classification.
- .7 Penalties.** Intentional failure to comply with the Illinois Works Apprenticeship Initiative may result in CDB taking any combination of the following actions:
 - A. Terminating the contract;
 - B. Prohibiting the Contractor from participating in public contracts for a period not to exceed three (3) years;
 - C. Seeking a penalty of up to 25% of the contract a result of the violation; or
 - D. Seeking any other remedy provided under this contract or allowed by law.

00 51 00 BID OPENING AND AWARD

00 51 10 BID OPENING

- .1 Public Opening.** Bid information will be disclosed pursuant to the Advertisement for Bids, 00 11 13. Unofficial results will be posted on the Illinois Procurement Bulletin located on CDB's website.
- .2 Related Bids.** In the event of an assignment, CDB may open bids for the other contracts prior to the bid opening for the Coordinating Contractor work. Unofficial results for the other contracts will be posted on the Illinois Procurement Bulletin on CDB's website.
- .3 Bidder Agreements.** The bidder agrees to:
 - A. Hold the bid open for sixty (60) calendar days after the bid opening or for another stated period as indicated in Section 01 11 00 of the Project Manual. By mutual agreement in writing, the bid may be held open for an additional period of time.
 - B. Enter into and execute a contract with CDB if awarded based on the bid.
- .4 Informational Only.** The public opening and reading of bids are for informational purposes only and are not to be construed as acceptance or rejection of any of the bids submitted.

00 51 20 ACCEPTANCE AND REJECTION OF BIDS

- .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 bid.
 - B. Reject any or all bids.
 - C. Waive technical deficiencies and irregularities.
 - D. Allow bidder 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.
 - G. Rebid any contract.
- .2 Bid Rejection.**
 - A. Bids will be rejected for the following material deficiencies:
 - 1) Failure to be prequalified with CDB no later than the close of business the day before the bid opening (Article 00 21 05) or being determined non-responsible after bid opening.
 - 2) Submission of a bid late.
 - 3) Submission of a bid in a manner that reveals the bid price prior to the bid opening (example: by fax).
 - 4) Omission of a base bid price, alternate bid price or unit price (Paragraph 00 41 10.1).
 - 5) Submission of a bid price that cannot be determined.
 - 6) Failure to sign the 00 41 00 Bid Form.

- 7) When CDB does not accept the unit price(s), when those prices are an integral part of the base bid, the bidder shall be rejected.
 - 8) Failure to attend a mandatory pre-bid meeting.
 - 9) Bids not in substantial conformance with the bidding documents and whose non-conformance is determined to be material and unresponsive.
 - 10) Failure to submit Bidder Disclosure(s) Form and Certifications with bid, when the bidder is not registered with the Illinois Procurement Gateway (IPG).
 - 11) Failure to be registered with the State Board of Elections, prior to bid opening date, when applicable.
 - 12) Failure to submit documentation acceptable by CDB of the bidder's good faith efforts to meet applicable MBE/WBE/PBE/VBE goals at time of bid when no eligible participation is listed on the 00 41 05 Form.
 - 13) Failure to be a legal entity authorized by the Secretary of State to do business in Illinois.
 - 14) Any other material deficiency specifically identified in the project bid documents.
 - 15) For Single Prime Contract Bids (as defined by 30 ILCS 500/30-30(a)): failure to provide names and bid proposal costs for required protected subcontractor trades or providing more than one protected subcontractor for each trade.
- B. Failure to remedy the following technical deficiencies within seven (7) calendar days after the bid opening shall result in rejection of the bid. These technical deficiencies are:
- 1) Failure to use a revised bid form when the bid forms have been changed by addenda.
 - 2) Failure to acknowledge an addendum, however adjustment of the bid amount will not be allowed.
 - 3) Failure to provide USDOL Apprenticeship and Training Certification for bidder and all known subcontractors.
 - 4) Failure to submit bidder's Certificate of Registration in an approved apprenticeship and training program.
 - 5) Failure to supply subcontractor and/or supplier names and Taxpayer Identification Numbers as required on the 00 41 01 Form.
 - 6) Submission of a bid bond not on CDB's form (Paragraph 00 43 13.2).
 - 7) Submission of a bid security in a form other than a bid bond, certified check, cashier's check, or bank draft (Paragraph 00 43 13.1).
 - 8) Omission of the signature of the officer of the surety or any other required signatures except the signature in Paragraph 00 51 20.2.A.6, submission of those signatures in pencil, or submission of a non-original signature.
 - 9) Replacement of a bid security from an unacceptable surety with one from a surety acceptable to CDB (Paragraph 00 43 13.4).
 - 10) Failure to furnish and/or complete the 00 41 04 Form (Illinois Department of Human Rights (DHR) Form PC-2).

- 11) Failure to submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.
 - 12) Failure to submit Certificate of Registration with State Board of Elections in accord with 30 ILCS 500/20-160.
 - 13) Failure to submit Disclosure of Business Operations with Government of Iran Form in accord with 30 ILCS 500/50-36.
 - 14) For Single Prime Contract Bids: failure of identified protected subcontractor to be properly prequalified with CDB, licensed and certified, at the time of bidding, to perform the identified trade.
 - 15) Any other technical deficiency specifically identified in the project bid documents.
- C. MBE/WBE/PBE/VBE goal compliance and 00 41 05 Form deficiencies. Failure to remedy the following deficiencies within ten (10) calendar days after the date of notification shall result in rejection of the bid. These deficiencies are:
- 1) When applicable, failure to submit a revised 00 41 05 Form, documenting achievement of goals.
 - 2) When applicable, failure to submit documentation acceptable by CDB 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 00 41 05 Form.
 - 4) Failure to sign the 00 41 05 Form.
- D. CDB at its sole discretion and without conferring any rights on any bidder may waive bid technical deficiencies or irregularities that are not in conformance with the bidding documents 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 bid shall be rejected.

00 51 25 PROTESTS

- .1 Filing a Protest.** Any person may file a protest related to the notice of procurement, the solicitation itself, any prebid/proposal meeting, or any decision to reject a late bid or proposal. Any person who has submitted a bid may protest a decision to reject its bid or a decision to award to another vendor. The subject matter of the protest must 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. The bidder may file a written protest with CDB's Chief Procurement Officer as outlined in the Advertisement for Bids and in administrative rule, 44 Ill. Adm. Code 8.2075.
- .2 Time for Filing.** Protests must be filed within fourteen (14) calendar days after the protester knows or should have known of the facts giving rise to the protest. However, protests affecting specifications or plans must be filed at least fourteen (14) calendar 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. Adm. Code 8.2075) will be provided by CDB upon request.

00 51 30 AWARD

- .1 Determination.** The contract will be awarded to the lowest responsible and responsive bidder whose bid produces the lowest combination of base bid and accepted alternate bids at the time of award.
- .2 Aggregate Bidding.** CDB may bid individual contracts or an aggregate of the individual contracts. This type of bidding involves multiple buildings at one site or multiple sites. Bids may be taken for each building (individual contracts) plus a bid for all buildings (an aggregate contract). In those cases the determination of the lowest and responsive bidder will be based on:
- A. The total of the lowest individual base bids and accepted alternate bids, or the lowest aggregate bid plus accepted alternate bids.
 - B. In the event the total of the lowest individual bids is identical to the lowest aggregate bid, the award will be made to the aggregate bidder.
- .3 Identical Bids.** Tie bids are those from responsive and responsible bidders that are identical in price. If the tied bidders include only one Illinois resident vendor, the Illinois resident vendor shall be given the award. In all other situations, the award will be decided by the toss of a coin properly witnessed and recorded, unless CDB and the CPO determine that awarding to one of the bidders is in the best interest of the State.
- .4 Post Award.** The issuance of a Notice of Award is based upon the expectation of the Contractor’s timely compliance with all post award requirements.

00 51 40 POST AWARD REQUIREMENTS

- .1 Contractor’s Duty to Comply.** The Contractor 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.
- .2 Submittals.** Within ten (10) calendar days from the date of the notice of award letter, the Contractor shall furnish, on CDB forms, the following:
- A. Contract executed by the Contractor;
 - B. Performance Bond;
 - C. Labor and Material Payment Bond;
 - D. Certificates of Insurance;
 - E. Builder's Risk Insurance Policy (if applicable);
 - F. Form 00665 - MBE/WBE/PBE/VBE Subcontractor Supplier Certifications and MBE/WBE/PBE/VBE Subcontractor/Supplier agreements (if applicable);
 - G. Completed Substance Abuse Prevention Certification Form and substance abuse plan (if applicable) for the

Contractor and subcontractors;

H. DHR PC-2 accepted by CDB's Fair Employment Practices Technician; and

I. Project Labor Agreement signature sheets for the Contractor and known subcontractors (if applicable).

- .3 Cancellation of Award.** All post award requirements are mandatory. Noncompliance shall be cause for CDB to cancel the notice of award and make a claim against the bid security.
- .4 Post Award Extensions.** CDB may extend the time limitations in writing for good cause. No extension shall operate as a waiver of post award requirements, nor shall it extend the contract completion date.
- .5 Delays.** Any delays to the commencement of the work due to the Contractor's failure to meet the post award requirements shall be the responsibility of the Contractor and its surety. The Contractor and its surety shall be responsible for the costs of any such delays.

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

- .1 Post Award Submittal.** Included with the notice of award package, the Contractor 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 on the 00 41 05 Form 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.
- .2 Listed Firms.** The 00665 Certification Form shall be completed and submitted for each MBE/WBE/PBE/VBE firm listed on the 00 41 05 Bid Form. Completion of the 00665 Form is not required for the Contractor who is a certified MBE, WBE, PBE or VBE firm. An MBE/WBE/PBE/VBE Contractor is 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 Contractor 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 and awarded alternates). The participation goal percentage amount shall meet or exceed the goal as specified on the 00 41 05 Form or an approved waiver request (refer to Paragraph 00 43 39.8 herein).
- .4 Voluntary Participation.** Contractors 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 39.9 herein.

00 55 00 AUTHORIZATION TO PROCEED

Commencement of Work. CDB shall issue an Authorization to Proceed with the work upon receipt and acceptance of all post award requirements. The Contractor is not authorized to start work prior to issuance of an Authorization to Proceed. No work may commence without written CDB approval for subcontractors over \$100,000 in value to confirm that these firms have met all disclosure and certification requirements. CDB shall require those subcontractors to stop work, including but not limited to, labor onsite or material purchases as necessary to enforce this requirement.

00 70 00 CONDITIONS OF THE CONTRACT

00 71 00 DEFINITIONS

.1 Contract Documents include:

- A. Bidding Documents (See Paragraph 00 21 20.1)
- B. Contractor's Bid Forms as accepted by CDB
- C. Contract (CDB Form 00 52 01)
- D. Approved DHR PC-2 Forms (CDB Form 00 41 04)
- E. Approved MBE/WBE/PBE/VBE Utilization Certification (CDB Form 00 41 05)
- F. Retention Trust Agreement
- G. Specified Insurance
- H. Performance Bond
- I. Labor & Material Payment Bond
- J. Approved Change Orders

.2 Architect Engineer (A/E). The A/E is the professional design firm that prepares the contract documents under contract to CDB. CDB may use staff to prepare the contract documents for certain projects and will act as the A/E.

.3 Contractor. The Contractor is any individual, firm, partnership, corporation, joint venture, or other entity who has entered into a prime construction contract with CDB.

.4 Subcontractor and Suppliers. A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the Contractor, who furnishes any goods or services of any kind under a subcontract entered into with CDB's prime contractors. This definition shall govern in general but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes 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 other clauses and documents make such a distinction.

.5 Construction Manager. A Construction Manager is the designated entity for certain projects to whom CDB may assign limited administration of the other contractors and will replace the Coordinating Contractor when a Construction Manager is on the project.

.6 Coordinating Contractor. A coordinating contractor is the designated Contractor in a multi-prime project to whom CDB may assign limited administration of the other prime contracts or the prime Contractor in a single prime project. When a Construction Manager is on the project, the Construction Manager shall take on the duties of the Coordinating Contractor as provided herein. Refer to Article 00 72 20.

.7 Assigned Contractor. An assigned contractor is a Contractor who has been assigned to the Coordinating Contractor for purposes of limited administration of the contract. CDB retains all rights to the contract. Refer to Article 00 72 20.

- .8 Response Action Contractor.** A Response Action Contractor is defined in the Commercial and Public Building Asbestos Abatement Act, 225 ILCS 207, and is identified in all documents as the abatement contractor for the specific pollutant involved in the work (e.g., Asbestos Abatement Contractor, PCB Abatement Contractor, etc.).
- .9 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.
- .10 Work.** The work comprises the complete construction required by the contract documents and includes all necessary labor to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.
- .11 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.
- .12 Provide.** Unless otherwise defined by the contract documents, provide means to furnish and install.
- .13 Protected Subcontractors.** For a Single Prime Delivery Method Project, a protected subcontractor is a subcontractor identified for a protected trade on the 00 41 00 Bid Form. The subcontractor shall be prequalified with CDB and be properly licensed and certified (if applicable) to perform the identified trade by furnishing and installing the work on-site.
- .14 Prime Bidding Contractor (Trade):** For a Single Prime Delivery Method Project, one of the identified protected trades that submits the bid with the intent of entering into the prime construction contract with CDB as the Contractor.
- .15 Proceed Order.** A proceed order is a written instrument that authorizes a Contractor to perform work that is not included in the contract when necessary to avoid delays in the project. A proceed order will provide that the added work will not exceed a specified amount. A proceed order will be followed by a change order that will set the actual price for the additional work.

00 72 00 GENERAL CONDITIONS

00 72 05 RELATIONSHIP TO PROJECT MANUAL

The following requirements are general conditions that apply to all contracts. The Project Manual may contain supplementary provisions applicable to the project which shall define specific work requirements.

00 72 10 TIME

- .1 Time is of the Essence.** The Contractor, 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 Cost of Additional Services.** The Contractor shall reimburse CDB for all additional costs of the A/E, Construction Manager, commissioning agent, and other contractors resulting from the Contractor's failure to satisfactorily complete the work within the contract time.
- .3 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 Contractor or of its subcontractors or suppliers. This includes but is not restricted to the following:
 - A. Acts of God.

- B. Acts of CDB or the A/E, Construction Manager, or commissioning agent.
 - C. Acts of other contractors in the performance of a contract with CDB, except when such other contracts are assigned to the Contractor.
 - 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.
- .4 Written Requests.** Requests for an extension of time will not be considered unless made in writing to the A/E and the Construction Manager, when applicable, within thirty (30) calendar days after the Contractor should have been aware of the cause of delay. Only one request is necessary in the case of a continuing cause of delay. Extensions of the contract time may be made by CDB during performance of the work. The grant of an extension of time to the Contractor shall not impair or prejudice the rights of CDB hereunder.
- .5 Approval Authority.** Changes in contract time are subject to approval at or above the CDB Regional Manager level.
- .6 Compensation for Delay.** The Contractor shall be entitled to compensation for costs directly caused by delay only if the Contractor establishes that the delay was unjustifiably caused by CDB, the Client Agency, the A/E, or other prime contractors or was unforeseen by the parties at the time of contract execution. Any compensation for delay will be limited to direct damages that the Contractor can substantiate. The Contractor will not be entitled to any consequential damages. The Contractor 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, 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 Contractor 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 Contractor's sole and exclusive remedy.

00 72 15 CONTRACT DOCUMENTS

- .1 Construction Documents.** The Contractor shall not perform any work without documents bearing Architect/Engineer's signed and dated "Issued for Construction" stamp. Each Contractor will receive construction documents in a quantity as determined by CDB up to a maximum of six (6) sets. The Contractor may purchase additional sets for a charge to cover reproduction and handling.
- .2 Contract Requirements.** The contract documents are complementary and what is required by any one shall be binding as if required by all. Specifications shall generally govern quality of materials and workmanship. Drawings shall generally govern dimensions, details, and location of the work. It is not intended to mention every item of work in the Project Manual which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the Project Manual. When an item appears in either the Project Manual or the drawings, but not both, it shall not be considered to be an ambiguity or inconsistency. In the event that an item in the Project Manual is inconsistent with the same item in drawings, the Contractor shall provide whichever is the more stringent or the most favorable to the State, as determined by CDB. If it is not possible to make the determination, the Project Manual shall control over the drawings.
- .3 Interpretations and Clarification.** All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the A/E, who will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of CDB.

00 72 20 ASSIGNMENT OF CDB CONTRACTS

- .1 Separate Contracts.** CDB may award separate prime contracts as specified in the Project Manual. CDB may designate one contractor, usually the Contractor with the majority of the work, as the Coordinating Contractor. CDB will assign responsibility for aspects of coordination and scheduling these prime contracts to the Construction Manager when there is one on the project.
- .2 Compensation.** All contractors agree to be bound by the provisions of this Article. All costs and expenses incurred as a result of assignment are included in the base bid.
- .3 CDB Retained Rights.** CDB retains the right to make payments directly to the assigned contractors, execute changes in the work of the assigned contractors, and enforce CDB's rights and responsibilities as to each assigned contractor as contained herein.
- .4 Coordinating Contractor/Construction Manager Liability.** Except as specified in the contract documents, the Coordinating Contractor or Construction Manager has no obligations or liability for the assigned contractor's contracts or for the assigned contractor's obligations for the payment of labor and materials in connection with the performance of their contracts.
- .5 Coordinating Contractor/Construction Manager Responsibilities.**
 - A. General.** Unless specifically stated in Paragraph 00 72 20.5.D, the Coordinating Contractor's responsibilities relate primarily to scheduling and coordination of the assigned contractors. Additional duties may be stated in Division 1 of the Project Manual. The Coordinating Contractor shall administer the entire project by directing, coordinating, scheduling, and expediting the assigned contractors' work. The Coordinating Contractor's superintendent shall direct the operations of all assigned contractors. When a Construction Manager is on a project, the Construction Manager shall perform the scheduling and coordination duties outlined herein. The assigned contractors shall supervise their work in accordance with the instructions of the Coordinating Contractor or Construction Manager, subject to the terms of the contract. Administration by the Coordinating Contractor or Construction Manager shall not relieve the assigned contractors from their duty to perform, supervise, and direct their own work.
 - B. Designated Coordinating Contractor.** On projects with only a single contractor, that Contractor shall perform the duties of the Coordinating Contractor as specified herein unless there is a Construction Manager on the project, and then the Construction Manager shall perform the duties of a Coordinating Contractor. On projects with multi-prime contractors and CDB does not designate a Coordinating Contractor, each contractor shall perform the duties of the Coordinating Contractor as it applies to its work as specified herein unless there is a Construction Manager on the project and then the Construction Manager shall perform the duties of a Coordinating Contractor.
 - C. Default.** The Coordinating Contractor or Construction Manager, when applicable, agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract in the event of default by any assigned contractor. If the Coordinating Contractor or Construction Manager fails to act in this case, all expenses incurred by CDB because of the Coordinating Contractor or Construction Manager's failure to properly act shall be at the loss, cost, and expense of the Coordinating Contractor or Construction Manager and its surety. This provision shall not limit the Coordinating Contractor or Construction Manager's legal rights against third parties.
 - D. Duties of the Coordinating Contractor/Construction Manager.** The Coordinating Contractor or Construction Manager shall be responsible for the following, unless indicated otherwise below:
 - 1) Coordination.** Develop and provide a project schedule and other appropriate procedures and methods to ensure that the assigned contractors function harmoniously in accordance with the plans and specifications and meet CDB's objectives for cost, time, and quality. The Construction Manager, if there is one, shall also oversee, supervise, and manage the project.

- 2) **Communication.** Maintain project lines of authority and communication and conduct coordination meetings. Refer to Paragraph 01 31 20.4.
- 3) **Schedules.** 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 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.
- 4) **Submittals.** Coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals by assigned contractors.
- 5) **Interpretations.** Consult with the A/E to obtain interpretations of the plans and specifications. Assist in resolution of questions which may arise. Transmit written interpretations to concerned parties.
- 6) **Use of Site.** Allocate use and location of temporary offices and storage areas. Verify that adequate temporary utilities are provided and maintained. Administer traffic and parking controls.
- 7) **Pay Meetings.** Review assigned contractor's application for payment as it relates to the project schedule, including contractor's affidavit and sworn statement ("CASS"), and requests for payment for stored materials. The Coordinating Contractor shall recommend approval of the assigned contractor's payment request or inform, in writing, the assigned contractor, as well as CDB and the A/E, the reasons why the pay requests should be modified or payment withheld.
- 8) **Change Orders.** Review assigned contractor's proposals for change as it affects the schedule and coordination of the project, process the proposals, and make recommendations to the A/E. Distribute copies to all contractors whose work will be affected. For such services the Coordinating Contractor, but not the Construction Manager, may be allowed a fee not to exceed 2.5% of any adjustment to the assigned contractor's contract if coordination duties are performed in a proper and timely manner.
- 9) **Inspections.** Schedule, give notice, and participate in the inspection, substantial completion, and final acceptance of the work of all contractors.
- 10) **Cleaning.** Coordinate the specified construction cleaning and final cleaning. Ensure that all construction cleaning is performed on a daily basis. Refer to Articles 01 74 13 and 01 74 23.
- 11) **Start-up of Permanent Mechanical and Electrical Equipment.** 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; and instruction of Client Agency's operating personnel. Distribute operation and maintenance manuals seven (7) calendar days prior to start-up.
- 12) **Project Completion.** Assemble project record documents (as-built) and other project closeout materials from assigned contractors and deliver to A/E. Refer to Article 01 78 39.
- 13) **Substantial Completion.** Upon assigned contractor's notice of substantial completion of work or a portion thereof, coordinate correction and completion of work.
- 14) **Final Completion.** Upon assigned contractor's notice that work is complete, submit written notice to the A/E and CDB that work is ready for final inspection. Secure and transmit to the A/E specified closeout submittals.
- 15) **Site Security.** Provide and maintain site security, including entry control of unauthorized persons and protection of the work, materials, and construction equipment. Refer to Articles 01 35 53 and 01 35 54. This shall be provided by the Construction Manager or Contractor as specified in the Project Manual, Division 01 11 05.

- 16) **Access Roads.** Provide and maintain vehicular access to and within the site to provide uninterrupted access to work. Provide and maintain traffic control. Refer to Article 01 55 00. This shall be provided by the Construction Manager or Contractor as specified in the Project Manual, Division 01 11 05.
- 17) **Temporary Environmental Controls.** Provide and maintain temporary environmental controls until substantial completion. Refer to Article 01 57 19. This shall be provided by the Construction Manager or Contractor as specified in the Project Manual, Division 01 11 05.
- 18) **Field Offices.** Provide and maintain field office for CDB, the A/E, and the Coordinating Contractor. Refer to Article 01 52 00.

.6 Assigned Contractors' Responsibilities.

- A. The assigned contractors shall cooperate with the Coordinating Contractor or the Construction Manager, when applicable; coordinate work of employees and subcontractors; submit scheduling information to the Coordinating Contractor or the Construction Manager, when applicable, and comply with the master project schedule; and transmit all submittals and notices to Coordinating Contractor, the Construction Manager, the A/E and CDB in accordance with the contract. Under the administration of the Coordinating Contractor or Construction Manager, the assigned contractors shall coordinate their work with that of other contractors.
- B. The assigned contractors shall provide scheduling information to the Coordinating Contractor or the Construction Manager, when applicable, for incorporation into the master project schedule and update as required.
- C. The assigned contractors shall provide the Coordinating Contractor or Construction Manager, when applicable, with a punch list for review and transmittal to the A/E when the assigned Contractor believes that the work or any part is substantially or finally complete.
- D. The assigned contractors shall turn over to the Coordinating Contractor or Construction Manager, when applicable, operations and maintenance data, spare parts, and maintenance materials.
- E. Responsibilities enumerated above are in addition to all other duties and responsibilities of general application stated elsewhere in this document.

00 72 25 CDB - RIGHTS AND RESPONSIBILITIES

.1 Authorized Representatives of CDB.

- A. CDB will designate a Project Manager for each project to administer the contracts.
- B. CDB has the right to designate authorized representatives, including the Architect/Engineer and Construction Manager, when applicable, to act on its behalf. Such authority shall be limited as specified herein, specified in the Project Manual, or as provided in writing. CDB and its representatives shall at all times have access to the work.
- C. CDB may issue orders and directions to the Contractor through the Architect/Engineer and Construction Manager, when applicable.

.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 Contractor to stop work, or any portion thereof, until the defective work or other contractual noncompliance is corrected.
- B. CDB may order the Contractor(s) to stop work due to emergencies. Contractors shall immediately cease work until the emergency no longer exists and directed to return to work by CDB.

.3 Right to Carry Out the Work.

- A. CDB may correct such deficiencies after giving written notice to the Contractor and its surety if the Contractor 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. Within twenty-one (21) calendar days of the notice, 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 Contractor 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 Contractor and its surety shall be liable for such amount to CDB if the payments then or thereafter due the Contractor are not sufficient to cover such amount. Contractor and its surety shall remit such amount to CDB within thirty (30) calendar days.
- B. In case of emergencies (as determined by CDB) involving public health or public safety, to protect against further loss or damage to state property, to prevent or minimize serious disruption of state services, or to insure the integrity of state records, CDB may cause such work to be performed without prior notice to the Contractor or its surety.

.4 Right to Terminate the Contract for Cause.

- A. CDB may terminate the Contractor's right to proceed with the work if the Contractor 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 Contractor 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 Contractor and its surety.
- C. The Contractor shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the Contractor 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 designated representative upon request. CDB reserves the right either to have the material delivered to the site and deduct the cost of the delivery from the contract balance or to abandon the material and 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 contract documents. 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 the 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 Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (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 Contractor but which are stored elsewhere, and finish the work by selecting the most advantageous method identified in the Illinois Procurement Code or in other relevant procurement laws and administrative rules. In such case the Contractor 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 Contractor and/or the surety shall pay the difference to 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 Contractor ten (10) calendar days written notice of its intention to terminate the contract.
- B. Upon receipt of such notice, the Contractor shall stop all work on the contract except for work CDB directs in writing to be completed. The Contractor will be paid for all work completed under the contract. The Contractor 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 Contractor cannot agree to the amount of payment due the Contractor.

.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 Contractor 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 Paragraph 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 Contractor 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 ninety (90) calendar days. At the expiration of ninety (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 ninety (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 ninety (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 Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or any or all of these, without additional compensation if the Contractor 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. 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 not performing work 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 Contractor or a subcontractor, CDB may instruct the Contractor to exclude such person and the Contractor shall comply.

00 72 35 ARCHITECT-ENGINEER

- .1 Duties, Responsibility and Authority.** The A/E employed by CDB has prepared the Project Manual and drawings for the project. When authorized to act on behalf of CDB, the duties, responsibility, and authority of the Architect/Engineer are set forth herein and in the Design and Construction Manual. Nothing contained herein shall create any contractual relationship between the Architect/Engineer and any of the following: the Contractor, any subcontractor, sub-subcontractor, supplier, or Construction Manager.
- .2 General.** The A/E shall consult with and advise CDB and the Construction Manager, when applicable, and act as CDB's representative as provided in these Standard Documents for Construction. CDB's instructions to the Contractors may be issued through the A/E who shall have authority to act on behalf of CDB in dealings with the Contractors to the extent provided in the Standard Documents for Construction.
- .3 Construction Manager.** The A/E and the Construction Manager, when applicable, shall coordinate and cooperate on all activities of mutual responsibility throughout the course of the project.
- .4 Submittals.** The A/E will review and monitor all required Contractor submittals for conformance with the contract documents within a timely manner. When there is a Construction Manager on the project, submittals will be returned to the Construction Manager for distribution to the contractors. More than two shop drawings resubmittals may result in the Contractor being charged for the cost of additional reviews.
- .5 Contractors' Payments.** The A/E shall review, verify, and certify Contractors' applications for payment; schedule, attend and assist in pay meetings; and maintain records of payments, contract balances, and all proposed and approved changes thereto. The A/E shall review, reconcile, and maintain files for the Contractor's waivers of liens and contractor's affidavit and sworn statements (CASS form).
- .6 Interpretations.** The A/E shall provide, when requested, interpretation of contract documents; and prepare and distribute supplementary drawings, specifications, and instructions.
- .7 Change Orders.** The A/E shall prepare requests for proposals for contract changes; evaluate Contractors' proposals; and review and verify the cost of the change and recommend action.
- .8 Observation of the Work.** The A/E shall observe the progress and quality of the work as is reasonably necessary to determine in general that it is proceeding in accordance with the contract documents and project schedule. The A/E shall monitor and verify conformance of materials, finishes, and workmanship to the quality standards established in the contract documents. The A/E shall notify CDB immediately if the work does not conform to the contract documents or project schedule, requires special inspection or testing, or has been disapproved or rejected.
- .9 Tests.** The A/E shall review and evaluate test reports and notify CDB and the Contractor of deficiencies. The A/E shall witness tests as required by the A/E's contract.
- .10 Defective Work.** On the basis of tests and observations, the A/E may disapprove or reject the Contractor's work while it is in progress if the A/E believes that such work will not produce a completed project that conforms to the contract documents.
- .11 Performance Testing, Start-up, and Training.** The A/E shall observe and assist in the refining and adjustment of any equipment or system. The A/E shall ensure that all training required by the contract documents is provided and shall attend and assist in all training of the Client Agency's personnel.
- .12 Closeout.** The A/E shall certify that to the best of their knowledge, the reviewed work conforms to the requirements of the contract documents; conduct substantial completion and final completion inspections; and expedite and coordinate substantial completion, final acceptance, Contractors' submittals, final payment, and facility turnover in accordance with CDB's procedures.

- .13 Records.** The A/E shall maintain records, including correspondence, submittals, schedules, payment requests, addresses of Contractors, subcontractors, and major suppliers.
- .14 Record Drawings.** The A/E shall observe the Contractors' record drawings (as-builts) at intervals appropriate to the construction and notify CDB, the Contractor, and the Construction Manager, if applicable, of any apparent failure to maintain up-to-date records. The Contractor shall prepare and submit revised contract documents as record drawings to show all changes reported to the A/E by the Contractor and all change orders and addenda made during construction, including the location of all concealed systems installed during construction. When there is a Construction Manager on the project, the Construction Manager shall collect all contractors' record documents prepared per Section 01 78 39 and deliver to the A/E at the end of each phase or at the end of the project, as directed by CDB.
- .15 Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, or supervision; or for safety precautions and programs in connection with the project or work thereon. Nothing hereunder shall relieve the Contractors from their responsibility to carry out the work in accordance with the contract documents.
- .16 On-Site Representative.** When included in its agreement, the A/E shall provide one or more on-site representatives to expedite interpretations and clarify the contract documents, record project activity and conditions, and perform any other duties assigned by CDB.
- .17 Response Action Project.** The A/E 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 when a project involves response action work as defined in the Commercial and Public Building Asbestos Abatement Act, 225 ILCS 207/15.
- .18 Claims and Disputes.** The A/E shall review the claim or dispute including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the A/E shall observe, measure, and verify costs incurred that are related to the dispute and shall provide a written response, interpretation, and recommendation for resolution to the claimant and CDB. CDB reserves the right to require the Contractor to satisfactorily document any claim and provide supporting documentation upon request within the time specified by CDB.
- .19 Nine Month Inspection.** The A/E shall assist CDB and the Client Agency with an inspection of the project work nine months after substantial completion. The A/E shall prepare a report of all observed defective material, equipment, and workmanship which require corrective work under the guarantees.
- .20 Miscellaneous.** Other responsibilities and authority of the A/E are set forth throughout the contract documents.

00 72 40 CONTRACTOR - RIGHTS AND RESPONSIBILITIES

- .1 Review of Contract Documents.** The Contractor shall carefully study and compare the contract documents, including all addenda, and shall promptly report to the A/E all errors, inconsistencies, or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the contract which the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the A/E before the work is performed. If after the discovery of such conflict, the Contractor fails to promptly notify the A/E, the Contractor shall upon written direction remove all such work or portion thereof so conflicting, and rebuild it as directed at no additional cost to CDB.
- .2 Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the A/E as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

- .3 Changed Conditions.** Should the Contractor encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Contractor shall give written notice to the A/E before any such condition is disturbed. No claim of the Contractor under this provision will be allowed unless the Contractor has given the required notice. The A/E shall 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 Contractor's cost or time of performance.
- .4 Laying out the Work.** The Contractor 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.
- .5 Supervision of the Work.** Using its best skill and judgment, the Contractor shall supervise the work. The Contractor 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.
- .6 Adequate Staff.** The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, scheduling, 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 workers on the job to complete the work in accordance with the project schedule and all requirements of the contract.
- .7 Superintendent.** The Contractor shall employ a competent superintendent, satisfactory to CDB and the Construction Manager, when applicable, 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 Contractor with regard to manpower schedule, coordination, and cooperation.
- A. The Contractor shall submit the resume of the proposed superintendent to the CDB Project Manager and the Construction Manager, when applicable, for review and approval prior to assigning the superintendent to the project.
 - B. A letter of authority shall be furnished by the Contractor to the CDB Project Manager and the Construction Manager, when applicable, designating the level of authority of the superintendent and any others who may conduct business for the Contractor.
 - 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 Contractor shall not change the superintendent unless it has given CDB and the Construction Manager, when applicable, a written request for change fifteen (15) calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible, and CDB has given authorization to do so.
 - E. In the event the superintendent fails to perform its duties under the contract requirements, CDB may, in writing, require the Contractor to remove the superintendent from the project. The Contractor shall provide a competent replacement within seven (7) calendar days of CDB's notice, unless otherwise agreed by CDB.
- .8 State Approved Workers.** When a project involves response action work as defined in the Commercial and Public Building Asbestos Abatement Act 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.
- .9 Responsibility for Damages.** The Contractor 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.

- .10 Work of Other Contractors.** CDB reserves the right to execute other contracts in connection with the project. The Contractor 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 Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by CDB.
- .11 Claims and Disputes.** Each Contractor shall promptly notify the A/E, CDB, and the Construction Manager, when applicable, in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the A/E while in progress. Failure to notify the A/E, CDB, and the Construction Manager, when applicable, of the claim, including specific costs and details, within thirty (30) calendar days of the circumstances related to such instances may result in rejection of any claim by CDB.
- .12 Notification.** No request for a contract adjustment pursuant to any written order, instruction, interpretation, clarification, or changed condition will be allowed unless the Contractor, within thirty (30) calendar days of such occurrence, furnishes a written notice to the A/E and the Construction Manager, when applicable, setting forth the general nature and estimated monetary extent of such claim.
- .13 Miscellaneous.** Other rights and responsibilities of the Contractor 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 Contractor 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 Contractor shall defend, indemnify, keep and save harmless the State of Illinois, CDB, the Client Agency, the A/E 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 Contractor 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 140/1 et. seq.). In the event of any such injury (including death), loss, damage or claims therefore, the Contractor shall give prompt notice to CDB. Assigned contractors shall include the Coordinating Contractor or Construction Manager, whichever is applicable, as a party to whom indemnification is due under the contract.
- .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 Contractor or of any subcontractor, the Contractor'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.
- .3 Architect/Engineer's Liability.** The Contractor shall not be liable for the negligent acts or omissions of the Architect/Engineer or its agents or employees.

00 72 50 CONTRACTOR SUSPENSION

- .1 Performance.** In addition to the Article on CDB's Rights and Responsibilities, CDB may periodically evaluate the performance and responsibility of the Contractor and may suspend, debar, place conditions upon, or otherwise modify the Contractor's prequalification in accordance with CDB Rules (44 Ill. Adm. Code 950). This may occur at any time prior to or after submission of the bid. Actions against a Contractor's prequalification may include termination of contracts in progress or bid rejection.

- .2 Basis of Suspension.** Action may be taken against the Contractor's prequalification for any reason stated in CDB Rules, including, but not limited to, the Contractor's failure to promptly and satisfactorily:
- A. Correct defective or non-conforming work.
 - B. Complete punch list work.
 - C. Repair or replace defective or non-conforming work.
 - D. Complete the work within the specified contract time or adhere to the construction schedule.
 - E. Comply with terms of the contract and any applicable law.

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 Contractor shall continue to perform the work, but such continuation shall not operate as a waiver of any of the Contractor'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, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, Contractor prequalification suspension, or any other action on prequalifications.

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 Contractor 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 Contractor agree to cooperate in resolution by first conferring with the other parties. CDB and the Contractor agree that ADR shall be a condition precedent to filing a court action or administrative proceeding seeking economic recovery greater than \$25,000. 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 any consultant hired by the individual. If, after discussions with all relevant parties, CDB determines 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 Contractor shall require its 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 Contractor shall comply with all requirements of the federal government as outlined in the Project Manual.

00 72 75 LIQUIDATED DAMAGES

- .1 General.** Liquidated damages are applicable when specified in Section 01 11 00 of the Project Manual.
- .2 Not a Penalty.** Failure on the part of the Contractor 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 may be established when such added expense, loss, and damage are not reasonably ascertainable and not as a penalty to the Contractor.
- .3 Amount.** When incorporated, the amount of liquidated damages is specified in Section 01 11 00 of the Project Manual and represents a fair and reasonable amount for compensation caused by delay.
- .4 Computation.** The Contractor 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 Contractor will be deemed to have satisfied the requirements for completion upon substantial completion of all work required by the Contractor for purposes of computing liquidated damages.
- .6 Non-waiver.** The following acts shall not constitute a waiver of the Contractor'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 Contractor to complete the work.

- .7 Additional Costs/Claims of Other Parties.** CDB's liquidated damages for delay do not include any additional costs incurred to complete the work, should the Contractor fail to do so. CDB's right to recover liquidated damages is not a substitution for or bar to recovery of any additional compensation CDB may be obliged to pay the A/E, the Construction Manager, or other contractors for other work on the project caused by Contractor'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 e-mail. Any notice shall be sent to the last known postal or email 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 bid submittals.
- .6 Obligations Survive.** The obligations or duties imposed upon the Contractor (including its subcontractors, suppliers, sureties, and insurers) under the contract shall survive any expiration, 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 Contractor 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 Contractor 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 Project Manual or by CDB, the Contractor 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 Contractor 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 bidder shall exclude such taxes in preparing their bid. The tax-exempt number is E9984-0863. CDB will notify Contractors 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 bidder shall take into account such taxes when preparing its bid.

- .12 Royalties and Patents.** The Contractor 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 A/E will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person. The Contractor shall indemnify CDB and the A/E against all suits and claims that may be based on an infringement of a patent.
- .13 Ownership of Drawings, Project Manuals, and Models.** Drawings and Project Manuals are the property of CDB and may not be used on any other work or project whatsoever without the written consent of CDB.

00 73 00 SUPPLEMENTARY CONDITIONS

00 73 16 BONDS AND INSURANCE GENERAL REQUIREMENTS

- .1 Bonds and Insurance Requirements.** The Contractor shall submit and keep in force bonds and insurance as specified herein unless modified in the Project Manual.
- .2 Contractor's Duty to Maintain Bonds and Insurance.** The Contractor shall have the duty to confirm that the terms of all bonds and insurance comply with the bidding documents including the Standard Documents for Construction. 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 Contractor 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 Contractor's breach, should the Contractor fail to correct the breach within five (5) business days of CDB's notice:
 - A. Order the Contractor 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 therefrom, shall be borne by the Contractor and its surety, and may be paid out of contract funds still in possession of CDB which are due, or to become due, to the Contractor. Damage claims of the subcontractor, material suppliers and the Client Agency, as well as the claims of the CDB as recognized in the sole discretion of the CDB, shall be included in the costs contemplated in this Article.
 - B. Declare the Contractor 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 Paragraph 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 Contractor's insurance policies and it is discovered that the insurance policies do not meet the CDB insurance requirements set forth in the contract, the Contractor 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 Contractor 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 ILCS 550). Each bond shall be in the full amount of the contract 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 participating 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 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. Written acknowledgment of the surety’s course of action that it intends to take 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 as accepted by CDB 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 in a timely manner.
 - 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 manner to a subcontractor or material supplier upon request.
- .6 Takeover or Completing Contractor.** CDB shall require bonds for the takeover or completing contractor, as may be appropriate.
- .7 Signatures.** Bonds shall contain original signatures in ink of the Contractor, 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 the 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 "B" or better; and has a current Best's financial class of "V" 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 participating 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 when 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 Contractor 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 Contractor already has a policy in effect that does not meet the requirements.
 - b. The Contractor'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 Contractor'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 Construction 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 on 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 Contractor 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 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 Construction." 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 shall not be canceled, changed, or altered until at least ten (10) calendar days prior written notice has been given to the Contractor 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 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 Contractor 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 Contractor 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 Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
- 1) The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to CDB, the Client Agency, the Construction Manager, or Architect/Engineer. The Contractor 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 Contractor 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. Comprehensive Automobile Liability:

- 1) The policy shall cover owned, non-owned, and hired vehicles.
- 2) \$1,000,000 Bodily Injury & Property Damage Liability Limit Each Occurrence.

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 Contractor shall submit an insurance certificate, per 00 73 18.6 above, indicating coverage for statutory limits.
- 2) The Contractor may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a certificate from the Illinois Workers' Compensation Commission.
- 3) Employers Liability
 - a. Each accident \$500,000
 - b. Disease-policy limit \$500,000
 - c. Disease-each employee \$500,000
- 4) The worker's compensation insurance carrier, or self-insurance service agency, where applicable, shall certify that to the best of its knowledge, the Contractor 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 Contractor's negligence. A Response Action Contractor may provide the Commercial General Liability Insurance on a claims made form. Where the hazard exists, the Contractor shall purchase and maintain insurance to protect against claims due to explosion, collapse, or underground damage.

- 1) The general aggregate limit shall be endorsed on a per project basis as follows, unless otherwise specified in the Project Manual:
 - a. \$1,000,000 Bodily Injury Per Person.
 - b. \$1,000,000 Bodily Injury Aggregate Limit.
 - c. \$ 500,000 Property Damage per Occurrence.
 - d. \$1,000,000 Property Damage Aggregate Limit.
 - e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

D. Umbrella or Excess of Loss Coverage. If the limits specified in Paragraph 00 73 18.7.A, 00 73 18.7.B, and 00 73 18.7.C are not met, an Umbrella or Excess Liability policy of not less than \$1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability, Employers Liability and Commercial/Comprehensive General Liability coverages, is acceptable.

00 73 19 BUILDER'S RISK INSURANCE

- .1 Designated Contractor.** Builder's Risk Insurance shall be purchased and maintained by the Contractor(s) designated in Section 01 11 00 of the Project Manual and by the Construction Manager, if applicable, as provided in the Construction Manager Services Agreement.

- 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 or 100% of the total sum of all contracts if there are assigned contracts.
- B. Coverage shall include the following work and property:
- 1) The installed work of all contractors until substantial completion 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 mudslide;
 - 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 clean up, unless the release results from a covered peril.
- .2 Additional Insured.** CDB, the Client Agency, and all assigned contractors shall, by endorsement, be included as additional named insureds.
- .3 Deductible.** A deductible clause with a maximum of \$5,000 per loss shall be included.
- A. CDB will assume responsibility for the deductible amount for installed work unless responsibility for the loss can be attributed to a negligent act by a single contractor.
 - B. Each Contractor 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 substantial completion of the project by CDB.
- .6 Waiver of Damages.** CDB, the Client Agency, the Architect/Engineer, and each Contractor waive all rights 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. Each insured Contractor shall require similar waivers of subrogation from all subcontractors.

00 73 40 LICENSING

- .1 General.** Each Contractor 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:
- A. Roofing - Illinois Department of Financial and Professional Regulation
 - B. Plumbing - Illinois Department of Public Health
 - C. Asbestos Abatement - Illinois Department of Public Health
 - D. Lead Abatement - Illinois Department of Public Health
 - E. Well drilling - Illinois Department of Public Health
 - F. Underground Storage Tanks - Office of the State Fire Marshal
 - G. Private Sewage Disposal Contractor's License - Illinois Department of Public Health
 - H. Structural Pest Control Operators - Illinois Department of Public Health
 - I. Fire Equipment Distributor License - Office of the State Fire Marshal
 - J. Illinois Explosives Act - Illinois Department of Natural Resources
 - K. Alarms –Illinois Department of Financial and Professional Regulation

L. Elevator Mechanic - Office of the State Fire Marshal

M. Fire Sprinkler Contractor - Office of the State Fire Marshal

- .2 **Single Prime Delivery Method Projects.** When licensure and/or certification is required for an identified trade, the identified protected subcontractors or the Prime Bidder, if self-performing the work, shall be properly licensed and certified at the time of bid to perform the work for the identified trade.
- .3 The Contractor shall submit copies of all licenses applicable to its work to the Architect/Engineer (A/E) and Construction Manager if a Construction Manager is under contract for the project.

00 73 42 COMPLIANCE WITH LABOR LAWS

- .1 **General.** All Contractors shall familiarize themselves 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 bidding. 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 Contractor 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 Contractor shall comply with the equal employment clause in the Illinois Human Rights Act, 775 ILCS 5/2-105. The Contractor shall also comply with the requirements in Appendix A of 44 Ill. Admin. Code 750, which are below:
 - 1) In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Contractor 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 Contractor agrees as follows:
 - a. That the Contractor 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 Contractor 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 Contractor hires additional employees in order to perform this contract or any portion of this contract, the Contractor will determine the availability (in accordance with this Article) of minorities and women in the areas from which the Contractor may reasonably recruit and the Contractor 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 Contractor or on the Contractor's behalf, the Contractor 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 Contractor will send to each labor organization or representative of workers with which the Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and

this Article. If any labor organization or representative fails or refuses to cooperate with the Contractor in the Contractor's efforts to comply with the Act and this Article, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Project Manual, compliance with Federal Equal Employment requirements does not relieve the Contractor 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 actively 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 in Project Manual.** Pursuant to the Prevailing Wage Act (820 ILCS 130), the Project Manual includes 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 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 Contractor shall maintain, for a minimum of three years after the 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 Contractor 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 Contractor to support their purported disbursement.

00 73 73 STATUTORY REQUIREMENTS

- .1 General.** Each Contractor shall comply with all laws, rules and regulations, and codes applicable to installation of the work. The Contractor is not responsible for the design of the work according to laws, rules, regulations, and codes. Except where expressly required by applicable laws and regulations, neither CDB nor the A/E shall be responsible for monitoring the Contractor's compliance with any laws or regulations. When the Contractor observes conflicting regulatory requirements, it shall notify the A/E in writing immediately. If the Contractor 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 Contractor shall pay all costs arising therefrom. The Contractor shall comply with all State and federal requirements governing its work on the project and its contract. This Article and elsewhere in the contract list some of those requirements that are unique to State projects.
- .2 Steel Products Procurement Act.**
 - A. The Steel Products Procurement Act, 30 ILCS 565, requires that all contracts for the construction, reconstruction, or improvement of public works contain a provision that steel products used or supplied by

the contract or a subcontract thereto, shall be manufactured or produced in the United States. Steel products means “products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by open hearth, basic oxygen or electric furnaces.”

B. The exceptions to the Act are:

- 1) where the expenditure is less than \$500;
- 2) where the Executive Director of CDB certifies in writing that:
 - a. the specified product cannot be manufactured or produced in sufficient quantity to meet the project needs;
 - b. the specified product cannot be manufactured or produced in necessary time to meet the project needs; or
 - c. obtaining the product would increase the cost of the contract by more than 10%.

C. The Act provides that CDB may not authorize payment to any Contractor in violation of the Act.

00 73 74 SOFTWARE SYSTEMS

- .1 Authorized Users.** The Contractor may have access to and be required to utilize electronic systems for bidding and construction or project management. Any employee of the Contractor or of a subcontractor 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 Contractor, the Contractor shall promptly de-activate such user’s access and inform CDB in writing of such deactivation within thirty (30) calendar days of account termination. The Contractor shall notify CDB within seven (7) calendar days in writing if it becomes aware that any login credentials used by the Contractor 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 or construction or project management system(s) shall only be used for the intended purpose. In using any bidding and construction or project management system(s), the Contractor 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.

00 91 00 ADDENDA

- .1 Changes.** All changes in or interpretations of the bidding documents prior to the bid opening shall be made by written addenda issued by the A/E to each recipient of the bidding documents recorded by the A/E. The A/E shall ensure all addenda will be received no later than close of business three (3) business days prior to the bid opening.

- .2 Acknowledgment.** Failure to acknowledge an addendum may result in bid rejection. Refer to Paragraph 00 51 20.2.B.2.
- .3 Contractor Requests.** The A/E will consider written requests by prospective bidders to amend the bidding documents. To ensure timely distribution of addenda, a Contractor should submit such requests at least seven (7) business days prior to bid opening. Such requests must include complete description of the desired change including any technical data and references for the A/E's evaluation. The A/E will include the modification by addendum if a request is approved. This paragraph does not modify the bidder's duty to report under Paragraphs 00 21 10.1, 00 41 10.3 and 00 43 25.2.

01 15 00 WORKING CONDITIONS

01 15 10 CONTRACTOR'S USE OF PREMISES

- .1 The Contractor shall confine its operations at site to areas permitted by law, permits, contract, and Client Agency's permission. The Contractor shall obtain and observe all site regulations. The Client Agency may examine the Contractor's and subcontractors' list of employees and place restrictions on employees' access, as needed.
- .2 The Contractor and its employees shall keep all unattended vehicles and equipment locked at all times and parked only in approved areas.
- .3 The Contractor shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc., stored on the premises. The Contractor shall obtain and pay for use of any additional storage or work area needed for its operations. The Contractor shall move all stored material, equipment, tools, etc., which interfere with the work or Client Agency operations.
- .4 Contractors, the Construction Manager, and the A/E 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.
- .5 All contractors, employees, trades persons and visitors shall comply with personal protection regulations, including, but not limited to, hard hats.
- .6 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.
- .7 The Contractor shall provide and maintain appropriate fences, barricades, and/or security locking to limit access to excavations, construction areas, construction storage, and field offices.
- .8 Additional requirements may be listed in Sections 01 35 53 Security and 01 56 00 Barriers of the Project Manual.

01 24 00 VALUE ENGINEERING

- .1 General.** CDB's value engineering program is applicable when specified in Section 01 11 00 of the Project Manual.
- .2 Value Engineering Proposals**
- A. The Contractor may initiate and submit value engineering change proposals (VEs) for changing contract requirements providing such proposals offer cost savings to CDB or the Client Agency without impairing in any way the required functions of the project.

- B. Proposed cost savings may be in the form of a decrease in a contract sum where the proposal has no significant life-cycle-cost impact or a reduction in future ownership costs.

.3 Submittal

- A. The Contractor shall submit the VE to CDB's Project Manager electronically and shall provide two hard copies to CDB.
- B. VEs involving product substitution shall comply with the requirements of Article 01 25 00, except that related costs involving the work of others (CDB, the Client Agency, the A/E, Construction Manager, or other Contractors) shall be fully determined, included in the proposal cost, and deducted from the estimated savings to CDB.
- C. VEs shall include the following:
 - 1) a complete description of the proposed change and the existing contract requirements;
 - 2) a narrative of the differences between the two;
 - 3) comparable advantages and disadvantages of each;
 - 4) if a function or characteristic of the work is being reduced or deleted, provide justification for such recommendation;
 - 5) separate detailed cost estimates for the proposed changes and the existing contract requirements;
 - 6) a detailed estimate of the net savings to CDB or the Client Agency when the proposal is accepted;
 - 7) an architectural/engineering analysis identifying and describing each contract requirement that will be modified when the proposal is accepted;
 - 8) an analysis of the effect acceptance of the proposal will have on the master construction schedule. The Contractor shall determine the final date by which CDB can approve the proposal without adversely affecting the master construction schedule;
 - 9) a formal quotation indicating all required contract modifications, including changes in the contract sum, if the proposal is accepted; and
 - 10) a statement identifying the VE as being submitted pursuant to this Article.
- D. Computing instant savings:
 - 1) The Contractor shall prepare individual cost estimates for both the existing (instant) contract requirements and the proposed modification. Each estimate shall be of sufficient detail itemizing all costs for the work to be changed. This should include quantities, all direct labor and material costs, and all associated costs, including development and implementation costs of the proposed modifications. Any costs that CDB might incur for processing or implementation shall not be included.
 - 2) The Contractor's overhead and profit will not be reduced when the value management proposal causes a net reduction in the contract sum. The net reduction of approved proposals will be shared as provided below.
 - 3) Overhead and profit will be allowed in accordance with contract changes herein when the value management proposal requires a net increase in the contract sum.

E. Computing life cycle cost savings:

- 1) The Contractor shall prepare separate cost estimates for the future ownership costs of both the existing contract requirements and for the proposed modifications. Cost benefits include but are not limited to, reduced costs of operation and maintenance, extended service life, energy cost savings, and increased net assignable square footage.
- 2) Costs shall be calculated for a 25-year economic life on a uniform basis in constant dollars for each estimate. The net difference in the estimates, when approved by CDB, will be divided by 25 to determine the average annual net savings to be shared as provided in herein. Refer to CDB's Life Cycle Cost Analysis Manual and Estimate Form in the Reference Library on CDB's website.

.4 Subcontractor Inclusion

- A. The Contractor shall include the provisions of this Article in all first-tier subcontracts in excess of \$50,000 and include these provisions in any other subcontract which may have the potential of VEs. At the option of the first-tier subcontractors, these provisions may be included in lower tier subcontracts.
- B. The Contractor shall encourage submission of VEs and is obligated to submit all subcontractors' proposals to CDB. The Contractor may comment on subcontractors' proposals.

.5 Processing Procedures

- A. CDB will process proposals expeditiously. However, CDB will not be liable for any delay in acting on a proposal. The Contractor may withdraw, in whole or in part, any proposal not accepted by CDB within the time period specified in the proposal. CDB will not be liable for value engineering proposal development cost in the case where the proposal is rejected or withdrawn.
- B. CDB's decision to accept or reject any proposal will be final and not subject to dispute.
- C. CDB may request the Construction Manager to review and comment on the VE proposal.
- D. With the Contractor's concurrence, CDB may modify any proposal. The Contractor's fair share will be based on the modified proposal.
- E. The Contractor shall perform all work in accordance with the original contract requirements pending CDB's review of a VE.
- F. Approved proposals will be incorporated into the contract by change order.

.6 Sharing Arrangements

- A. The Contractor will share in the instant cost savings when a VE is accepted by CDB.
- B. The Contractor will receive 50% of the instant savings when only the Contractor is involved.
- C. When a first-tier subcontractor's proposal is accepted, the savings will be shared between the subcontractor (minimum 40%), the Contractor (maximum 20%), and CDB (40%). Lower tier subcontractors will receive a portion of the first-tier subcontractor's share in accordance with the agreement between them.
- D. The Contractor may share in life cycle savings in an amount not to exceed 20% of the average annual net savings, at the discretion of CDB.

.7 Data Restriction Rights. The Contractor may restrict CDB's rights to use any part or data contained in a VE. CDB will have full rights to the proposal for any use it may desire when a VE is accepted.

01 25 00 PRODUCT SUBSTITUTION PROCEDURES

- .1 Substitution by Change Order.** After notice of award, substitutions shall not be accepted except under one of the following conditions:
 - A. Substitutions are required for compliance with final interpretations of code requirements or insurance regulations and the Contractor could not reasonably have been aware of the need for substitution prior to bid opening.
 - B. Unavailability of specified products, through no fault of the Contractor and of which the Contractor could not reasonably have been aware prior to the bid opening.
 - 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 (e.g. better quality, shorter delivery time, lower cost, etc.).
- .2 Submittal Requirements.** Regardless of the reason for the substitution request, the Contractor shall submit complete data demonstrating compliance of the proposed substitution with contract documents as follows:
 - 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. Accepted substitutions will be so stated in the contract.
- .3 Representations.** In making a request for substitution, the Contractor represents that:
 - A. The proposed product is equal or superior to that specified unless the request states otherwise.
 - B. It will provide an equal or superior guarantee as the product that was specified unless the request states otherwise.
 - C. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete.
 - D. All additional costs and expenses for CDB, the A/E, and other contractors affected are reflected in the request.
 - E. Cost savings (difference between price of product used in bid and substitution) will be passed on to CDB.
- .4 Restrictions.** Substitutions will not be considered by shop drawing, informal request, or when acceptance will require substantial revision of contract documents.

01 26 00 CONTRACT MODIFICATION PROCEDURES

- .1 Right to Make Changes.**
 - A. 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 Contractor. Upon request from CDB, the A/E will issue a request for proposal and change order (RFP/CO).

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

.2 Changes in Contract Sum. The Contractor shall prepare a price proposal for the specified changes in the work upon receipt of a request for proposal and change order.

A. Accepted unit prices shall be used as the basis for adjustments in the contract sum when a proposed change affects work covered by contract unit prices.

B. The Contractor shall prepare a detailed proposal for the changed work for work not covered by contract unit prices. 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 Contractor's proposal.

1) Contractors 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) CDB may require a credit for a Contractor's and subcontractors' overhead and profit in any change order that reduces the Contractor's scope, up to 18% of the direct cost of the removed work.

3) The Contractor 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.

C. The Contractor shall use CDB's change order forms, available from the Reference Library on the CDB website or otherwise provided by CDB.

.3 CDB Right. CDB reserves the right not to proceed with a proposed change with no compensation to the Contractor.

.4 Review and Acceptance. The Contractor's proposal including all subcontractors' proposals will be reviewed by the A/E and CDB. CDB may issue a change order to incorporate the work into the contract upon the 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:

	<u>Authority Level</u>
Project Manager	Not to exceed \$14,999
Regional Manager	Not to exceed \$49,999
Construction Administrator	Not to exceed \$74,999
Deputy Director, Construction Administration	Not to exceed \$99,999
Executive Director	Not to exceed \$199,999
	All change orders incorporating alternates.
The Board	All change orders exceeding the Executive Director's authority.

.5 Commencement of Changed Work. The Contractor 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 00.4. is issued. However, the Contractor must proceed with the changed work upon the receipt of such a document in accordance with Section 00 72 60.2.

.6 Coordination of Changes. The Coordinating Contractor or the Construction Manager, when applicable, shall review all assigned contractors' proposals for change as it affects the schedule and coordination, process the

proposals, and make its recommendation to the A/E. The Coordinating Contractor or Construction Manager shall coordinate and update the project schedule to reflect the changed work if accepted.

- .7 Time Extensions.** The Contractor 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 extension 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 Contractor acknowledges that it can perform the changed work within the existing schedule.

01 29 00 PAYMENT PROCEDURES

01 29 73 SCHEDULE OF VALUES

- .1 Contractor's Schedule of Values (CSV).** The Contractor shall submit a schedule of values for approval by the A/E, CDB, and Construction Manager, when applicable. This schedule of values is an itemized breakdown of the cost of the Contractor's work. The schedule of values shall be submitted to the A/E and Construction Manager, when applicable, fourteen (14) calendar days prior to first application for payment. The sum of all items listed on the schedule should equal the total contract amount. The Contractor shall:
- A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization, and CDB contract administration fee.
 - B. Itemize by separate line item, the cost for work specified in each section of the Project Manual. Identify the work of Contractor's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.
 - C. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.
 - D. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$1000, unless otherwise approved by the A/E and CDB and breakdown large amounts into increments that can be measured between pay periods.
 - F. Provide CDB prequalification/registration ID numbers on the CSV form for subcontractors/suppliers described in 00 21 50.1.C.
 - G. Identify work performed by MBE/WBE/PBE/VBE subcontractors and suppliers on the CSV form.
 - H. Revise and resubmit the CSV for approval if any substitution or replacement of subcontractors or suppliers occurs. The Contractor shall submit a Form 670, Subcontractor Add/Change, to CDB for approval prior to adding or changing any subcontractors.
 - I. Revise and resubmit the CSV for approval if any change in the contract amount of subcontractors or suppliers other than a change resulting from a change order occurs.
- .2 Listing Stored Material.** Any future payment for materials stored on-site or off-site 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 in consultation with the Architect/Engineer and the Construction Manager, when applicable. 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 Paragraph 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 Contractor shall include the amount of the contract administration fee on the Contractor's 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 Contractor 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, each Contractor shall direct to the fiscal unit of CDB, a check or money order made payable to CDB in the amount of the contract administration fee.
 - C. **Subsequent Pay Request.** Subsequent pay requests shall include this amount on the CASS form; however, a lien waiver is not required.
 - D. **Final Payment Request.** In the case of a single pay request in the amount of the entire contract, the Contractor shall remit the amount prescribed at least ten (10) calendar days prior to approval of the final acceptance package, including the final payment request.
- .3 Stored Material.** CDB may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractor's Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also Paragraph 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 Contractor 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 Contractor.
 - D. The Contractor shall insure the full value of materials and equipment. The Contractor 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 times following execution of the SML.

- F. Upon demand by CDB, the Contractor shall deliver paid-for stored materials or equipment to the site and in CDB's possession, at the Contractor'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 Contractor has not paid the fabricator for the added value, CDB may issue a check to the Contractor for itself and the fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and in CDB's possession, at the fabricator's or contractor's expense. The fabricator shall provide a lien waiver within ten (10) calendar days of payment. If the Contractor 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 Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form. If a partial lien waiver is not available at the time of payment application, the Contractor 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 Contractor 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 Contractor'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 Contractor 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 \$1000 unless otherwise requested by the A/E and/or 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 Contractor 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 Contractor 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 Contractor 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 days or fifteen (15) calendar days, of receipt, whichever comes first.

- A. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers.
- B. CDB or the A/E 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 of 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 Contractor's request, CDB may release all retention to subcontractors whose work may have been completed during the early stages of a project. The Contractor 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 50.1.C) who have not obtained a CDB ID number and/or have not submitted the required Certifications and Disclosures 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 Contractor. This provision shall not relieve the Contractor 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 Contractor 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 the Contractor 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 Contractor or for other causes related to nonperformance.
- .8 Retention Trust Agreement.**
- A. The Contractor 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 Contractor fails to deliver the trust agreement duly executed by the Contractor 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 Contractor'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 Contractor is failing to comply with any provisions of the contract.
 - 4) The Contractor 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

Contractor to any subcontractor, supplier, workers, or employees for performance of work, CDB shall withhold the amount of such claim from the Contractor 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 Contractor 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 Contractor is liable to CDB for money in connection with a project the Contractor has performed for CDB, CDB shall have the right to deduct money owed CDB from funds owing to the Contractor 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 Contractor 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, including retainage, 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) Contractor 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. Copy of transmittal letter to the A/E for as-built (record) drawings and Operating & Maintenance (O&M) Manuals.

01 31 00 COORDINATION OF EQUIPMENT AND UTILITIES

.1 Each Contractor shall coordinate installation of equipment, devices, and wiring to ensure proper location and function of equipment or systems. Each Contractor shall provide interconnection diagrams to other contractors for water, gas, electric, sewer, air, or other services. The Contractor shall locate all equipment, devices, or other materials to avoid interference with work installed by other contractors.

.2 Each Contractor, unless otherwise specified, shall provide the following:

- A. internal wiring of equipment provided by that Contractor;

- B. interconnecting wiring for items composed of more than one piece, provided by that Contractor; and
 - C. wiring of accessory items considered an integral part of equipment, device, or system, provided by that Contractor.
- .3 Each Contractor that furnishes or installs equipment specified to be connected by the electrical contractor shall provide complete wiring diagrams to the electrical contractor.
- .4 Each Contractor shall provide openings for its own work unless stated otherwise. The Contractor shall coordinate openings in walls, floors, ceilings, foundations, slabs on grade or roofs with the other contractors.
- .5 The space priority for installation of the work is as follows:
- A. recessed light fixtures;
 - B. medium pressure duct work;
 - C. low pressure duct work;
 - D. sprinkler piping;
 - E. soil, waste, vent & storm piping;
 - F. domestic water piping;
 - G. electrical conduit; and
 - H. exceptions: Plumbing lines below or behind plumbing fixtures shall have precedence over all other work. Electrical conduit above or below switchgear, panel boards and control panels shall have precedence over all other work. Contractors shall not install any fluid conveying piping over electrical or elevator equipment.
- .6 Each Contractor shall comply with clear space requirements of the National Electrical Code.
- .7 Additional coordination requirements may be listed in Section 01 31 00 Coordination of the Project Manual.

01 31 20 PROJECT MEETINGS

- .1 **General Requirements.** Each Contractor shall attend all preconstruction, pay/progress, and coordination meetings. The Contractor shall ensure the attendance of its subcontractors and suppliers when required for coordination.
- .2 **Preconstruction Conferences.** CDB will schedule the preconstruction conference within ten (10) calendar days after notice of award. Attendance will include CDB, Contractors, the A/E, the Client Agency, and major subcontractors. Contractors will not be compensated for attending the preconstruction conference. Contractors will do no work, including project scheduling or ordering of materials, until Authorization to Proceed (ATP) has been received.
- .3 **Payment and Progress Meetings.** CDB will schedule and administer payment and progress meetings. The A/E will distribute written notice and agenda in advance of the meeting date. The A/E shall also record and distribute minutes of the meeting to participants within seven (7) calendar days.
- .4 **Coordination Meetings.** The Coordinating Contractor (when contracts are assigned), the A/E (when contracts are not assigned), or the Construction Manager (when one is on the project) will schedule and administer coordination meetings, distribute written notice of and an agenda 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 Inspections.** CDB, the A/E, and the Client Agency will conduct a warranty inspection nine months after substantial completion. Contractors will be notified if attendance is necessary and of warranty work remaining.

01 32 00 CONSTRUCTION PROGRESS SCHEDULES

- .1 General.** The Coordinating Contractor or the Construction Manager, when applicable, shall prepare and maintain a detailed project schedule as required herein. It shall indicate how the contractors plan to complete the work within the contract time and meet any contractually specified intermediate milestone dates. The project schedule shall be the Contractor's working schedule and be used to execute the work, record, and report actual progress.
- .2 Inclusions.** The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Submittal and approval of shop drawings and samples, and delivery dates of critical material or equipment shall be included in the master project schedule.
- .3 Updates.** The schedule shall be updated monthly and include actual dates of completed tasks.
- .4 Preparation.**
- A. Assigned contractors shall submit projected construction schedules to the Coordinating Contractor or the Construction Manager, when applicable, within seven (7) calendar days after Authorization to Proceed (ATP).
 - B. The Coordinating Contractor or Construction Manager, when applicable, shall submit the master project schedule signed off on by all assigned contractors to the A/E within fourteen (14) calendar days after ATP.
 - 1) If the Coordinating Contractor does not have signatures from all assigned contractors, the Coordinating Contractor must include a written statement of the efforts it has made to obtain those signatures.
 - 2) If an assigned Contractor has not signed because of objections to the schedule, then that contractor must submit its objections in writing to the A/E and the CDB PM.
 - 3) The Coordinating Contractor shall schedule a meeting with the assigned contractors to discuss and resolve any scheduling conflicts and provide a revised master schedule.
 - C. Each Contractor shall submit a schedule to the A/E within fourteen (14) calendar days after ATP if contracts are not assigned.
 - D. The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the Project Manual.
- .5 Reports.** The Contractors shall report in writing on a monthly basis the status of the project schedule, including any problem areas, current and anticipated delay factors and their impact, any corrective action taken, and the effect of changes in the schedules.
- .6 Failure to Maintain Schedule.** Monthly Progress Payments may be reduced or denied and/or reduction of retainage may be denied by CDB to the Contractor who fails to submit and/or maintain a proper schedule or to any assigned Contractor who fails to cooperate with the Coordinating Contractor in creating or maintaining the project schedule.

- .7 Reviews.** The A/E and CDB may review and comment on the schedule and may also attend any scheduling and update meetings. The Contractors shall maintain the schedule as directed by the A/E and/or CDB for compliance with the requirements herein. Neither the A/E's nor CDB's review and comments shall indicate approval or disapproval of the schedule. Since the schedule is dependent on the Contractor's or Construction Manager's proprietary information and commitments, the A/E and 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

01 35 23 FIRE SAFETY

Contractors shall not burn debris or waste on the site. Open flame heaters shall not be used without the approval of the A/E, and only when maintained under constant supervision.

01 35 24 INTERIM LIFE SAFETY MEASURES

- .1** Each Contractor 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 Contractor'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** Each Contractor, or the Coordinating Contractor when contracts are assigned or the Construction Manager when applicable, and as provided in Division 01 11 05, 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** Each Contractor, or the Coordinating Contractor when contracts are assigned or the Construction Manager when applicable, and as provided in Division 01 11 05, shall protect the work, stored materials, and construction equipment from theft and vandalism. At Client Agency occupied sites, the Contractor shall protect the Client Agency's operations from theft, vandalism, or damage from the Contractor's work.
- .3** Site security shall commence upon initial mobilization of the work and be maintained until substantial completion.
- .4** Additional requirements for site security may be listed herein and in Section 01 35 53 Security and Section 01 56 00 Barriers of the Project Manual.

01 35 54 SITE SECURITY AT SECURE FACILITIES

- .1** This article applies when specified in Project Manual Section 01 11 00 and the work will be performed at a secure facility.

- .2 Contractors 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 Contractor to remove any worker who has been convicted of a felony, who is a family member of a resident or person who is incarcerated, or who violates any of the provisions of this Article.
- .5 With the approval of the facility, the Contractor 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 facility 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 Contractor is responsible for the proper storage of tools within the facility and all broken tools shall be reported. The tool shed provided by the Contractor 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 which ignition, trunk, and doors shall be locked at all times. All contraband shall be removed. Within the facility property, the Contractor shall comply with any speed limits designated by the Client Agency. Trucks will be admitted to the facility only by the request of the Contractor and only under the supervision of authorized facility personnel. Trucks will be immediately loaded or unloaded by the Contractor and removed. Heavy equipment left within the facility at night shall be locked and secured.
- .7 Workers shall not talk to, signal, whistle, or intentionally attract the attention of any resident or person who is incarcerated 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 or person who is incarcerated. People who are incarcerated and residents 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 person who is incarcerated.
- .8 Washing and toilet facilities for the use of the Contractor 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 Section 01 35 53 Security and Section 01 56 00 Barriers of the Project Manual.

01 40 00 MATERIALS AND TESTING

01 43 10 MATERIALS AND WORKMANSHIP

- .1 **New Products.** Unless otherwise specifically provided in the contract documents, 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 16 INSPECTION AND TESTING

- .1 General.** The work will be subject to inspection and testing by CDB, the Construction Manager, or the A/E 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 Contractor shall 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 layouts of the building and site work are to be made or 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 Contractor shall give the A/E and Construction Manager, if applicable, timely notice of the work's readiness for inspection. If inspection is to be made by an authority other than the A/E or Construction Manager, the Contractor shall promptly notify the A/E and Construction Manager of the date and time fixed for such inspection.
- .3 Uncovering of Work.** Work covered without consent of the A/E or the Construction Manager shall, upon their request, be uncovered for examination and recovered at the Contractor's expense. Work covered with the consent of the A/E or the Construction Manager shall, upon their request and upon notification to CDB, 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 Contractor's expense if such work is found to be not in accordance with the contract.
- .4 Correction of Work.** CDB or the A/E shall notify the Contractor in writing of any rejected work. Without additional compensation, the Contractor 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 Contractor 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** CDB will, unless specified otherwise, contract with the A/E to employ and pay for construction tests specified in the contract documents. The employment of a testing firm does not relieve the Contractor's obligations to perform work in accord with the contract.
- .2** Subject to CDB approval, the A/E may waive testing on certain products when they are produced by qualified plants accepted by the Illinois Department of Transportation.
- .3** The Contractor shall notify the testing firm, the Construction Manager, and the A/E in advance of installations to allow for the scheduling of tests. The testing firm will obtain written acknowledgment from the Contractor of each inspection or test and shall promptly notify the A/E and Contractor of deficiencies in the work.
- .4** The testing firm is not authorized to alter contract requirements, approve or reject any portion of work, or perform any duties of the Contractor.
- .5** The Contractor shall:
 - A.** 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 provide for a laboratory's exclusive use for storage and curing of test samples.
 - B.** 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. The Contractor shall pay all costs of retesting

when test results indicate a noncompliance with contract requirements.

C. Patch all surfaces and areas disturbed by testing operations.

01 50 00 TEMPORARY FACILITIES AND CONTROLS

Refer to the Project Manual for temporary facilities and control requirements.

01 51 00 TEMPORARY UTILITIES

Refer to the Project Manual for all temporary utilities requirements. When there is a Construction Manager on the project, the Construction Manager may provide temporary utilities when specified in Division 01 11 05.

01 52 00 FIELD OFFICES

- .1 Field Offices for Coordinating Contractor or Construction Manager.** When specified in Section 01 11 00 of the Project Manual, the Coordinating Contractor shall provide and maintain a field office for the Coordinating Contractor, the A/E, and CDB. When there is a Construction Manager on a project, the Construction Manager shall provide and maintain a field office for the Construction Manager, the A/E, and CDB, unless otherwise specific in Division 01 11 05. Field office(s) for the Coordinating Contractor or Construction Manager, the A/E, and CDB shall be equivalent to 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 a telephone line and internet connection. The conference table shall be a size as to accommodate representatives of all contractors and representatives of the A/E, Client Agency, and CDB. Three reserved parking spaces shall be allocated convenient to the offices for the A/E and CDB.
- .2 Field Office for Other Contractors.** Other prime contractors may provide field offices for their own use at their option and expense.
- .3 Additional Information.** All field offices shall be located as shown on the drawings or approved by the A/E. The Contractor shall clean field offices at least weekly. The Contractor 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

Unless specified otherwise in Section 01 54 00 of the Project Manual, each Contractor is responsible for providing and maintaining all the construction aids required for its work. The A/E's review is required for any aids, such as enclosures or barriers, that may damage other work. The installing Contractor 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 Contractor (Coordinating Contractor when contracts are assigned) or the Construction Manager when one is on the project, unless otherwise specified in 01 11 05 of the Project Manual, shall provide and/or maintain vehicular access to the site and construct and maintain within the site, roads, drives, walks, 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 specified or as approved by the A/E. The Contractor (Coordinating Contractor when contracts are assigned) 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 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 or approved in writing by the Client Agency and CDB. The Contractor is responsible for repair or replacement of all existing conditions damaged during construction work progress. The Contractor shall restore the site, including existing pavement structures, to the original or specified condition prior to final acceptance.

- .3 **Traffic Control.** The Contractor (Coordinating Contractor when contracts are assigned) or the Construction Manager when applicable, unless otherwise specified in Division 01 11 05, 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 Section 01 55 00 Access Roads & Parking Areas of the Project Manual.

01 56 00 BARRIERS AND ENCLOSURES

Refer to the Project Manual for barrier and enclosure requirements. When there is a Construction Manager on the project, the Construction Manager may provide barriers and enclosures when specified in Division 01 11 05

01 56 39 TREE AND PLANT PROTECTION

- .1 The Contractor or the Construction Manager when one is on the project, unless otherwise specified in Division 01 11 05, shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The responsible Contractor or Construction Manager shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.
- .2 Additional requirements may be listed in Section 01 56 39 Tree and Plant Protection of the Project Manual.

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

- .1 **Environmental Controls.** Each Contractor (Coordinating Contractor when contracts are assigned) or the Construction Manager when applicable, unless otherwise specified in Division 01 11 05, shall provide and maintain controls over environmental conditions at the construction site until substantial completion.
- .2 **Dust Control.** The Contractor or Construction Manager as specified in Division 01 11 05 shall provide dust control materials to minimize dust from construction operations.
- .3 **Water Control.** The Contractor or Construction Manager as specified in Division 01 11 05 shall control surface water to prevent ponding or damage to the project, the site, or adjoining properties. The Contractor shall provide, operate, and maintain pumps as required.
- .4 **Pest Control.** The Contractor or Construction Manager as specified in Division 01 11 05 shall provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, the Contractor shall submit a copy of a proposed program to the A/E with a copy to CDB.
- .5 **Pollution Control.** The Contractor or Construction Manager as specified in Division 01 11 05 shall prevent the discharge of noxious substances from construction operations. The Contractor shall provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. The Contractor shall take measures necessary to prevent pollutants from entering public waters.
- .6 **Erosion Control.** The Contractor or Construction Manager as specified in Division 01 11 05 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 Contractor shall provide temporary control measures such as berms, dikes, and drains. The Contractor shall provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- .7 **NPDES Permits.** When applicable, the Contractor or Construction Manager as specified in Division 01 11 05 shall cooperate with the A/E and CDB in obtaining and complying with National Pollutant Discharge Elimination System permits.

- .8 Vegetation Control.** The Contractor or Construction Manager as specified in Division 01 11 05 shall cut vegetation to eight inches maximum height and trim close to fences, buildings, and other obstacles.
- .9 Additional Information.** Additional requirements may be found in Section 01 57 19 of the Project Manual.

01 58 00 PROJECT IDENTIFICATION SIGN

- .1** When specified in Section 01 11 00 of the Project Manual, the designated Contractor shall provide and maintain a project identification sign. The A/E will provide format, wording, and logo. When a Construction Manager is on the project, the Construction Manager shall provide and maintain a project identification sign unless otherwise provided in the Project Manual.
- .2** Structural materials may be new or used, but must be 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** Unless otherwise specified in Section 01 11 00 of the Project Manual, the Contractor shall paint all exposed surfaces with one coat of primer and at 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 61 10 PROHIBITED PRODUCTS

- .1** CDB has determined that certain products shall not be incorporated into the project. The Contractor shall not introduce these products into its work. The Contractor shall notify the A/E and CDB when the contract documents specify the use of these products. 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. Unless otherwise specified in the Project Manual, each Contractor 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 Contractor shall comply with manufacturers' recommendations. Storage shall be located where authorized by the A/E or the Construction Manager and, for user occupied facilities, 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 contract documents, each Contractor shall provide its own cutting and patching.

- .2 Prior to cutting which may affect structural members, safety of the project, or work of other contractors or subcontractors, the Contractor shall submit written notice to the A/E and the Construction Manager.
- .3 The Contractor shall provide shoring, bracing and support. The Contractor shall protect other portions of the project and provide protection from the elements.
- .4 The Contractor shall restore work which has been cut or removed. The Contractor 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 Unless otherwise specified in the Project Manual, each Contractor shall be responsible for cleanup of waste and debris resulting from its own work, including the following:
 - A. Each Contractor shall provide regular cleaning and disposal of construction waste from the project site and shall provide covered containers for deposit of waste and rubbish.
 - B. Each Contractor shall remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.
 - C. Each Contractor shall clean interior areas prior to start of surface finishing. The Contractor shall maintain to protect new finishes.
- .2 The Coordinating Contractor shall coordinate construction cleaning with each contractor. Should any Contractor fail to provide cleaning, then the Coordinating Contractor may provide it and back charge the assigned contractors a proportion of the costs.

01 74 23 FINAL CLEANING

- .1 At completion of work, or when directed by the A/E or the Construction Manager (or Coordinating Contractor when contracts are assigned), each Contractor shall remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery, and surplus materials resulting from its own work. The Coordinating Contractor or Construction Manager shall supervise and coordinate the cleaning operations of all assigned contractors.
- .2 Unless otherwise specified in the Project Manual, each Contractor shall be responsible for cleaning and repair related to its own work. This includes the following:
 - A. clean and repair all exposed surfaces including windows.
 - B. leave the work clean and ready for occupancy.
 - C. repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
 - D. broom clean all exposed concrete and paved surfaces, mop all hard surface flooring, and vacuum clean all carpet.
 - E. replace air handling filters if units were operated during construction and vacuum clean ducts, blowers and coils when directed by A/E.
- .3 With respect to its own work, each Contractor shall maintain the cleanliness of the site until the site or designated portion is accepted by CDB.

01 75 00 STARTING OF SYSTEMS/COMMISSIONING

- .1** Each Contractor shall conduct a thorough and systematic performance test of each element and total system in the presence of the A/E, the Construction Manager, and Client Agency. The Contractor shall demonstrate that all systems comply with the requirements of the contract documents. The Contractor 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 Contractor shall correct or adjust all deficiencies in operation and retest as directed by the A/E.
- .2** If there is a commissioning agent, the Contractor shall cooperate with the commissioning agent or its designee.
- .3** The Construction Manager, when applicable, will ensure that commissioning activities are included on the construction schedule and that all parties are notified of such in a timely manner.
- .4** Additional requirements on commissioning may be found in Section 01 75 00 of the Project Manual.

01 77 00 CLOSEOUT PROCEDURES

01 77 13 SUBSTANTIAL COMPLETION

- .1** When the Contractor considers work substantially complete, and after building commissioning and training, the Contractor shall submit written notice that work, or a designated portion thereof, is substantially complete. The Contractor shall prepare and provide a list of items to be completed or corrected along with all submittals required for substantial completion: record of user training and commissioning; approved shop drawings; operating and maintenance data; guarantees, warranties, and bonds; and keys and keying schedule.
- .2** The A/E and Construction Manager, when applicable, will make a preliminary inspection within seven (7) business days after receipt of Contractor's notice. If the A/E determines that work is substantially complete, the A/E or Construction Manager, when applicable, will schedule a substantial completion inspection to be attended by the Client Agency, CDB, the A/E, the Construction Manager, and contractors.
- .3** Following the inspection, the A/E or Construction Manager, when applicable, will prepare and the A/E will process a substantial completion package that contains:
 - A. certificate of substantial completion;
 - B. date of substantial completion;
 - C. punch list of items to be completed or corrected;
 - D. the time within which punch list items shall be completed or corrected;
 - E. date and time the Client Agency will take occupancy of the project;
 - F. responsibilities of the Client Agency and Contractor for insurance; utility payments; operation and maintenance of mechanical, electrical, and other systems; maintenance and cleaning; security; and
 - G. signatures, indicating approval of: the A/E, Contractor(s), CDB, the Client Agency, the Construction Manager (when applicable), and Coordinating Contractor (when contracts are assigned).
- .4** The Contractor shall complete all work listed for completion or correction within designated time. The Coordinating Contractor shall perform final cleaning, unless otherwise provided in the Project Manual. The Client Agency will occupy the project or designated portions under provisions stated in the certificate of substantial completion.

- .5 Acceptance.** A signed certificate of substantial completion will be submitted to the Contractor when CDB determines that the work is substantially complete. The certificate will establish the date of substantial completion, the responsibilities of the Client Agency and the Contractor for security, maintenance, heat, utilities, and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The certificate of substantial completion will constitute acceptance of the work except for items included on the punch list. The Contractor shall complete all work enumerated on the punch list within the time limit specified in the certificate of substantial completion. When the Contractor has completed the items on the punch list, it shall provide within seven (7) calendar days a written notice of final completion. The A/E and the Construction Manager, together with CDB, will promptly inspect the work. A certificate of final acceptance will be issued which will constitute acceptance of all work when CDB determines that all work, including all punch list items is complete. Acceptance will not bar claims of CDB under the warranty Article contained herein.
- .6 Notification.** When the contract is assigned, the Contractor will submit written notices to the Coordinating Contractor for submittal to the Construction Manager and A/E, otherwise written notice is to be sent directly to the A/E.

01 77 19 FINAL COMPLETION

- .1** The Contractor shall submit written declaration that the work complies with all aspects of contract documents and that all items on the substantial completion punch list have been completed. The Contractor shall certify that all adjustments to materials, equipment, or systems as a result of building commissioning, are complete. The Contractor shall remove all tools, construction equipment, and surplus materials.
- .2** The Contractor shall submit the following:
- A. Project Record Documents
 - B. Certificates of inspection for elevators, boilers, plumbing, and systems which require local government inspection.
 - C. Copies of paid utility bills.
 - D. Asbestos abatement compliance records.
 - E. Warranties for punch list items.
 - F. Certification of Compliance with the Illinois Works Jobs Program Act Apprenticeship Initiative.
- .3** The A/E and Construction Manager, when applicable, will make final inspection with the Contractor to verify completion. When the A/E and Construction Manager, when applicable, considers that all work is finally complete, contract closeout documents shall be prepared.
- .4 Notification.** When the contract is assigned, the Contractor will submit written notices and submittals to the Coordinating Contractor for submittal to the A/E, otherwise written notice and submittals are to be sent directly to the A/E. When a Construction Manager is on the project, the Contractor will submit written notices and submittals to the Construction Manager for submittal to the A/E.

01 78 00 CLOSEOUT SUBMITTALS

01 78 23 OPERATING AND MAINTENANCE MANUALS

- .1** Each Contractor shall compile data related to the maintenance and operation of products and equipment provided under the contract into an Operations & Maintenance (O&M) Manual. The Contractor shall provide O & M information for products specified in Section 01 78 23 and in specific work sections of the Project Manual. The Contractor shall submit two copies of each manual.

- A. Printed Manual. Each manual shall include a typewritten table of contents for each volume, arranged in Project Manual order.
 - B. Electronic Manual. With the concurrence of the CDB PM and the Client Agency, the Contractor may submit O & M information electronically. The Contractor shall confer with the PM and Client Agency regarding the format and organization of the electronic submittal.
- .2 For Each Product.** The manual shall include the name, address, and telephone number of each subcontractor, maintenance contractor, and parts vendor. The Contractor shall supplement product data with drawings to clearly illustrate the relationship of component parts, and control and flow diagrams. The manual shall include a copy of each warranty, bond, and service contract.
- .3 For Materials and Finishes.** The manual shall provide full information on products, including catalog number, size, composition, color and texture designations, and information for reordering special-manufactured products. The manual shall provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedule.
- .4 For Equipment & Systems.** The manual shall provide operating characteristics and limiting conditions; and performance curves, engineering data, and tests.
- A. The manual shall 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; and servicing and lubrication schedule.
 - B. The manual shall 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; and recommended spare parts.
 - C. The manual shall provide as-installed control diagrams by control manufacturer. In addition, the manual shall also provide each Contractor's coordination drawings with color-coded piping diagrams and charts of valve tag numbers, with location and function of each valve.
- .5 For Electric and Electronic Systems.** The manual shall provide circuit directories of panel boards and color-coded wiring diagrams.
- .6 Submittal.** When the contract is assigned to a Coordinating Contractor, the Contractor will send submittals to the Coordinating Contractor for submittal to the A/E. When the contract is not assigned, submittals are to be sent directly to the A/E. When a Construction Manager is on the project, the Contractor will send submittals to the Construction Manager for submittal to the A/E.

01 78 36 WARRANTIES, BONDS, AND DEFECTS

- .1 General.** The Contractor 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 substantial completion of the whole, or any part of the project. The warranty time period for any incomplete or uncorrected work including punch list work at the time of substantial completion shall commence with the date of final completion.
- .2 HVAC Warranties.** The responsible Contractor 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 substantial completion. This includes, but is not limited to, heating, ventilating, air conditioning, temperature control, and test and balance work, as specified in the Project Manual.

- .3 Commercial Warranties.** The Contractor shall deliver all commercial warranties received from manufacturers prior to final completion but this shall not reduce the Contractor's obligations under this Article.
- .4 Other Warranties.** CDB may require the Contractor to furnish other warranties as specified in the Project Manual.
- .5 Submittal.** Each Contractor shall assemble executed warranties and bonds. See Section 01 78 36 of the Project Manual. When the contract is assigned to a Coordinating Contractor, the Contractor will send one original signed copy, bound with a table of contents to the Coordinating Contractor for submittal to the A/E. When the contract is not assigned to a Coordinating Contractor, submittals are to be sent directly to the A/E for approval and transmittal to the Client Agency. When a Construction Manager is on the project, the Contractor will send submittals to the Construction Manager for submittal to the A/E.
- .6 Latent Defects.** On demand by CDB at any time within the ten-year period following substantial completion or final acceptance for punch list items, the Contractor 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.
- .7 Prompt Repair.** Upon notice from CDB or the Client Agency of such defects or non-conforming work, the Contractor shall 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 within three (3) business days unless otherwise agreed. Within fourteen (14) business days after the site visit, the Contractor shall provide a schedule of repair that is acceptable to CDB. The Contractor 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 Contractor but damaged as a result of such defects or non-conforming work or as a result of remedying them. If the Contractor 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 Contractor. Work which is repaired or replaced by the Contractor shall be inspected and shall be warranted by the Contractor 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.

01 78 39 PROJECT RECORD DOCUMENTS

- .1** The Contractor shall maintain, protect, and keep current the following at the site: one copy of contract drawings, Project Manual, addenda, approved shop drawings and product data, other modifications to the contract, field test records, all schedules, and correspondence file. When there is a Construction Manager, the documents shall be kept in the Construction Manager's trailer.
- .2** The Contractor shall label each document "PROJECT RECORD DOCUMENTS" and shall legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, references to permanent surface improvements; location of internal/external utilities and appurtenances concealed in construction; field changes of dimension and detail; and changes made by change order.
- .3** The Contractor shall make documents available at all times for inspection by the A/E, the Construction Manager, and CDB.
- .4 Submittal.** When contract is assigned to a Coordinating Contractor, the Contractor will deliver record documents, including as-built drawings, to the Coordinating Contractor for submittal to the A/E. When the contract is not assigned to a Coordinating Contractor, submittals are to be sent directly to the A/E. When a Construction Manager is on the project, the Contractor will send submittals to the Construction Manager for submittal to the A/E. The submittal shall be accompanied by a transmittal letter. The Contractor shall include the name and number of each record document and obtain a signed receipt from the A/E.

01 79 00 TRAINING

The Contractor shall provide formal training in operation and maintenance of all building systems. The Contractor shall provide O & M manuals to serve as the basis for the Client Agency training. The Contractor shall submit records of dates, duration of each training session, material covered, and documented attendance of the Client Agency and the A/E to the Coordinating Contractor when the contract is assigned or to the Construction Manager, when one is on the project. When the contract is not assigned to a Coordinating Contractor, the Contractor shall provide this information to the A/E and CDB.