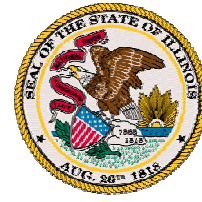


For 2009-2025 Contracts

CAPITAL DEVELOPMENT BOARD



State of Illinois

STANDARD DOCUMENTS FOR CONSTRUCTION

for projects with a
Construction Manager
August 2009



For 2009-2025 Contracts

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PREFACE

These Standard Documents for Construction for Projects with a Construction Manager (SDC-CM) apply to Capital Development Board (CDB) projects incorporating Construction Manager services and are to be used in conjunction with the CDB “Construction Management Services Agreement”. This document is based on the 2009 edition of CDB’s Standard Documents for Construction.

Note: The 2006 edition of the SDC changed the system used for numbering the Articles in the SDC from the 5 digit CSI Master Format to the current 6 digit CSI Master Format.

Most of the changes to this document consist of substituting “Construction Manager” for “Coordinating Contractor.” Sections with more extensive changes are listed below. Contractors are advised to read the entire document as changes have been made throughout.

00 71 00 DEFINITIONS

00 72 10 TIME

00 72 20 ASSIGNMENT OF CDB CONTRACTS

00 73 19 BUILDER'S RISK INSURANCE

01 26 00 CHANGE ORDERS

01 29 00 PAYMENT PROCEDURES

01 31 00 COORDINATION OF EQUIPMENT AND UTILITIES

01 32 00 CONSTRUCTION PROGRESS SCHEDULES

01 35 53 SECURITY

01 45 16 INSPECTION

01 45 23 TESTING

01 52 00 FIELD OFFICES

01 74 13 CLEANING

01 78 39 RECORD DOCS

01 77 00 CLOSEOUT PROCEDURES

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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. Refer to Paragraph [00 51 20.2.A.1](#).
 - 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 internet site at <http://www.cdb.state.il.us>. 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 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, Public Contracts Division, James R. Thompson Center, 100 West Randolph, Suite 10-100, Chicago, Illinois 60601 (312/814-4335).
- .6 **Secretary of State** Bidders that are corporations must be in "Good Standing" with the Secretary of State at the time of contract award. Bidders should verify their status with the Secretary of State periodically by contacting the Department of Business Services, Corporation Division with the Secretary of State (217/782-7880).

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 prior to bid. 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 Source Specifications.** When it is discovered that a 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. Refer to Paragraph [00 43 25.2](#).

00 21 20 **OBTAINING AND RETURNING BIDDING DOCUMENTS**

- .1 **Bidding Documents** include:
 - A. Standard Documents for Construction for Projects with Construction Manager
 - B. Advertisement for Bids
 - C. Bid Forms (including DHR PC-2, MBE/FBE Business Enterprise Participation 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 for Projects with Construction Manager.** This document, the Standard Documents for Construction for Projects with Construction Manager (SDC-CM), 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 in **CDB's volume of the Illinois Procurement Bulletin, in the Bid Information Newsletter which is available electronically on CDB's internet site at <http://www.cdb.state.il.us>**. 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 is 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) days of receipt of bidding documents only if documents are returned in good reusable condition. The Contractors awarded the work shall not be required to return their bidding documents, but their deposits shall be returned to them.

00 21 40 **CONSTRUCTION ADMINISTRATION FEE**

- .1 **Applicability.** Each Contractor may be assessed a construction administration fee (CAF) as set forth in the bidding documents. 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 generally not applicable to change orders, unless specifically included by CDB.

00 21 50 **WORK WITH OWN STAFF**

- .1 **General.** Each Contractor shall perform the work at the site employing not less than the following amount of its own forces. For the purposes of this Article, the work includes direct labor and supervision, as well as material purchases where the material is installed by the contractor.
 - A. General contract work: 20%
 - B. Each other separate contract, such as plumbing, heating, ventilation, and electrical: 40%

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.2 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 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.
- 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 subcontractor or supplier.

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 20.2.A.9](#).
- .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 on CDB's bid form. 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 ink or by typewriter, not in pencil. Refer to Paragraphs [00 51 20.2.A.5](#) and [00 51 20.2.A.8](#).
- .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 words will govern where such words are not ambiguous.
 - B. When words and figures are not identical in form or amount and the words are ambiguous; the figures will govern.
 - C. When the intention and meaning are not clear; omissions or misspelling of words will not render the words ambiguous.
 - D. When both figures and words are ambiguous, the bid price will be considered indeterminate. Refer to Paragraph [00 51 20.2.A.7](#).
- .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, the bid shall be rejected. Also see Article 00 91 00 Addenda. This paragraph does not apply to product substitutions submitted in accordance with Article [00 43 25](#).

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- A. **Delivery.** Bidders shall be responsible for the delivery of bids during regular business hours to CDB's designated bid receiving office and bid receiving officer. This shall be prior to the bid opening time stated in the advertisement for bids.
- B. **Sealed Bids.** Bids shall be sealed and properly identified.
 - 1) Each bid shall be sealed, preferably in the envelope provided with the bidding documents, or in an opaque envelope, including express delivery envelopes. Refer to Paragraph [00 51 20.2.A.5](#)).
 - 2) The bid envelope shall be properly identified on the outside of the sealed envelope for the project and contract or trade being bid. Refer to Paragraph [00 51 20.2.A.5](#)). CDB recommends that the envelope be marked as follows: "BID FOR: (CDB project Number, Project Title, and contractor or trade being bid.)"
 - 3) It is also recommended that the envelope indicate the name and address of the bidder in the upper left-hand corner. It should be addressed for direct delivery to the designated CDB bid receiving office. Bidders delivering bids in person shall have their bids date and time stamped at CDB's reception desk prior to the bid opening. Bidders should not address bid envelopes to the CDB Project Manager.

.4 **Change and withdrawal.**

- A. **Modifications.** Changes or withdrawal of bids shall be made in writing, including telegrams and facsimiles, and must be received by CDB at its bid receiving office before the time stated for the bid opening. Changes shall not reveal the bid price, but shall provide an addition or subtraction so that the final bid price can be determined only after the sealed bid is opened. Refer to Paragraph [00 51 20.2.A.3](#)) and [00 51 20.2.A.5](#)).
- B. **Confirmation.** When changes or withdrawals are made by telegram or facsimile, original signed confirmation shall be sent to CDB within seven calendar days. It shall be the bidder's sole responsibility to ensure receipt by CDB of any such modification. CDB will not be responsible for external or internal processing of such modifications. It is recommended that the bidder verbally notify, via telephone, CDB's bidding officer when a facsimile modifying a bid has been transmitted to CDB. However, verbal notification does not negate the requirement for timely receipt of the document. Facsimile documents not in the actual possession of the bidding officer at the time of bid opening will be valid if electronic confirmation printed on the document received shows timely receipt at the CDB office designated for the bid opening.
- C. **Request for Withdrawal After Bid Opening.** 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. CDB shall review the evidence provided and make a determination. If CDB finds that the evidence of the mistake is not credible, the request will be denied and the bid will stand. The request may be granted if evidence of the mistake is credible. 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.

- .5 **Reformation.** Changes in or reformation of the bid after the bid opening shall not be granted.

00 41 15 SIGNING BID SUBMITTAL

- .1 **Signatures.** Original signatures on bid form and bid security are required. Facsimiles, rubber stamped or photo copied signatures are unacceptable.
- .2 **Authorized Person.** All bid documents shall be signed by a person authorized 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.
 - A. The owner shall sign for a sole proprietorship.

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- B. Corporations shall state the complete corporate name on the documents. The documents shall be signed by the president or vice-president, and the signature attested to by the corporate secretary, unless the corporation has, by written notice to CDB, authorized representatives to sign the documents.
- C. One of the authorized partners shall sign for a partnership or limited partnership.
- D. Individuals doing business under an assumed name shall sign in the name of the individual, "doing business as. . ." (d/b/a).

.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 CDB 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 contain the original signature in ink of the Contractor, an officer of the surety including a notary statement authenticating signature and an appropriate power of attorney of the surety.
- .3 **Acceptability.** Bid bonds shall meet the requirements of SDC-CM Paragraphs [00 73 17.2](#) through [00 73 17.8](#).
- .4 **Unacceptable Sureties.** The submission of bid security provided by an unacceptable surety shall, within seven calendar days after receipt of notification thereof, be replaced with bid security acceptable to CDB. Refer to Paragraph [00 73 17.3](#).
- .5 **Exchange.** Bidders may replace a certified check, cashier's check or bank draft with an acceptable CDB bid bond within seven calendar days subsequent to 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 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 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 re-advertising, 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.

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.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. CDB also reserves the right to negotiate these unit prices prior to award.
- 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.6](#).
- .2 **No Division of Awards.** There will be no division of awards between base bid and accepted alternate bids.
- .3 **Order of Priority.** After the deadline for receipt of bids and prior to opening any of them, CDB may announce an "Order of Priority" in which alternate bids will be accepted.
 - A. When there is a separate bid opening date for contracts which will be assigned to the Coordinating Contractor, the "Order of Priority" for all alternate bids may be announced immediately prior to the bid opening for the Coordinating Contractor's work.

- B. When no "Order of Priority" is announced, alternate bids will be accepted in the order as they appear in the bid form.

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, select any product which meets or exceeds the specified standards, by any manufacturer, subject to the A/E's approval.
- .2 **Sole Source Material and Equipment.** CDB reserves the right to sole-source a supplier, manufacturer or subcontractor. 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 be submitted prior to the bids. Such requests should be received at least ten calendar 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. The A/E will include the modification by addendum if a request is approved. Such requests are to be sent to the CDB Project Manager for the project.
- .4 **Substitutions.** A bidder may propose substitutions with a bid by completing the product substitution form 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 Using Agency, Construction Manager, and the A/E 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 Using 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 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 with specified hiring goals. In accordance with the rules of the Illinois Department of Human Rights, the bidder shall complete the appropriate PC-2 form that is contained in the bidding documents. Failure to complete this form may result in rejection of the bid if not remedied. Refer to Paragraph [00 51 20.2.B.11](#)).
- .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. When an acceptable projection has not been negotiated within 30 days of issuance of notice of award, the bid may be rejected and a claim made against the bidder's bid security.

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- .3 **Compliance.** The Contractor shall submit monthly reports of its hourly workforce utilization including all subcontractor hours to CDB's Office of Fair Employment Practice. CDB will provide 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 the Department of Human Rights. DHR may impose penalties for failure to make a good faith effort to achieve the goals. Penalties may include any combination of the below:
- A. Termination of the contract
 - B. Debarment from participating in public contracts for a period not to exceed three years
 - C. Imposition of a monetary fine

00 43 39 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

- .1 **Certification.** CDB will only accept Minority and Female Business Enterprise (MBE/FBE) firms certified by the Illinois Department of Central Management Services or certified with the Illinois Department of Transportation.
- .2 **Designated Projects.** CDB may designate projects with "MBE/FBE Participation Goals." See the bid form and Section 01 11 00 of the project manual for applicable goals for first level subcontractors and supplier MBE/FBE participation.
- .3 **Bid Form.** Each bidder shall name on the bid form provided, the minority and female owned businesses it intends to use to meet the specified goals.
- .4 **MBE/FBE Bidder.** If the bidder is a minority or female owned business, indicate by stating "Bidder is an MBE/FBE firm" on the applicable page of the bid form. CDB encourages MBE/FBE prime bidders to use MBE/FBE subcontractors/suppliers.
- .5 **Subcontracts.** Subcontracting of work to a lower tier non MBE/FBE firm which would reduce the proceeds received by the subcontracting MBE/FBE firm below the specified goal is prohibited. CDB may, in such cases, reject the bid or terminate the contract.
- .6 **Request for Assistance with Bid.**
- A. Bid Form: Mark the box on the MBE/FBE bid form page which states, "Request for Assistance Box." This action does not constitute a request for consideration of a change/waiver.
 - B. After Bid Opening: CDB will contact an apparent low bidder who has marked the Request for Assistance Box in lieu of naming the MBE/FBE subcontractors/suppliers it intends to use to meet the specified goals, to provide listings of certified MBE/FBE firms which may be used.
 - C. After assistance has been obtained from the Office of Fair Employment Practices, the bidder shall have seven calendar days to submit the names of MBE/FBE subcontractors/suppliers it intends to use to meet the specified goals, or request a consideration for a change or waiver of the specified MBE.FBE goal for the contract if the Contractor finds that its efforts have been to no avail. Documentation of good faith efforts to contract with MBE/FBE subcontractors and suppliers must be included.
- .7 **Consideration for Change/Waiver Procedure - Include in the request:**
- A. All information indicating why the specified goal cannot be met.
 - B. A list of all MBE/FBE firms contacted and the dates they were contacted, including documentation from those firms.

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- C. Copies of all bid solicitation letters to MBE/FBE firms. Letters shall contain, as a minimum:
- 1) Project Title and Location
 - 2) Classification of Work Items for Which Quotations are Requests
 - 3) Date, Time and Place Quotations are Due
 - 4) Returnable Acknowledgment of the Solicitation
- D. Evidence, such as a log, of telephone contact including time and date of call, telephone number, and name of the person called.
- E. All other evidence of good faith efforts made by the bidder to secure eligible MBE/FBE firms to meet the specified goal. Evidence may include documentation that states the following:
- 1) A reasonable number of MBE/FBE firms were contacted.
 - 2) The work selected by the bidder for allocation to MBE/FBE firms was selected in order to increase the likelihood of achieving the specified goal.
 - 3) The bidder negotiated, in good faith, with the potential MBE/FBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited.
 - 4) The services of the referral agencies were used by the bidder in efforts to achieve the specified goal.
 - 5) The bidder attended the CDB pre-bid meeting for the project.
- F. Other relevant information in support of its request.
- .8 **Request for Change of Subcontractor or Supplier.** A Contractor may make a request for change of an MBE/FBE subcontractor or supplier which it has previously listed at any time prior to, or after the award. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to CDB's Office of Fair Employment Practice. CDB will review each request and may, at its sole discretion, authorize the change.
- A. **Prior to Award.** The contractor may request approval of an MBE/FBE subcontractor or supplier other than one listed in its bid provided sufficient information supplied by the Contractor is deemed appropriate by CDB's Office of Fair Employment Practice. CDB may require supporting documentation from the MBE/FBE subcontractor or supplier.
- B. **After Award.** If for any reason an approved MBE/FBE subcontractor or supplier fails to meet its contractual commitment to the Contractor or supplier after an award of contract or start of construction. CDB may require supporting documentation from the MBE/FBE subcontractor or supplier.

00 45 00 CERTIFICATIONS OF COMPLIANCE WITH APPLICABLE LAWS

- .1 **Bid Rigging/Rotating.** By submitting a bid the Contractor certifies that no owner, officer or director is barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 & 33E-4.
- .2 **Default on Educational Loan.** By submitting a bid the contractor certifies that no owner, officer or director is in default on an educational loan as provided in 5 ILCS 385/1-385/3.
- .3 **Bribery.** The Contractor states he or she has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor has the Contractor made an admission of guilt of such conduct which is a matter of record, nor has any official, officer, owner, agent or employee of the Contractor been so convicted or made such admission (30 ILCS 500/50-5).
- .4 **Felony or Bribery Conviction.** The Contractor is not barred on account of a felony or bribery conviction (30 ILCS 500/50-10 and 30 ILCS 500/50-10).

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- .5 **International Boycott.** The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the act.
- .6 **Drug Free Workplace Act.** The Contractor will comply with the requirements of the Drug Free Workplace Act if the contract is \$5,000 or more and the vendor has more than 24 employees at the time of entering into the contract (30 ILCS 580).
- .7 **Prevailing Wage.** The Contractor and subcontractors, etc. shall pay prevailing wages pursuant to the Wages of Employees on Public Works Act (820 ILCS 130).
- .8 **Preference to Veterans Act.** The Contractor will comply with the Preference to Veterans Act (330 ILCS 55)
- .9 **Records.** The Contractor will comply with the record keeping requirements of the Illinois Procurement Code (30 ILCS 500/20-65) by keeping the records related to the contract for a minimum of three (3) years after the completion of the contract and available for review and audit by the Illinois Auditor General.
- .10 **Solicitation for Employment.** The Contractor shall notify CDB's Ethics Officer if it solicits or intends to solicit for employment any of CDB's employees during any part of the procurement process or during the term of the contract.
- .11 **Disclosures of Financial Interests and Potential Conflicts of Interests.** The Contractor will submit full disclosure as required by the Illinois Procurement Code (30 ILCS 500/50-35) on Disclosure Form A (entitled Disclosures, Financial Interests and Potential Conflicts of Interests) and Disclosure Form B (entitled Disclosures, Other Contract and Procurement Related Information) with the contractor's prequalification application. If awarded a contract, the contractor will submit full disclosure on Disclosure Form C, entitled Updated Disclosure Information. Refer to Paragraph 00 51 40.2. Forms will be provided by CDB.
- .12 **Delinquent Debt.** The contractor certifies that it is not delinquent in the payment of any debt to the state, or if it is delinquent, it has entered into a deferred payment plan to payoff the debt, and that it acknowledges that CDB may declare this contract void if this certification is false (30 ILCS 210/5).
- .13 **Lobbying.** The contractor certifies that it and its subcontractors will comply with Executive Order No. 1 (2007) prohibiting hiring as procurement lobbyists the serving Governor's family members or any former State employee who had procurement authority during the one year period preceding the lobbying activity.

00 51 00 BID OPENING AND AWARD

00 51 10 BID OPENING

- .1 **Public Opening.** At the time and address stated in the advertisement for bids, all bids will be publicly opened, read and tabulated. Noted errors, omissions and defects may be announced. All bids received after that time will be returned unopened to the bidder. Official time will be as stamped or noted on the envelope by CDB when received by CDB. All bids received at places other than the designated bid receiving office for that bid will be returned unopened to the bidder.
- .2 **Related Bids.** In the event of an assignment, CDB may open bids for the assigned contracts prior to the bid opening for Coordinating Contractor work. In this event, the A/E will send a copy of the bid tabulations for the other contracts to all bidders of record for the Coordinating Contractor work. Bid tabulations will be for informational purposes only and will not mean that an apparent low bidder for the other work will be awarded a contract.
- .3 **Bidder Agreements.** The bidder agrees to:
 - A. Hold the bid open for sixty 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.

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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 (Paragraph [00 51 10.1](#)).
- 3) Failure to submit bid and/or bid modifications to appropriate bid opening office.
- 4) Submission of a bid in a manner that reveals the bid price prior to the bid opening (example: by fax). (Paragraph [00 42 10.4](#)).
- 5) Use of a bid envelope which is received by CDB unsealed or marked in a manner that does not reasonably identify the project and/or contract for which it is intended (Paragraph [00 42 10.3](#)).
- 6) Omission of a base bid price, alternate bid price or unit price (Paragraph [00 42 10.1](#)).
- 7) Submission of a bid price that cannot be determined.
- 8) Deletion of original signatures to the extent that an intent to be bound by the bid is not apparent.
- 9) When CDB does not accept the unit price(s), when those prices are an integral part of the base bid, all bids for that contract will be rejected.
- 10) Failure to attend a mandatory pre-bid meeting.
- 11) Bids not in substantial conformance with the bidding documents and whose non-conformance is determined to be material and unresponsive.

B. The following technical deficiencies may be remedied by the bidder within seven calendar days. Failure to remedy the bid within seven calendar days shall result in rejection of the bid. These technical deficiencies are:

- 1) Failure to use a revised bid form when bid forms have been changed by addenda.
- 2) Failure to acknowledge an addendum, however, adjustment of the bid amount will not be allowed.

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- 3) Failure to complete the Apprenticeship and Training Certification section of the bid form.
 - 4) Failure to submit bidder's Certificate of Registration in an approved apprenticeship and training program.
 - 5) Failure to submit Certificate of Registration with State Board of Elections in accord with Public Act 95-971, if required.
 - 6) Failure to supply subcontractor and/or supplier names and Taxpayer Identification Numbers as required.
 - 7) Submission of a bid bond not on CDB's form (Paragraphs 00 43 13.1 and 00 43 13.2).
 - 8) 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).
 - 9) 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.8), submission of those signatures in pencil or submission of a non-original signature.
 - 10) Replacement of a bid security from an unacceptable surety with one from a surety acceptable to CDB (Paragraph 00 43 13.4).
 - 11) Failure to furnish and/or complete the DHR PC-2 form.
 - 12) Failure to complete the requirements under Article 00 43 39.
- C. 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.
- D. 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.** When a bidder discovers fraud, corruption, or illegal acts undermining the objectives and integrity of the bidding process, the bidder may file a written protest with CDB's Chief Procurement Officer. Prequalification, suspension, or debarment shall not be the subject of a protest.
- .2 **Time for Filing.** Protests will not be accepted after contract award, and must be filed within seven days after the protester knows or should have known of the facts giving rise to the protest. However, protests affecting specifications, special provisions, or supplemental specifications and plans must be filed at least fourteen days before the bid opening date.
- .3 **Remedies.** The protest may request cancellation, revision, or readvertisement of the solicitation for bids. Remedies do not include award of the contract to the protester. 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 in an envelope 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 a bidder, (2) the factual and legal grounds of the protest, and (3) timeliness of the protest. The protest must be signed by the protester.
- .5 **CDB Rules.** CDB's rule that details protest requirements (44 Ill. Adm. Code 910-150) will be provided by CDB upon request.

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00 51 30 AWARD

- .1 **Determination.** The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the following criteria:
 - A. Whose bid produces the lowest combination of base bid and accepted alternate bids at the time of award.
 - B. 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:
 - 1) The total of the lowest individual base bids and accepted alternate bids, or the lowest aggregate bid plus accepted alternate bids.
 - 2) 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.
- .2 **Identical Bids.** In all other instances of identical bids for individual bids or for aggregate bids, the award will be decided by the toss of a coin furnished by CDB.
- .3 **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. MBE/FBE Subcontractor/Supplier Certification form (00665 Form) with Subcontractor/Supplier agreements (if applicable);
 - G. USDOL Apprenticeship and Training Certification for bidder and all subcontractors;
 - H. Completed Substance Abuse Prevention Certification form and Contractor's substance abuse plan (if applicable);
 - I. DHR PC-2 accepted by FEP technician; and
 - J. Disclosure Form C, entitled Updated Disclosure Information.
- .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 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. Contractor shall be responsible for the costs of any such delays.

00 51 45 MBE/FBE BUSINESSES CERTIFICATION, POST AWARD

- .1 **General.** Included with the notice of award package, the Contractor will receive CDB's MBE/FBE 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/FBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as specified on the bid form and in Section [01 11 00](#) of the project manual and shall be submitted to CDB FEP section with a copy of the subcontractor or supplier agreement within ten (10) days of the Notice of Award. .

Completion of the [00665](#) form is not required if the Contractor is an MBE or FBE firm. MBE/FBE prime contractors are encouraged to utilize MBE/FBE subcontractors/suppliers. If goals are split (separate MBE and FBE goals), then an MBE or FBE firm must supply 00665 forms for the subcontractor firms(s) utilized to meet the FBE or MBE goal, respectively.

- .2 **Listed Firms.** The [00665](#) certification form shall be completed and submitted for each MBE/FBE firm listed on the bid form.
- .3 **Compliance.** The MBE/FBE participation goal percentage sum is based upon the total contract sum (including awarded alternates). The participation goal percentage amount shall meet or exceed the goal as specified on the bid form, in Section [01 11 00](#) of the project manual, or an approved change/waiver request (refer to Article [00 43 39](#) herein).
- .4 **Consideration for Change/Waiver of Goals, Post Award.** All requests for a consideration of change/waiver after contract award shall be submitted in writing to CDB's Office of Fair Employment Practice. Detailed procedures are outlined in Paragraph [00 43 39.9](#) herein.
- .5 **Voluntary.** Contractors are encouraged to utilize MBE/FBE subcontractors/suppliers for those projects that are not designated for MBE/FBE participation and complete the [00665](#) certification form for each respective MBE/FBE firm.

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.

00 70 00 CONDITIONS OF THE CONTRACT

00 71 00 DEFINITIONS

- .1 **Contract Documents** include:
 - A. Bidding Documents (See [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 [00 41 04](#))
 - E. Approved MBE/FBE Utilization Certification (CDB Form [00 41 05](#)), if applicable
 - F. Retention Trust Agreement, if applicable
 - G. Specified Insurance
 - H. Performance Bond

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- 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 legal 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 make such a distinction.
- .5 **Construction Manager** is the designated entity to whom CDB may assign limited administration of the other contractors. Refer to Article [00 72 20](#).
- .6 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the Construction Manager for purposes of scheduling and coordination of the work. This assignment is limited and CDB retains certain rights of the contract. Refer to Article [00 72 20](#).
- .7 **Response Action Contractor.** Response Action Contractor is defined in the Response Action Contractor Indemnification Act, 415 ILCS 100/1 et seq., 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.).
- .8 **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.
- .9 **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.
- .10 **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.
- .11 **Provide.** Unless otherwise defined by the contract documents, provide means to furnish and install.

00 72 00 GENERAL CONDITIONS

00 72 05 RELATIONSHIP TO PROJECT MANUAL.

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

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- .2 **Cost of A/E and CM Services.** The Contractor shall reimburse CDB for all additional costs of A/E and/or Construction Manager (CM) services resulting from 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.
 - 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.
- .4 **Written Requests.** Request for an extension of time will not be considered unless made in writing to the A/E and CM within thirty (30) calendar days after 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 Construction Administrator level.
- .6 **No Compensation for Delay.** The Contractor shall not be entitled to payment or compensation of any kind from CDB for any alleged damages, costs or expenses whatsoever. This includes but is not limited to costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. 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 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 will award separate prime contracts as specified in Section 01 11 00 of the project manual. CDB will assign responsibility for aspects of coordination and scheduling these prime contracts to the Construction Manager (CM) as defined herein.
- .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 contained herein.
- .4 **Construction Manager Liability.** Except as specified in the contract documents, the Construction Manager (CM) 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 **Construction Manager Responsibilities.**
 - A. **General.** Unless specifically stated in Paragraph 00 72 20.5.D, the CM's responsibilities relate solely to scheduling and coordination of the assigned contractors. Additional duties may be stated in Division 1 of the project manual and in the CM's PSA. The Construction Manager (CM) shall administer the entire project by directing, coordinating, scheduling and expediting the assigned contractors' work. The CM's superintendent shall direct the operations of all assigned contractors. The assigned contractors shall supervise their work in accordance with the instructions of the CM, subject to the terms of the contract. Administration by the CM shall not relieve the assigned contractors from their duty to perform, supervise and direct their own work.
 - B. **Default.** The Construction Manager (CM) 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 CM fails to act in this case, all expenses incurred by CDB because of the CM's failure to properly act shall be at the loss, cost and expense of the Construction Manager and his surety. This provision shall not limit the CM's legal rights against third parties.
 - C. **Duties of the Construction Manager.** The Construction Manager (CM) shall:
 - 1) **Coordination.** Oversee, supervise, administer and manage the project. 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 of cost, time and quality.
 - 2) **Communication.** Maintain project lines of authority and communication; conduct coordination meetings. Refer to Article 01 31 24.
 - 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 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. Provide and maintain

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- adequate temporary utilities. 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 CM 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.
 - 9) **Record Keeping.** Maintain at the project site current files of all necessary documents, including submittals and samples, RFIs and responses, change orders, claim files, etc.
 - 10) **Claims and Disputes.** The CM will review claims or disputes involving any contractor or subcontractor on the project, including documentation of any time, money, or other expenditure made in connection with it and will provide a written response, interpretation, and recommendation for resolution to CDB.
 - 11) **Inspections.** Schedule, give notice, and participate in the inspection, substantial completion, and final acceptance of the work of all contractors.
 - 12) **Cleaning.** Coordinate the specified construction cleaning and final cleaning. Refer to Articles [01 74 13](#) and [01 74 23](#).
 - 13) **Start-up of Permanent Mechanical and Electrical Equipment.** Notify all parties seven calendar days prior to a start-up date. Coordinate the inspection of utilities, systems, and equipment; initial start-up and testing; instruction of Using Agency's operating personnel. Obtain operation and maintenance manuals from contractors and distribute seven calendar days prior to start-up.
 - 14) **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](#).
 - 15) **Substantial Completion** - Upon assigned contractor's notice of substantial completion of work or a portion thereof, coordinate correction and completion of work, prepare/validate initial list of remaining work items.
 - 16) **Final Completion** - Upon assigned contractor's notice that work is complete, submit written notice to A/E and CDB that work is ready for final inspection. Secure and transmit to A/E specified closeout submittals.
 - 17) **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](#).
 - 18) **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](#).
 - 19) **Temporary Environmental Controls.** Provide and maintain temporary environmental controls until substantial completion. Refer to Article [01 57 19](#).
 - 20) **Field Offices.** Provide and maintain field office for CDB, A/E, and the Construction Manager. Refer to Article [01 52 00](#).

.6 Assigned Contractors' Responsibilities.

- A. The assigned contractors shall cooperate with the Construction Manager (CM); coordinate work of employees and subcontractors; submit scheduling information to the CM and comply with the master project schedule; and transmit all submittals and notices to CM, A/E and CDB in accordance with the contract. Under the administration of the CM, the assigned contractors shall coordinate their work with that of other contractors.
- B. The assigned contractors shall provide scheduling information to the Construction Manager for incorporation into the master project schedule and update as required.
- C. The assigned contractors shall provide the Construction Manager 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 Construction Manager operation 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, 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.

.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 cause for such order has been eliminated if the Contractor fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract.
- B. CDB may order the Contractor(s) to stop work due to emergencies. Contractors shall immediately cease work until the emergency no longer exists.

.3 Right to Carry Out the Work.

- A. CDB may make good 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 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 in such amount to CDB if the payments then or thereafter due the Contractor are not sufficient to cover such amount. Refer to Paragraph [01 29 76.10, Payment Set Off](#). Contractor and its surety shall remit such amount to CDB within 30 days.

- B. In case of emergencies (as determined by CDB) involving public health or public safety or to protect against further loss or damage to state property or to prevent or minimize serious disruption of state services or to 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.

- 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 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 materials 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 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 ten calendar 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 as CDB may deem expedient by contract publicly advertised or otherwise. 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 Using Agency. CDB will give the Contractor ten 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 Termination for Funding.

- A. CDB's obligations hereunder shall cease immediately, without further payment being required, in any year for which the General Assembly of the state of Illinois or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation.

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- B. CDB shall give Contractor notice of such termination for funding as soon as practicable after CDB becomes aware of the failure of funding.
- .7 **Right to Suspend the Contract.** 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 the owner may determine, not to exceed 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 subparagraph [00 72 25.4](#) above 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 all of them, 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 performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the 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 A/E Design and Construction Manual. Nothing contained herein shall create any contractual relationship between the Architect/Engineer and the Construction Manager or the Contractor or any subcontractor, sub-subcontractor, or supplier.
- .2 **General.** The A/E shall consult with and advise CDB and the CM and act as CDB's representative as provided in these Standard Documents for Construction for Projects with Construction Manager. 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 for Projects with Construction Manager.
- .3 **Construction Manager.** The A/E and CM 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. Submittals will be returned to the CM for distribution to the contractor. Excessive resubmittals may result in the Contractor being charged for the cost of additional reviews.
- .5 **Contractors' Payments.** The A/E will review and certify Contractors' applications for payment; attend and assist in pay meetings; and maintain files for the Contractors' affidavit and sworn statements (CASS forms).
- .6 **Interpretations.** The A/E will provide, when requested, interpretation of contract documents; prepare and distribute supplementary drawings, specifications and instructions.

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- .7 **Change Orders.** The A/E will prepare requests for proposals for contract changes; evaluate Contractors' proposals; review and verify the cost of the change and recommend action.
- .8 **Observation of the Work.** The A/E will 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. 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, requires special inspection or testing or has been disapproved or rejected.
- .9 **Tests.** The A/E will witness tests, review and evaluate test reports and notify CDB and the Contractor of deficiencies.
- .10 **Defective Work.** On the basis of tests and observations, the A/E may disapprove of, or reject, 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 will observe and assist in the refining and adjustment of any equipment or system. The A/E will ensure that all training required by the contract documents is provided and will attend and assist in all training of the Using 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 will maintain records, including correspondence, submittals, schedules, payment requests, addresses of Contractors, subcontractors and major suppliers.
- .14 **Record Drawings.** The A/E will observe the Contractors' record drawings (as-builts) at intervals appropriate to the construction and notify CDB and the Construction Manager of any apparent failure to maintain up-to-date records. The Construction Manager shall collect all contractors' record documents prepared per Section 01 78 39 and deliver to the Architect/Engineer 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 Contractor from his responsibility to carry out the work in accordance with the contract documents.
- .16 **On-Site Representative.** When included in its agreement, the A/E will provide one or more on-site representatives to expedite interpretations and clarify the contract documents, record project activity and conditions, and any other duties assigned by CDB.
- .17 **Response Action Project.** The A/E will have the properly trained personnel, approved by the State of Illinois, on the site at all times during the performance of the response action work when a project involves response action work as defined in the Response Action Contractor Indemnification Act.
- .18 **Claims and Disputes.** Upon request of CDB, the A/E will review the claim or dispute including the CM's documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the A/E may observe, measure and verify costs incurred that are related to the dispute. A/E will 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.
- .19 **Nine Month Inspection.** The A/E will assist CDB and the Using Agency with an inspection of the project work nine months after substantial completion. The A/E will 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 will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the contract documents as may be necessary. The contract sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the 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 and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract.
- .7 **Superintendent.** The Contractor shall employ a competent superintendent, satisfactory to CDB and the CM, 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 Project Manager and the CM 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 Project Manager and the CM 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 CM a written request for change fifteen 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 his 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.
- .8 **State Approved Workers.** When a project involves response action work as defined in the Response Action Contractor Indemnification 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 Using 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 CM and A/E in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the CM or A/E while in progress. Failure to notify the CM and A/E in such instances may result in rejection of any claim with CDB.
- .12 **Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the Contractor, within thirty (30) calendar days of such occurrence, furnishes a written notice to the CM and A/E 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 Using 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 (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 Construction Manager as a party to whom indemnification is due under the contract.
- .2 **Effect of Statutory Limitations.** In the event of any claim against the state of Illinois, CDB, the Using 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 other type of employee benefit act.

- .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 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. Suspension or modification of prequalification may include termination of contracts in progress or bid rejection.
- .2 **Basis of Suspension.** Suspension or modification of the Contractor's prequalification may be imposed 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.

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 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 and by submitting the matter to ADR. CDB and the Contractor agree that ADR shall be a condition precedent to filing a Court action or

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administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the Contractor and CDB 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 the form of ADR to be used, mediation shall be utilized. If the parties 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 consultant hired by the individual.
- .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. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation.

00 72 70 **FEDERALLY ASSISTED PROJECTS**

Compliance. Comply with all requirements of federal government when established 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 Using Agency. Liquidated damages are established because 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 Using Agency; or
 - C. CDB's requiring or allowing the Contractor to complete the work.
- .7 **Additional Costs/Claims of Other Parties.** CDB's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the work, should the Contractor fail to do so. Nor shall CDB's right to recover liquidated damages be a substitution for or bar to recovery of any additional compensation CDB may be obliged to pay the A/E, CM, or 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 Using 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 fax or Internet E-mail. Any notice shall be sent to the last known business address of the recipient. If the intended recipient does not actually receive the notice, upon notice of same the sender must send a duplicate to the intended recipient within five 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; or a fax machine-printed confirmation of receipt. 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 termination or closeout of the contract.
- .7 **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.
- .8 **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.
- .9 **Permits and Fees.** The Contractor is not responsible for any construction permits or inspection fees which might be assessed upon the owner by state or 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 mark up will be allowed). The contract sum will be modified accordingly by change order.
- .10 **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 E9984-0863-05. 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.
- .11 **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.
- .12 **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 SDC-CM. 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 5 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 there from, shall be borne by the Contractor and his surety, and may be paid out of contract funds in the hands of the CDB which are due, or to become due, to the Contractor. Damage claims of subcontractor, material suppliers and the Using 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. In the event the Contractor's insurance shall not comply with the contract requirements, lapse or be canceled for any reason during the course of the work, CDB may, in its sole discretion, declare the Contractor to be in default and tender completion to the surety pursuant to the termination procedures set forth herein.
 - C. In the exercise of any of its rights as declared in Paragraphs [00 73 16.3.A](#) through [00 73 16.3.B](#) inclusive, CDB does not waive any of its other rights provided in the contract documents.
 - D. 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 documents, 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. 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 Best's rating of any level of "B" or better; and a current Best's financial class of "V", or higher.
 - B. Is duly licensed in the state of Illinois by the 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 listed in current U.S. Treasury Circular 570 when project funding includes federal funds.

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

.4 **Discretion to Adjust Criteria.**

- A. Acceptability criteria set out above shall constitute minimum requirements unless waived by CDB prior to bidding 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 ten working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.
- C. Failure to begin completion work at the construction project site within fifteen calendar days of the execution of the takeover agreement. If material factors beyond the control of the surety delay commencement, the surety's demonstration of good faith efforts to begin work as soon as possible shall be satisfactory.
- D. Failure to respond to CDB communications within a reasonable time.
- E. Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein.
- F. Failure to pay suppliers, subcontractors, and claims on a timely basis.
- G. Failure to properly utilize CDB procedures and forms as required.
- H. Failure to work cooperatively and in good faith with CDB.
- I. Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

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

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

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- .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.
- .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 bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.
- .3 **Cut-through Endorsements.** Policies with a 100% cut-through endorsement giving all claimants a direct right of recovery against a reinsurer that meets the criteria of Paragraph 00 73 18.7 when the primary insurer fails or is unable to pay for any reason, shall be acceptable provided that a proper endorsement and reinsurance treaty is submitted.
- .4 **Discretion to Adjust Criteria.**
- A. Acceptability criteria set out in Paragraph 00 73 18.2 shall constitute minimum requirements unless waived prior to bidding by CDB in extraordinary cases that include, but are not limited to the following:
 - 1) Insurance that meets the requirements is not available due to market changes or the nature of the project.
 - 2) Characteristics of the construction project justify less stringent requirements.
 - 3) Available insurance, although not in technical compliance with the requirements, is determined to be as reliable as insurance in technical compliance.
 - 4) Substitution of a non diminishing irrevocable bank letter of credit, on contracts less than \$100,000, as authorized by the Public Construction Bond Act (30 ILCS 550/1).
 - 5) Insurance policies not covered by the Illinois Insurance Guaranty Fund (215 ILCS 5/532 et seq.) shall not be acceptable unless CDB agrees that the 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.

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- 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 for Projects with Construction Manager 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 thirty calendar days.
 - D. Failure to investigate and respond to a claim within sixty calendar days;
 - E. Failure to pay meritorious claims on a timely basis.
 - 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 original signature of the insurance company's authorized agent. Acceptable evidence of insurance is:
 - 1) A binder or certificate of insurance accompanied by endorsements as set out below in Paragraph 00 73 18.6.
 - 2) The complete insurance policy, including all required endorsements.
 - B. Endorsements shall be required on each certificate or policy which include each of the following statements:
 - 1) "The coverage and limits conform to the minimums required by Paragraph 00 73 18.7 and Article 00 73 19 of CDB's Standard Documents for Construction for Projects with Construction Manager. Any exception or deviation shall be brought to the attention of CDB for a ruling on acceptability.
 - 2) CDB project number and CDB contract number of the project covered by the policy.
 - 3) The company agrees to timely provide complete copies of policies upon request by CDB.
 - 4) The policy will not be canceled, changed or altered until at least ten calendar days prior written notice has been given to the Contractor and CDB, unless the same is stated in a policy provision.

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- 5) CDB, the CM and the Using 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) **Reconstruction.** 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 Using 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 Industrial Commission, Office of Self-Insurance Administration, Springfield office.
- 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.
 - 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 18.7A](#), [00 73 18.7B](#), and [00 73 18.7C](#) 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 Construction Manager on this project.
- A. The policy shall be a Completed Value All Risk Builder's Risk policy. The policy shall be written in an amount equal to 100% of the final construction cost estimate or an amount designated by CDB.
 - 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. For additional information regarding stored materials, see herein.
 - 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.
 - 6) Fire or collapse resulting from excluded perils.
 - C. Coverage may only exclude the following property:
 - 1) tools, equipment and other personal property of the contractors and their employees;
 - 2) vehicles of any kind;
 - 3) lawns, trees, shrubs or plants; and,
 - 4) the value of existing buildings prior to renovation under this contract.
 - D. Perils excluded may only include:
 - 1) earth movement, including earthquake, landslide or mud slide;
 - 2) flood, sewer backup, and seepage;
 - 3) dishonest acts of the insured or its employees;
 - 4) trick or fraud;
 - 5) mysterious disappearance;
 - 6) inventory shortage;

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- 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 Using Agency and all assigned contractors shall, by endorsement, be included as additional named insureds.
- .3 **Deductible.** A deductible clause of 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 .1B.2. and .1B.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 Using Agency, the Architect/Engineer and each Contractor waive all rights each against the others for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. Each insured Contractor shall require similar waivers of subrogation from all subcontractors.

00 73 20 RESPONSE ACTION CONTRACTOR INDEMNIFICATION ACT

- .1 **Indemnification Act.** When specified in Section 01 11 00 of the project manual, the state of Illinois will indemnify and defend the Contractor in accord with the Response Action Contractor Indemnification Act (415 ILCS 100/5 et.seq.) and subject to the conditions and limitations thereof.
- .2 **Withholding.** Unless specified otherwise, indemnification will apply to the full amount of the contract. When specified in Section 01 11 00 of the project manual, CDB may withhold 5% of each payment affecting response action work in accord with the Indemnification Act. When provided in Section 01 11 00, CDB may indemnify only a portion of the contract, based upon the portion of the contract that involves Response Action work. In that case the bid documents will specify the amount of the indemnification fee. The bidder should include the specified fee in the bid. CDB will withhold 5% of each payment until the specified amount is withheld.

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 - IL Dept. of Professional Regulation
 - B. Plumbing - IL Dept. of Public Health
 - C. Asbestos Abatement - IL Dept. of Public Health
 - D. Lead Abatement - IL Dept. of Public Health;
 - E. Well drilling - IL Dept. of Public Health
 - F. Underground Storage Tanks - Office of the State Fire Marshal
 - G. Private Sewage Disposal Contractor's License - IL Dept. of Public Health

- H. Structural Pest Control Operators - IL Dept. of Public Health
- I. Fire Equipment Distributor License - Office of the State Fire Marshal
- J. Illinois Explosives Act - IL Dept. of Natural Resources
- K. Alarms – Dept. of Professional Regulations
- L. Elevator Mechanic - State Fire Marshal
- M. Fire Sprinkler Contractor - State Fire Marshal

- .2 The Contractor shall submit copies of all licenses applicable to its work to the Architect/Engineer (A/E) and Construction Manager (CM).

00 73 42 LABOR LEGISLATION

- .1 **General.** All Contractors shall familiarize themselves with the acts referenced in this paragraph 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 the acts shall be construed to prohibit the payment of more than the prevailing wage scale.
- .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. Applicable Laws: 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 equal employment clause contained in 775 ILCS 5/2-105 et seq. is incorporated into the contract and is intended to insure compliance with the applicable laws and with the Illinois Department of Human Rights Rules and Regulations for Public Contracts. The Contractor shall conform to all provisions of the Equal Employment Opportunity Clause (44 Illinois Administrative Code, Ch. X, Sec. 750, Appendix A), and shall include said clause, verbatim or by reference, in each of its subcontracts under which any portion of the contract obligations will be undertaken or assumed, so that the provisions of the clause will be binding upon all such subcontractors.
 - B. Veterans Preference Act, (330 ILCS 55).
 - C. The Service Men's Employment Tenure Act, (330 ILCS 60).
 - D. Child Labor Law, (820 ILCS 205).
 - E. Unified Code of Corrections, (730 ILCS 5/3-12-1 et seq.) Unauthorized employment of convict labor.
 - F. Employment of Illinois Workers on Public Works Act, (30 ILCS 570) requiring employment of Illinois workers on public works projects.
 - 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 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.** State law 820 ILCS 130/5 requires all contractors and sub-contractors working on state construction projects to submit certified payroll records to the Capital Development Board. Contractors must submit these records once a month. The payroll records must include all workers employed by contractors on the project.

00 73 43 PREVAILING WAGES

- .1 **Wages in Project Manual.** Pursuant to the Wages of Employees on Public Works 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.
- .5 **Rates Published.** CDB will publish notice of revisions as provided by the Illinois Department of Labor (IDOL) on their internet site (<http://www.idol.state.il.us>).

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 completion of the contract.
- .2 **Record Keeping.** In accordance with 30 ILCS 500/20-65, the Contractor shall maintain, for a minimum of 3 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 following are statutory requirements that may impact the project. The list is not exclusive. The Contractor shall comply with all state and federal requirements governing its work on the project and its contract. This Article lists 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 91 00 ADDENDA

- .1 **Changes.** All changes in or interpretations of the bidding documents prior to the bid opening will 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 three business days prior to bid opening. When addenda are not timely issued, the bids will be returned unopened and the bid opening date will be extended.
- .2 **Acknowledgment.** Failure to acknowledge an addendum may result in bid rejection. Refer to Article [00 51 20.2.B.2](#)).
- .3 **Contractor Requests.** The A/E will consider written requests by prospective bidders to amend the bidding documents. Such requests must be received at least ten (10) calendar days prior to bid opening date and 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 Using Agency's permission. Contractor shall obtain and observe all site regulations. The Using Agency may examine Contractor's and subcontractors' list of employees.
- .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. Contractor shall obtain and pay for use of any additional storage or work area needed for its operations. Contractor shall move all stored material, equipment, tools, etc., which interfere with the work.
- .4 Contractors, CM, and 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 user agency's security regulations shall be observed.

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- .5 All contractors, employees, trades persons and visitors shall comply with personal protection regulations, including 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 At occupied residential facilities, the Contractor shall provide and maintain appropriate fences, barricades, and/or security locking to limit resident access to excavations, construction areas, construction storage and field offices.
- .8 Additional requirements may be listed in Sections 01 56 00 Barriers and 01 35 53 Security of the project manual.

01 20 00 PRICE AND PAYMENT PROCEDURES

01 24 00 VALUE MANAGEMENT

- .1 **General.** CDB's value management program is applicable when specified in Section 01 11 00 of the project manual.
- .2 **Value Management Proposals**
 - A. The Contractor may initiate and submit value management proposals (VMPs) for changing contract requirements providing such proposals offer cost savings to CDB or the Using 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 six copies of the VMP to CDB's Project Manager.
 - B. VMPs involving product substitution shall comply with the requirements of the Article on substitution herein, except that related costs involving the work of others (CDB, 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. VMPs 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 Using 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 them as being submitted pursuant to this Article.

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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.

.4 Subcontractor Inclusion

- A. The Contractor shall include the provisions of this Article in all first tier subcontracts in excess of \$25,000, and include these provisions in any other subcontract which may have the potential of VMPs. At the option of the first tier subcontractors, these provisions may be included in lower tier subcontracts.
- B. The Contractor shall encourage submission of VMPs and is obligated to submit all subcontractors' proposals to CDB. The Contractor may comment on subcontractor 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 management 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 CM to review and comment on the VMP.
- 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 VMP.
- F. Approved proposals will be incorporated into the contract by change order.

.6 **Sharing Arrangements**

- A. The Contractor will share in the instant or life cycle cost savings when a VMP 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 will receive 20% of the average annual net savings when life cycle costs or future ownership costs are involved.

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

01 25 00 SUBSTITUTION PROCEDURES

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

- A. Substitutions are required for compliance with final interpretations of code requirements or insurance regulations.
- B. Unavailability of specified products, through no fault of contractor.
- 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.** When requested by CDB or the A/E, the Contractor shall submit complete data demonstrating compliance of the proposed substitution with contract documents:

- A. An itemized comparison of proposed substitution with product or method specified.
- B. Data relating to changes in construction schedule, coordination, and other affected contracts.
- C. Accurate cost data on proposed substitution in comparison with product or method specified.
- D. Accepted substitutions will be so stated in the contract.

- .3 **Representations.** In making a request for substitution, Contractor represents that:

- A. The proposed product is equal or superior to that specified.
- B. It will provide an equal or superior guarantee for the substitution as was specified.
- C. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete.
- D. It will pay all additional costs and expenses for CDB, A/E, and other contractors affected.
- 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 Using Agency or the Contractor. Upon such request, 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 such as general supervision, liability insurance, etc., are considered overhead. 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 \$100 is allowed on work performed by their firm.
 - 2) The Contractor and/or subcontractor may add a minimum fee of \$50 or 6% of the total cost of lower tier subcontract to the cost of the work for their administrative costs.
 - 3) Use CDB's change order forms, available from the Reference Library on the CDB website.

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

.4 Review and Acceptance. The Contractor's proposal including all subcontractors' proposals will be reviewed by the CM, A/E, and CDB. CDB may issue a change order to incorporate the work into the contract upon their determination that the price is fair and reasonable. 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	\$10,000.00
Regional Manager	Not to exceed	\$25,000.00
Construction Administrator	Not to exceed	\$50,000.00
Deputy Director, Construction Administration	Not to exceed	\$75,000.00
Executive Director	Not to exceed	\$100,000.00
		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 04.4 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.

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- .6 **Coordination of Changes.** The Construction Manager (CM) 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 CM shall coordinate and schedule 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, CM, and CDB. 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 CM fourteen calendar days prior to first application for payment. The Contractor shall:
 - A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization, CDB construction 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. The sum of all items listed in the schedule should equal the contract amount.
 - E. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$1000, unless otherwise approved by the A/E and CDB, and break down large amounts into increments that can be measured between pay periods.
 - F. Identify work performed by MBE/FBE subcontractors and suppliers.
 - G. Revise to indicate any changes in the contract amount of subcontractors or suppliers not for change orders.
- .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 Construction Manager. Applications for progress payments shall include:
 - A. Invoice-Voucher
 - B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)
 - C. Waiver(s) of Lien, on CDB forms
 - 1) Subcontractor and/or Supplier
 - 2) Prime Contractor
 - D. Warranties and Guarantees (if applicable)
 - E. Stored Material Log (SML Form) (if applicable): (See also [01 29 76.3](#))

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- 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; and
- .2 **Construction Administration Fee.** The Contractor shall include the amount of the construction 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 construction 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 section of CDB, a check or money order made payable to CDB in the amount of the construction 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. **Single 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 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 Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also [01 29 76.1.E](#).
- A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by CDB.
 - B. The Contractor shall convey and submit title to such materials and equipment to CDB within seven 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 suitably insure the 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 by executing the SML.
 - F. Upon demand by CDB, the Contractor shall deliver paid for stored materials or equipment to the site and to CDB's possession, at the Contractor's expense.
 - G. If the paid-for materials or equipment are 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 joint check to the Contractor and fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and CDB's possession, at their expense. The fabricator shall provide a lien waiver within ten 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 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.
- 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.

.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 540,74 IAC 900) requires payment to subcontractors and suppliers within fifteen calendar days of receipt.

- A. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers.
- B. CDB, the CM, 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 for work by such subcontractors or suppliers.
- C. Any reduction of line item retention issued by CDB shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances upon the Contractor's request, the 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.

.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, maintaining insurance or for the restoration of all damaged work or as waiving the right of CDB to require fulfillment of all terms of the contract.

.7 **Retention.** CDB will retain 10% of each progress payment. Retention will not be withheld for bonds, insurance, and construction administration fee. After 50% of the work has been completed, CDB will reduce retention provided contractor is in compliance with all contract requirements, including MBE/FBE and FEP 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 may 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 (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. Contractor's Final Declaration (CFD Form);
 - 1) Surety's Power of Attorney;
 - 2) Jurat (Notary's Statement Authenticating Signature);
- E. 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;
- F. Stored Material Log (SML Form) (if applicable);

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- G. Warranties and Guarantees for punch list items;
- H. Certification of Operating and Training Instruction (if applicable); and
- I. Copy of transmittal letter to A/E for as-built (record) drawings and 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 same Contractor; and
 - C. wiring of accessory items considered an integral part of equipment, device or system, provided by same 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, Supplemental to the SDC-CM of the project manual.

01 31 20 PROJECT MEETINGS

01 31 21 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.

01 31 22 PRECONSTRUCTION CONFERENCES.

CDB will schedule within seven (7) calendar days after notice of award. Attendance will include CDB, Contractors, the A/E, CM, Using Agency and major subcontractors.

01 31 23 PAYMENT AND PROGRESS MEETINGS.

CDB will schedule and administer payment and progress meetings. 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.

01 31 24 COORDINATION MEETINGS.

The Construction Manager (CM) will schedule and administer coordination meetings, distribute written notice and agenda of 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.

01 31 25 NINE-MONTH INSPECTIONS.

CDB, the A/E, and User will conduct a warranty inspection nine months after project completion. Contractors will be notified if attendance is necessary and of warranty work remaining.

01 32 00 CONSTRUCTION PROGRESS SCHEDULES

- .1 **General.** The Construction Manager (CM) 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 Contractors' working schedule and 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 Construction Manager (CM) within seven (7) calendar days after preconstruction meeting.
 - B. The Construction Manager (CM) shall submit the final master project schedule to CDB and the A/E within fourteen (14) calendar days after the preconstruction meeting.
 - C. 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 any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes on the schedules.
- .6 **Failure to Schedule.** Payment and reduction of retainage may be denied by CDB for the failure to submit and maintain a proper 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, CM 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 CM'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

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Contractors shall not burn debris and 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. The following actions shall be taken when applicable to compensate for any hazards posed by contract 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 user agency regulations regarding the use of open flames and smoking.

01 35 53 SITE SECURITY

- .1 The Construction Manager (CM) shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.
- .2 The CM shall protect the work, stored materials, and construction equipment from theft and vandalism. At Using Agency occupied sites, the CM shall protect the Using 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 56 00 Barriers and Section 01 35 53 Security of the project manual.

01 35 54 SITE SECURITY AT SECURE INSTITUTIONS

- .1 This article applies when specified in project manual Section 01 11 00 and the work will be performed at a security institution.
- .2 Contractors shall provide CDB and the Using Agency with a complete list of all persons duly authorized to work on the project. Only those persons will be admitted into the institution. All construction workers may be fingerprinted. The institution may issue temporary identification cards that will be kept by security personnel at the institution entrance during non-working hours. Each worker may be required to sign in and out every time they enter or leave the institution.
- .3 State law prohibits the import of contraband such as liquor, firearms, ammunition and other similar items into the institution. Searches may be conducted at any time by the Using 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 Using Agency may require the Contractor to remove any worker who has been convicted of a felony, who is a member of the family of an inmate or who violates any of the provisions of this Article.
- .5 With the approval of the institution, 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 institution security personnel. All tools shall be accounted for at the close of each day. All changes to the tool inventory shall be addressed by changing the institution manifest. The Contractor is responsible for the proper storage of tools within the institution and all broken tools shall be reported. The tool shed provided by the Contractor shall be securely locked and the keys carried by the institution employee in charge. All clothing not being worn shall be locked in the shed.

- .6 A designated area will be arranged for personal vehicles whose ignition, trunk, and doors shall be locked at all times. All contraband shall be removed. The speed limit within the institution is fifteen miles per hour and will be strictly enforced. Trucks will be admitted to the institution only by the request of the Contractor and only under the supervision of authorized institution personnel. Trucks will be immediately loaded or unloaded by the Contractor and removed. Heavy equipment left within the institution at night shall be securely locked and every precaution taken to prevent them from being started.
- .7 Workers shall not talk to, signal, whistle or in any way attract the attention of any inmate 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 an inmate. Inmates are not to help workmen in any way. Workers shall promptly notify their supervisor or an institution official of all unusual happenings pertaining to the inmates.
- .8 Washing and toilet facilities for the use of the Contractor may be designated by CDB and the Using Agency.
- .9 The institution 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 56 00 Barriers and Section 01 35 53 Security 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, CM, 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 CM timely notice of the work's readiness for inspection. If inspection is to be made by an authority other than the CM, the Contractor shall promptly notify the CM of the date and time fixed for such inspection.
- .3 **Uncovering of Work.** Work covered without consent of the Architect/Engineer or CM 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 CM shall, upon their request, be uncovered for examination. If such work is found to be in accordance with the contract, the contract sum and contract time will be increased in accordance with these documents. The uncovering and recovering shall be at the Contractor's expense if such work is found not in accordance with the contract.
- .4 **Correction of 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. 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.

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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 Testing may be waived on certain products when they are produced by qualified plants accepted by the Illinois Department of Transportation.
- .3 Notify the testing firm, CM, and the A/E in advance of operations to allow for scheduling of tests. The testing firm will obtain written acknowledgment of each inspection or test from the Contractor and shall promptly notify 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 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. 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

01 51 00 TEMPORARY UTILITIES

- .1 Construction Manager provide:
 - A. Utilities for CDB and/or A/E field offices.
 - 1) Heat.
 - 2) Toilets.
 - 3) Telephone Service and Telephones.
 - 4) Payment of all utility, telephone, and fuel bills.
 - 5) Ventilation.
 - 6) Drinking water
 - 7) Water
 - 8) Electrical power.
 - B. Temporary water service, including initial hookup or connection charges, as specified herein or in Appendix C to the CM Agreement.
 - C. Temporary power, including service hookup and connection charges, as specified herein or in Appendix C to the CM Agreement.
 - D. Temporary lighting: Work, security, safety and lamps, as specified herein or in Appendix C to the CM Agreement.

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.2 Each Contractor provide:

- A. All utilities required in excess of those specified, or which exceed the capacity of existing or permanent system(s).
- B. Hoses and fittings from temporary standpipes or water service connection.
- C. Drinking water for own forces.
- D. All utilities to own field office.

.3 Definitions

- A. Temporary Heat: Provision, operation and maintenance of approved portable heating devices, including costs of fuel, from start of construction until the permanent enclosure has been certified by the A/E as substantially complete and the permanent heating system, including permanent metered fuel line (except electric) is, in the A/E's and installing contractor's opinion, sufficiently complete to allow safe operation, and CDB gives written authorization for its use.
- B. Temporary Ventilation: Provision, operation and maintenance of approved portable fans, louvers, ductwork, dampers necessary from start of construction until the permanent enclosure has been certified as substantially complete, and the permanent ventilating system is in the A/E's and installing contractor's opinion, sufficiently complete to allow safe operation, and CDB gives written authorization for its use.
- C. Temporary Enclosure: Sufficient enclosure of an area, structure or building to prevent entrance or infiltration of rainwater, wind or other natural elements, and which will prevent undue heat loss from within enclosed areas.
- D. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accord with the contract for the building or part thereof. The A/E may certify in writing that the building or defined portion thereof is substantially permanently enclosed when walls, windows, and roof are complete and openings left for construction access are adequately closed with movable material having an "R" value equivalent to the finished opening.

.4 Description Of Temporary Utility Systems

A. Heating System:

- 1) CM will provide temporary heating in enclosed areas throughout construction period in order to:
 - a. Facilitate progress of work by all contractors.
 - b. Protect work and products against dampness and cold.
 - c. Prevent moisture condensation on surfaces.
 - d. Provide specified ambient temperatures for installation and curing of finish materials.
- 2) Minimum heating temperatures:
 - a. Minimum temperatures shall be at least that specified in specific specification sections.
 - b. Unless otherwise specified, areas in temporary enclosures shall be maintained at temperatures of at least 45 degrees F (7.22 degrees C), 24 hours per day, seven days per week.
 - c. Unless otherwise specified, areas in permanent enclosures or during placement of interior finishes (woodwork, flooring, painting, drywall, etc) shall be maintained at temperatures of at least 65 degrees F (18.3 degrees C), 24 hours per day, seven days per week.

B. Ventilating System:

- 1) CM will provide temporary ventilation in enclosed areas throughout construction period to:

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- a. Facilitate progress of work.
 - b. Protect work and products against dampness and heat.
 - c. Prevent moisture condensation on surfaces.
 - d. Provide suitable ventilation for installation and curing of finish materials.
 - e. Provide adequate ventilating to meet health regulations for safe working environment.
 - f. Prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction.
- 2) Duration of ventilating operations:
- a. At all times personnel occupy an area, when subject to hazardous accumulations of harmful elements.
 - b. Continue operation of ventilating system after cessation of work to assure removal of harmful elements.
 - c. Continue until final air clearance (for asbestos abatement projects).
- C. Electrical system:
- 1) CM will provide and maintain temporary primary and secondary electric power system throughout construction period.
 - 2) Each contractor and each subcontractor using the secondary power centers shall provide their own grounded, UL listed extension cords and other accessories from secondary power centers to the point of operation.
 - 3) Assigned Contractors who require primary power, secondary power centers or service connections in excess of that specified may, at their option:
 - a. Make arrangements with Construction Manager for excess service and pay all associated costs, including consumables, or
 - b. Make arrangements with Power Company for separate service and pay all costs thereof, including consumables.
 - 4) CM will provide temporary lighting for: Construction needs, safety, and security.
 - a. Contractors or subcontractors who require lighting in excess of that specified: Make arrangements with Construction Manager and pay all costs thereof.
- D. Telephone service:
- 1) Construction Manager will provide telephone service for construction needs throughout the construction period.
 - a. One direct line instrument in Construction Manager's field office.
 - b. One direct line instrument in Architect/Engineer's field office and an additional line for fax machine.
 - c. At least one coin operated instrument in a weatherproof enclosure for use of all workmen.
 - d. Other contractors and subcontractors may provide at their own expense separate additional telephone service that they may require.
- E. Water service:
- 1) CM will provide and maintain temporary water service throughout construction period.
 - a. For construction purposes: service standpipe and water service connections on each floor or where shown on drawings.
 - b. For temporary fire protection (if required).
 - 2) Each contractor and subcontractor shall provide their own water hoses from hose bibbs to point of his operations.
 - 3) Nonpotable water:

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- a. May be used only where permitted.
- b. CM will identify outlets for nonpotable water with signs to indicate clearly that water is unsafe.
- c. Do not use for drinking, washing or cooking purposes.

F. Toilets:

- 1) CM to provide and maintain temporary toilet facilities for use of all workers and authorized parties throughout construction period.
- 2) Provide a minimum of one enclosed combination toilet and urinal unit for every 20 construction personnel, or fraction thereof.
- 3) Set aside a proportionate number (at least one) of the units for the exclusive use of female employees. Provide these units with a lock and provide a key to each female employee on the job site.
- 4) Service regularly.

01 52 00 FIELD OFFICES

- .1 **Field Offices for Construction Manager.** The Construction Manager shall provide and maintain a field office for the CM, the A/E, and CDB. It shall include a conference table and chairs, plan racks and files, and regular and fax telephones. The conference table shall be a size as to accommodate representatives of all contractors and representatives of the A/E, Using 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 Field office(s) for the CM, 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.
- .4 Locate all field offices as shown on the drawings or approved by the A/E. Field offices are to be cleaned at least weekly. Provide a 36 in. x 24 in. sign on each office structure to identify occupants and function and an outdoor thermometer.

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 Contractor is responsible for any repair of any damage to the work or the existing facility caused by any construction aids.

01 55 00 ACCESS ROADS AND TRAFFIC CONTROLS

- .1 **Temporary Access:** Construction Manager shall provide and/or maintain vehicular access to site and within site construct and maintain roads, drives, walk, and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas and other areas required for execution of the contracts, locate as specified or as approved by the A/E.
- .2 **Existing Pavements:** Existing streets, drives, and parking areas may be used for construction traffic only if approved in writing by the Using Agency. Maintain existing construction. Do not allow heavy vehicles or construction equipment in parking areas. Repair or replace all portions damaged during construction work progress. Restore to original or specified condition prior to final acceptance.
- .3 **Traffic Control:** Construction Manager shall provide and maintain equipment traffic control and protective devices to expedite the work. Comply with IDOT regulations for public roads and construction sites.

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- .4 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

- .1 CM shall build, maintain, relocate, and dismantle all temporary barriers and enclosures required for this project.
- .2 The CM shall provide standard 6' chain link barrier fencing at established project boundaries complete with the appropriate number of access points for both materials and personnel
- .3 Refer to the project manual for additional barriers and enclosure requirements.

01 56 39 TREE AND PLANT PROTECTION

The Construction Manager shall preserve and protect existing trees and plants at, and adjacent to, the site which are designated to remain. The responsible contractor shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

- .1 Construction Manager shall provide controls over environmental conditions at the construction site and maintain until substantial completion.
- .2 **Dust Control.** Provide dust control materials to minimize dust from construction operations.
- .3 **Water Control.** Control surface water to prevent ponding or damage to the project, the site or adjoining properties. Provide, operate and maintain pumps as required.
- .4 **Pest Control.** Provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of a proposed program to A/E with a copy to CDB.
- .5 **Pollution Control.** Prevent the discharge of noxious substances from construction operations. Provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. Take measures necessary to prevent pollutants from entering public waters.
- .6 **Erosion Control.** 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. Provide temporary control measures such as berms, dikes and drains. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- .7 **NPDES Permits.** When applicable, cooperate with A/E and CDB in obtaining and complying with National Pollutant Discharge Elimination System permits.
- .8 **Vegetation Control.** Vegetation shall be cut to eight inches maximum height and trimmed close to fences, buildings and other obstacles.

01 58 00 PROJECT IDENTIFICATION SIGN

- .1 Construction Manager shall provide and maintain a project identification sign. The A/E will provide format, wording, and logo.
- .2 Structural Materials may be new or used, but sound, and structurally adequate. Plywood: AC APA EXT or MDO, thickness: 3/4" minimum, size 8 ft. wide x 4 ft. high. Posts: Treated wood, 4" x 4" x 10'-0" minimum height, set & compact posts minimum 3'-6" into grade. Total sign height: 6'-6" minimum.

- .3 Paint all exposed surfaces with one coat of primer and as a minimum, one coat of exterior enamel. Colors: Structure, framing, and front surface of sign: White. Border, logo, and lettering: Black.

01 60 00 PRODUCT REQUIREMENTS

01 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 his 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 containing material
 - B. Fire-retardant treated structural lumber, especially in attic spaces
 - C. Fire-retardant treated plywood
 - D. Lead based paint
 - E. CFC's
 - F. PCB's

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. The Contractor shall comply with manufacturers' recommendations. Storage shall be where authorized by CM and, for user occupied facilities, the Using 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 will provide its own cutting and patching.
- .2 Prior to cutting which affects structural members, safety of project, or work of other contractors or subcontractors, submit written notice to A/E and CM.
- .3 Provide shoring, bracing and support. Protect other portions of the project, and provide protection from elements.
- .4 Restore work which has been cut or removed. Refinish entire surfaces as necessary to provide an even finish.

01 74 00 PROJECT CLEANING

01 74 13 CONSTRUCTION CLEANING

- .1 Construction Manager shall provide regular cleaning and disposal of construction waste from the project site. Provide covered containers for deposit of waste and rubbish.
- .2 Remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.
- .3 Clean interior areas prior to start of surface finishing. Maintain to protect new finishes.

01 74 23 FINAL CLEANING

- .1 At completion of work, or when directed by A/E or CM, each contractor shall remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials for which they are responsible. CM shall supervise and coordinate the cleaning operations of all assigned contractors.
- .2 CM shall remove all remaining waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
- .3 Each contractor clean and repair all exposed surfaces including windows. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces. The work is to be left clean and ready for occupancy.
- .4 CM broom clean all exposed concrete and paved surfaces. Mop all hard surface flooring. Vacuum clean all carpet.
- .5 CM replace air handling filters if units were operated during construction. Vacuum clean ducts, blowers and coils when directed by A/E.
- .6 Maintain until project 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, CM, and Using Agency. Demonstrate that all systems comply with the requirements of the contract documents. Test all control, alarm and specialty systems including boilers, chillers, motor controls, building automation, power distribution, lighting, compressors, standby power and special mechanical systems. Correct or adjust all deficiencies in operation and retest as directed by A/E.
- .2 CM will ensure that commissioning activities are included on the construction schedule and that all parties are notified of such in a timely manner.

01 77 00 CLOSEOUT PROCEDURES

01 77 13 SUBSTANTIAL COMPLETION

- .1 When Contractor considers work substantially complete, and after building commissioning and training, submit written notice that work, or designated portion thereof, is substantially complete. Include a Contractor prepared list of items to be completed or corrected along with all submittals required for substantial completion: record of user training and commissioning, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule.
- .2 The A/E and CM will make a preliminary inspection within seven (7) business days after receipt of Contractor's notice. If A/E determines that work is substantially complete, the CM will schedule a substantial completion inspection to be attended by the Using Agency, CDB, A/E, CM, and contractors.
- .3 Following the inspection, the CM and contractor will prepare and 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 Using Agency will take occupancy of the project;
 - F. responsibilities of Using Agency and Contractor for insurance; utility payments; operation and maintenance of mechanical, electrical and other systems; maintenance and cleaning; and security; and
 - G. signatures, indicating approval of: A/E, Contractor(s), CDB, Using Agency and Construction Manager.

- .4 The Contractor shall complete all work listed for completion or correction within designated time. Perform final cleaning. The Using Agency will occupy the project or designated portions under provisions stated in the certificate of substantial completion.
- .5 **Acceptance.** A certificate of substantial completion will be submitted to the Contractor for its written acceptance when CDB determines that the work is substantially complete. The certificate will establish the date of substantial completion, the responsibilities of the Using 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 CM, 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.** Contractor will submit written notices to Construction Manager for submittal to 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 substantial completion punch list have been completed. Certify that all adjustments to materials, equipment or systems as a result of building commissioning, are complete. Remove all tools, construction equipment and surplus materials.
- .2 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.
- .3 The A/E and CM will make final inspection with Contractor to verify completion. When A/E and CM consider that all work is finally complete, contract closeout documents shall be prepared.
- .4 **Notification.** Contractor will submit written notices and submittals to the CM for submittal to A/E.

01 78 00 CLOSEOUT SUBMITTALS

01 78 23 OPERATING AND MAINTENANCE MANUALS

- .1 Each Contractor shall compile product data related to the maintenance and operation of products and equipment provided under the contract. Provide O & M information for products specified in Schedule [01 78 23](#) and specific work sections of the project manual. Each manual shall include a typewritten table of contents for each volume, arranged in project manual order. For each product, include the name, address and telephone number of subcontractor, maintenance contractor, and parts vendor. Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams. Include a copy of each warranty, bond, and service contract. Submit two copies of each manual.

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- .2 **For Materials and Finishes.** Provide full information on products, including catalog number, size, composition, color and texture designations, and information for reordering special-manufactured products. Provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedule.
- .3 **For Equipment & Systems.** Provide operating characteristics and limiting conditions; performance curves, engineering data, and tests.
 - A. Include operating procedures: start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; maintenance procedures; servicing and lubrication schedule.
 - B. Provide manufacturer's operating and maintenance instructions; sequence of operation by control manufacturer; manufacturer's parts list, illustrations, assembly drawings, and diagrams for maintenance; predicted life of parts subject to wear; recommended spare parts.
 - C. Provide as-installed control diagrams by control manufacturer. Each Contractor's coordination drawings with color-coded piping diagrams and charts of valve tag numbers, with location and function of each valve.
- .4 **For Electric and Electronic Systems.** Provide circuit directories of panel boards and color-coded wiring diagrams.
- .5 **Submittal.** Contractor will send submittals to Construction Manager for submittal to A/E.

01 78 36 WARRANTIES AND BONDS

- .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 **Extended 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 **Latent Defects.** On demand by CDB at any time within the ten year period following substantial completion or final acceptance, if applicable, 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 Using Agency will give timely notice of such defects.
- .4 **Prompt Repair.** Upon notice from CDB or along with the Using Agency of such defects or non-conforming work, the Contractor shall promptly visit the site in the company of CDB's or the Using Agency's representative to determine the extent of all defects or nonconforming work. 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.

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- .5 **Commercial Warranties.** The Contractor shall deliver all commercial warranties received from manufacturers prior to final completion but this shall not reduce Contractor's obligations under this Article.
- .6 **Other Warranties.** CDB may require the Contractor to furnish other warranties as specified in the Project Manual.
- .7 **Submittal.** Each Contractor shall assemble executed warranties and bonds. See Schedule 01 78 36 of the project manual. Contractor will send one original signed copy, bound with a table of contents to the Construction Manager (CM) for submittal to A/E for approval and transmittal to the Using Agency.

01 78 39 PROJECT RECORD DOCUMENTS

- .1 Each Contractor maintain, protect and keep current the following; one copy of contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site in the CM trailer.
- .2 Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.
- .3 Make documents available at all times for inspection by A/E, CM, and CDB.
- .4 **Submittal.** Contractor will deliver record documents, including as-built drawings, to Construction Manager for submittal to A/E. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.

01 79 00 TRAINING

Provide formal training in operation and maintenance of all building systems. Provide O & M manuals to serve as the basis for Using Agency training. Submit records of dates, duration of each training session, material covered and documented attendance of Using Agency and A/E.