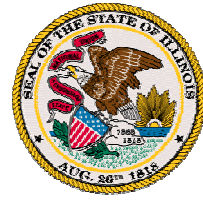
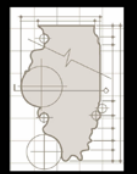


## **Appendix III–5 Standard Documents for Design-Build Projects**

### **CDB – Standard Documents for Design-Build Projects (SD-DB)**

- A. 01 11 01 - Supplement to SD-DB

CAPITAL DEVELOPMENT BOARD



State of Illinois

# STANDARD DOCUMENTS FOR DESIGN-BUILD PROJECTS

August 2007





## TABLE OF CONTENTS

<b>PREFACE.....</b>	<b>i</b>
00 21 00 INSTRUCTIONS FOR PROCUREMENT .....	1
00 21 05 PREQUALIFICATION.....	1
00 21 10 EXAMINATION OF DOCUMENTS AND SITE .....	2
00 21 16 INSTRUCTIONS TO PROPOSERS .....	2
00 21 40 CONSTRUCTION ADMINISTRATION FEE .....	2
00 21 60 JOINT VENTURES .....	2
00 25 00 PRE-PROPOSAL MEETINGS .....	3
00 41 00 PROPOSAL DOCUMENTS .....	3
00 41 10 PROPOSAL PREPARATION .....	3
00 42 15 SIGNING PROPOSAL .....	4
00 43 00 SUPPLEMENTAL PROPOSAL DOCUMENTS .....	4
00 43 13 BID BOND.....	4
00 43 25 PRODUCT SUBSTITUTIONS.....	5
00 43 38 MINORITY AND FEMALE WORKFORCE PARTICIPATION .....	5
00 43 39 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION .....	6
00 45 00 CERTIFICATIONS OF COMPLIANCE WITH APPLICABLE LAWS .....	7
00 51 00 PROPOSAL REVIEW AND AWARD .....	8
00 51 10 SUBMITTING PHASE 1 and PHASE 2 PROPOSALS .....	8
00 51 20 REVIEW OF PHASE 1 PROPOSALS.....	8
00 51 22 REVIEW OF PHASE 2 PROPOSALS.....	9
00 51 24 AMENDMENTS .....	10
00 51 25 PROTESTS.....	11
00 51 30 AWARD.....	11
00 51 40 POST AWARD REQUIREMENTS.....	12
00 55 00 AUTHORIZATION TO PROCEED .....	12
00 70 00 CONDITIONS OF THE CONTRACT .....	13
00 71 00 DEFINITIONS.....	13
00 72 00 GENERAL CONDITIONS .....	14
00 72 05 RELATIONSHIP TO RFP .....	14
00 72 10 TIME .....	14
00 72 25 CDB - RIGHTS AND RESPONSIBILITIES .....	15
00 72 35 BRIDGING ARCHITECT-ENGINEER – RIGHTS AND RESPONSIBILITIES .....	17
00 72 36 DB ARCHITECT-ENGINEER – RIGHTS AND RESPONSIBILITIES .....	17
00 72 40 DB ENTITY - RIGHTS AND RESPONSIBILITIES .....	18
00 72 45 INDEMNIFICATION .....	20
00 72 60 DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION (ADR) .....	20
00 72 70 FEDERALLY ASSISTED PROJECTS .....	21
00 72 75 LIQUIDATED DAMAGES .....	21
00 72 80 MISCELLANEOUS .....	22
00 73 00 SUPPLEMENTARY CONDITIONS .....	23
00 73 16 BONDS AND INSURANCE GENERAL REQUIREMENTS .....	23
00 73 17 BONDS, GENERAL .....	24
00 73 18 INSURANCE, GENERAL.....	25

00 73 19	BUILDER'S RISK INSURANCE .....	29
00 73 20	RESPONSE ACTION CONTRACTOR INDEMNIFICATION ACT .....	30
00 73 40	LICENSING .....	30
00 73 42	LABOR LEGISLATION.....	30
00 73 43	PREVAILING WAGES .....	31
00 73 45	RECORDS.....	32
00 73 49	PROJECT LABOR AGREEMENT .....	32
00 73 73	STATUTORY REQUIREMENTS.....	32
01 05 00	DESIGN PHASE CONDITIONS.....	33
01 14 00	WORKING CONDITIONS.....	37
01 14 10	USE OF PREMISES .....	38
01 20 00	PRICE AND PAYMENT PROCEDURES .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
01 25 00	SUBSTITUTION PROCEDURES.....	39
01 26 00	CONTRACT MODIFICATION PROCEDURES.....	39
01 29 00	PAYMENT PROCEDURES .....	41
01 29 73	SCHEDULE OF VALUES.....	41
01 29 76	PROGRESS PAYMENT PROCEDURES .....	41
01 31 20	PROJECT MEETINGS .....	44
01 31 21	GENERAL REQUIREMENTS.....	44
01 31 22	PRECONSTRUCTION CONFERENCES.....	44
01 31 23	PAYMENT AND PROGRESS MEETINGS .....	44
01 31 24	COORDINATION MEETINGS.....	44
01 31 25	NINE-MONTH INSPECTIONS .....	44
01 32 00	CONSTRUCTION PROGRESS SCHEDULES .....	44
01 35 00	SAFETY AND SECURITY .....	46
01 35 23	FIRE SAFETY .....	46
01 35 24	INTERIM LIFE SAFETY MEASURES .....	46
01 35 53	SITE SECURITY .....	46
01 35 54	SITE SECURITY AT SECURE INSTITUTIONS.....	47
01 40 00	QUALITY REQUIREMENTS .....	47
01 43 10	MATERIALS AND WORKMANSHIP.....	47
01 45 10	QUALITY CONTROL.....	48
01 45 16	INSPECTION AND TESTING.....	48
01 45 23	CONSTRUCTION TESTS.....	48
01 50 00	TEMPORARY FACILITIES AND CONTROLS.....	49
01 51 00	TEMPORARY UTILITIES .....	49
01 52 00	FIELD OFFICES .....	49
01 54 00	CONSTRUCTION AIDS. ....	49
01 55 00	ACCESS ROADS AND TRAFFIC CONTROLS.....	49
01 56 00	BARRIERS AND ENCLOSURES.....	50
01 56 39	TREE AND PLANT PROTECTION .....	50
01 57 19	TEMPORARY ENVIRONMENTAL CONTROLS .....	50
01 58 00	PROJECT IDENTIFICATION SIGN .....	50

01 60 00	PRODUCT REQUIREMENTS .....	51
01 61 10	PROHIBITED PRODUCTS.....	51
01 66 00	STORAGE AND PROTECTION.....	51
01 73 00	EXECUTION.....	51
01 73 29	CUTTING AND PATCHING.....	51
01 74 00	PROJECT CLEANING .....	51
01 74 13	CONSTRUCTION CLEANING .....	51
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.....	52
01 74 23	FINAL CLEANING.....	52
01 75 00	STARTING OF SYSTEMS/COMMISSIONING .....	52
01 77 00	CLOSEOUT PROCEDURES.....	52
01 78 00	CLOSEOUT SUBMITTALS.....	53
01 78 23	OPERATING AND MAINTENANCE MANUALS .....	53
01 78 36	WARRANTIES AND BONDS.....	54
01 78 39	PROJECT RECORD DOCUMENTS .....	54
01 79 00	TRAINING .....	56



## PREFACE

These Standard Documents for Design-Build Projects (SD-DB) apply to all Capital Development Board (CDB) design-build projects. This document is based on the seventeenth edition of CDB's Standard Documents for Construction (2006), the 2006 edition of CDB's *Professional Services Agreement*, and the 2006 edition of CDB's Design and Construction Manual (DCM).

CDB's design-build projects are authorized under the Design-Build Procurement Act (30 ILCS 537/1 et seq.). This Act does not negate the need to follow all other legislation regarding the administration of public construction contracts to which CDB is subject. This legislation includes: Illinois Procurement Code, Certified Payroll, Apprenticeship and Training, Prevailing Wage, and others.

This document is referenced in the RFP and will be a part of the contract for any design-build project administered by CDB.





## 00 21 00 INSTRUCTIONS FOR PROCUREMENT

### 00 21 05 PREQUALIFICATION

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

  - A. Being a responsible contractor includes, among other things, participating in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training. Evidence of participation shall be submitted as part of the submittal process.
  - B. Major subcontractor means any entity that will perform any of the 5 subdivisions of work defined in Section 30-30 of the Illinois Procurement Code (General, Plumbing, Heating, Ventilation, Electrical).
- .2 Determination.** Prequalification for those firms required to be prequalified must be in place as of the date the initial proposals are due and also must be valid as of the date the contract is signed. Application forms are available from CDB offices or electronically from CDB's internet site at <http://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 individual firm's responsibility to submit applications timely. Generally, an applicant should allow at least forty-five calendar days for the processing of an application.
- .3 Performance.** In addition to the Article on CDB's Rights and Responsibilities, CDB may periodically evaluate the performance and responsibility of the DB entity and may suspend or otherwise modify the DB entity'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 also result in termination of contracts in progress or rejection of pending proposals.

  - A. If the prequalification of any prime subcontractor or member of the design team is suspended or modified before award, CDB may reject the DB entity's proposal.
  - B. If the prequalification of any prime subcontractor or member of the design team is suspended or modified after award, CDB may request the DB entity to provide a suitable replacement.
- .4 Basis of Suspension.** Suspension or modification of the DB entity's prequalification may be imposed for any reason stated in CDB Rules, including but not limited to the DB entity'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.
- .5 Department of Human Rights** Submitters 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** Submitters which are corporations must be in "Good Standing" with the Secretary of State at the time of contract award. Submitters 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 DOCUMENTS AND SITE

- .1 **Duty to Examine and Inspect.** Submitters shall carefully examine the RFP/bridging documents and perform a reasonable inspection of the project site to obtain first-hand knowledge of existing conditions. Each submitter shall promptly report, in writing, any errors or inconsistencies that they detect in the RFP/bridging documents to the CDB prior to submittal of proposal. Failure to report obvious errors or inconsistencies may prevent the DB entity from claiming additional compensation.

## 00 21 16 INSTRUCTIONS TO PROPOSERS

- .1 **Standard Documents for Design-Build Projects.** This document, the Standard Documents for Design-Build Projects (SD-DB), is an essential and integral part of the RFP and contract documents. Unless specifically modified in the RFP, the terms and conditions herein shall be part of the contract and binding on the submitter.
- .2 **Advertisement.** Requests for Proposal (RFP) are published in CDB's volume of the Illinois Procurement Bulletin, which may be accessed on **CDB's internet site at <http://www.cdb.state.il.us>**. CDB reserves the right to cancel all or any part of an RFP.
- .3 **Subcontractors and Suppliers**
  - A. **General.** Except where otherwise specified, the Submitter may subcontract any part of the work. No work may be subcontracted to any contractor whose status as a contractor has been suspended by CDB or any other agency, board, or department of the State of Illinois at the time of the execution of the subcontract.
  - B. **Subcontract Obligations.** All work performed by a subcontractor or supplier of any tier shall be pursuant to an appropriate agreement between the Submitter 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 Submitter shall apply to this agreement, and are hereby incorporated by reference." The Submitter shall make all such contract documents available to the subcontractor or supplier.

## 00 21 40 CONSTRUCTION ADMINISTRATION FEE

- .1 **Applicability.** Each Submitter may be assessed a construction administration fee (CAF) as set forth in the RFP documents. The Submitter shall be solely responsible for taking into account the CAF when preparing its proposal.
- .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 60 JOINT VENTURES

- .1 **General.** Two or more prequalified contractors and/or A/E firms may submit as a Joint Venture. CDB will require disclosure of the contractual arrangement between the members of the Joint Venture with the initial submittal. The Joint Venture documents shall identify the consent of surety and insurance underwriters to bond and insure the joint venture in accordance with the requirements of the RFP.
- .2 Each joint venture partner shall submit evidence satisfactory to the CDB that it has the authority to participate in the joint venture.

## **00 25 00 PRE-PROPOSAL MEETINGS**

- .1 Notice.** CDB may schedule a pre-proposal meeting prior to the submittal date for the Phase 1 submittal. Notice of the time and location will appear in the RFP. Attendance at the pre-proposal meeting may be mandatory when specified in the RFP.
- .2 Site Examination at Conference.** Certain project locations, particularly correctional centers, may have restricted access for pre-proposal examinations. It shall be each submitter's responsibility to attend the pre-proposal conference to examine the site and arrange for any subsequent examinations.

## **00 42 00 PROPOSAL DOCUMENTS**

### **00 42 10 PROPOSAL PREPARATION**

- .1 PHASE 1 and PHASE 2.** Proposals shall be submitted on CDB's forms. The submitter shall not make changes in the standard forms provided by CDB. The submitter shall fill in all relevant blank spaces in ink or typewriter, not in pencil.
- .2 Contract terms.** By submitting, the Submitter agrees to accept all of CDB's contract terms. -
- .3 Proposals**
  - A. Proposals are submitted in two phases. In Phase One, offerors and their potential subcontractors shall submit their past performance history, basic technical approach and capability information for consideration by the CDB. Following the review, evaluation, and rating of these proposals, the CDB will select at least two (2), but not to exceed six (6) offerors to submit a Phase Two technical and cost proposal
  - B. Proposal shall be submitted in the quantity and at the time and place required by the RFP.
  - C. The proposal shall clearly identify the project number and name and proposal phase on the outside of the package.
- .4 Delivery.** Submitters shall be responsible for the delivery of proposals during regular business hours to CDB's designated proposal receiving office. This shall be prior to the time and date stated in the RFP.
  - A. Indicate the name and address of the proposer on the package.
  - B. Addressed package for direct delivery to the designated CDB proposal receiving office. Proposers should not address proposals to the CDB Project Manager.
  - C. Proposers delivering proposals in person shall have their packages date and time stamped at CDB's reception desk.
- .5 Exceptions.** If the offeror takes exception to any of the requirements specified in the RFP, the offeror shall clearly identify each such exception and include a complete explanation of why the exception was taken and what benefit would accrue to the CDB. All exceptions to the RFP requirements and the supporting rationales shall be included in an addendum to the proposal and clearly labeled "Exceptions". An addendum is only required if the offeror takes exception to any requirement in the RFP. (The Addendum does not have a page limitation, but shall only include information relevant to exceptions taken to the RFP requirements.) The CDB will assume an offeror takes no exceptions to any RFP requirement if the offeror does not submit an Addendum identifying exceptions. Offerors are advised that RFP requirements are not necessarily negotiable and such exceptions may render an offeror's proposal unacceptable and ineligible for award.

## **.6 Withdrawal.**

### **A. Phase 1** – Proposals may be withdrawn at any time.

- 1) Proposer must submit a written request to withdraw the proposal with an explanation of the reasons why the proposal is being withdrawn.
- 2) Excessive withdrawals may affect prequalification or be a negative factor in future proposal evaluations.

### **B. Phase 2** – Proposals may be withdrawn prior to evaluation for any reason. Submit a written request as above.

- 1) After evaluation begins the proposer must establish clear and convincing evidence of mistake in formulating its proposal. 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 proposal will not be allowed to be withdrawn.
- 2) 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.

## **00 42 15 SIGNING PROPOSAL**

**.1 Signatures.** Original signatures on proposal form and security are required. Facsimiles, rubber stamped or photo copied signatures are unacceptable.

**.2 Authorized Person.** All proposal documents shall be signed by a person authorized to bind the design-build entity to a contract. The legal name of the design-build 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.

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 other representatives to sign the documents.

C. One of the authorized partners or joint venturers shall sign for a partnership, limited partnership or joint venture.

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 submitter represents that a surety company has agreed to issue bonds required by the RFP and Standard Documents for Design-Build Projects for the work if the proposal is accepted by CDB.

## **00 43 00 SUPPLEMENTAL PROPOSAL DOCUMENTS**

### **00 43 13 BID BOND**

**.1 Submittal.** Phase 2 proposals shall be accompanied by a CDB bid bond in the amount of 10% of the proposal.

**.2 Bid Bond Form.** The bidder shall provide its bid bond on the CDB Form (available on the CDB website). Bid bonds shall contain the original signature in ink of an officer of the DB entity, 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 DB-SD 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. Failure to do so will result in rejection of the proposal. Refer to Paragraph [00 73 17.3](#)).
- .5 **Retention of Bid Security.** CDB will retain all bid bonds until the awarded DB entity has complied with all post award requirements.
- .6 **Default.** When, for any reason, the DB entity withdraws its proposal after award, or fails to comply with all post award requirements, such defaulting DB entity 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 DB entity's proposal and the accepted proposal if the accepted proposal 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 bridging Architect/Engineer services. When such costs are less than the bid security, the defaulting DB entity shall be entitled to the excess of its bid security.

#### **00 43 25 PRODUCT SUBSTITUTIONS**

- .1 **Materials and Equipment.** For products for which CDB has not specified a manufacturer(s), proposer may select any product which meets or exceeds the project standards, subject to approval of the DOR.
- .2 **Specified Suppliers, Manufacturers or Subcontractors.** CDB reserves the right to specify one or more manufacturers for certain items of equipment or material in the RFP. This proprietary source(s) will be clearly identified in the RFP. Proposers shall include material or equipment from one of the specified manufacturer(s) in their proposal.
- .3 **Substitutions.** A submitter may propose substitutions to specified source items with its proposal by completing a product substitution form, subject to the provisions stated thereon. CDB and the Using Agency will review the product substitutions prior to award of contract. Accepted substitutions will be so stated in the contract. Specified source items for which substitutions will not be accepted will be noted in the RFP.
- .4 **CDB Rights.** CDB reserves the right to reject any proposed substitution.

#### **00 43 38 MINORITY AND FEMALE WORKFORCE PARTICIPATION**

- .1 **Bidder's Employee Utilization Form DHR PC-2.** CDB may impose minority/female employee workforce hiring goals by trade. The RFP will contain a DHR PC-2 form with specified hiring goals. In accordance with the rules of the Illinois Department of Human Rights, the submitter shall complete the PC-2 form. Failure to complete this form may result in rejection of the proposal. Refer to Paragraph [00 51 22.2 C](#)).
- .2 **Submittal.** Proposer shall submit a draft PC-2 form with its Phase 1 proposal as part of its MBE/FBE plan. Proposer shall submit a final PC-2 form with its Phase 2 proposal.
- .3 **Award Requirement.** Approval by CDB of the Proposer's final DHR PC-2 hiring projection shall be a requirement for award. Should the Proposer's submitted projection be unacceptable, the Proposer 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 15 days, the proposal shall be rejected.

- .4 Compliance.** The DB entity 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 on which to list the monthly total of workforce hours and a breakdown of minority/female workforce hours. If the DB entity fails to make a good faith effort to achieve the workforce goals as projected on their DHR PC-2 form, CDB may file a complaint with the Department of Human Rights. DHR may impose penalties for failure to make a good faith effort to achieve the goals. Penalties may include any combination of the below:
- A. Termination of the contract
  - B. Debarment from participating in public contracts for a period not to exceed three years
  - C. Imposition of a monetary fine

#### **00 43 39 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION**

- .1 Designated Projects.** CDB may designate projects with "MBE/FBE Participation Goals." Applicable goals for first and second level subcontractor and supplier MBE/FBE participation will be included in the RFP.
- .2 Compliance.** The MBE/FBE participation goal percentage sum is based upon the total contract sum. The participation goal percentage amount shall meet or exceed the goal as specified in the RFP.
- .3 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.
- .4 Proposal.** Each submitter shall include in their proposal the names of the minority and female owned businesses it intends to use to meet the specified goals.
- .5 MBE/FBE Bidder.** If the DB entity is a minority or female owned business, indicate such in the appropriate section of the proposal. CDB encourages MBE/FBE DB entities to use MBE/FBE subcontractors/suppliers.
- .6 Joint Venture.** If the bidder is a joint venture, the percentage of ownership held by the MBE/FBE joint venturer may be used to meet the MBE/FBE goal for the contract.
- .7 Phase 1.** The DB entity will submit a list of proposed firms to be utilized to meet the MBE/FBE goals, together with the work to be done and approximate contract amount.
- .8 Phase 2.** The DB entity will submit CDB's MBE/FBE Subcontractor Supplier Certification form for each MBE/FBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals.
- A. The Certification form must be signed by the MBE/FBE firm.
  - B. Completion of the MBE/FBE Subcontractor Supplier Certification form is not required if the DB entity is an MBE or FBE firm. MBE/FBE prime contractors are encouraged to utilize MBE/FBE subcontractors/suppliers.
- .9 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 proposal or terminate the contract.
- .10 Request for Assistance.**
- A. Submitters may request assistance from the Office of Fair Employment Practices prior to submitting their proposals.
  - B. The Office of Fair Employment Practices can assist in locating certified MBE/FBE firms in the State of Illinois.

- .11 Request for Change of Subcontractor or Supplier.** A DB entity 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 DB entity'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 DB entity may request approval of an MBE/FBE subcontractor or supplier other than one listed in its proposal provided sufficient information supplied by the DB entity 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.** The DB entity may request a change if an approved MBE/FBE subcontractor or supplier fails to meet its contractual commitment to the DB entity after 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 proposal the DB entity 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 DB entity 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 DB entity 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 DB entity 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 DB entity been so convicted or made such admission (30 ILCS 500/50-5).
- .4 Felony or Bribery Conviction.** The DB entity is not barred on account of a felony or bribery conviction (30 ILCS 500/50-10 and 30 ILCS 500/50-10).
- .5 International Boycott.** The DB entity 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 DB entity 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 DB entity 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 DB entity will comply with the Preference to Veterans Act (330 ILCS 55)
- .9 Records.** The DB entity 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 DB entity 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 DB entity 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 DB entity'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 PROPOSAL REVIEW AND AWARD**

### **00 51 10 SUBMITTING PHASE 1 and PHASE 2 PROPOSALS**

- .1** Proposals shall be submitted to CDB at the time and location indicated in the RFP. Official time will be as stamped or noted on the envelope by CDB.
- .2** CDB will log in all proposals received.
- .3** CDB will post the names of phase 1 and Phase 2 proposers on the CDB website in the next Professional Services Bulletin after the deadline for submission.

### **00 51 20 REVIEW OF PHASE 1 PROPOSALS**

- .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 proposal
  - B. Reject any or all proposals
  - C. Waive technical deficiencies and irregularities
  - D. Allow proposer to remedy technical deficiencies or irregularities within a stated time
  - E. Reissue any RFP
- .2 Proposals may be Rejected for:**
  - A. Failure to meet all material requirements of the request for proposal.
  - B. Submission of a proposal late (Paragraph 00 51 10.1).
  - C. Failure to provide a list of all design professionals and other entities as defined in Section 30-30 of the Illinois Procurement Code to which any work may be subcontracted during the performance of the contract.
  - D. Failure to provide a list of all entities that will perform any of the 5 subdivisions of work defined in Section 30-30 of the Illinois Procurement Code.
  - E. Failure of any of the above (51 20.2 C and D) to be prequalified with CDB prior to the deadline for submittal of Phase 1 proposals.
  - F. Failure to acknowledge an amendment, or failure to incorporate amendment changes into proposal.
  - G. Omission of any required signatures, submission of those signatures in pencil, or submission of a non-original signature.

- H. Failure to include the entity's plan to comply with the requirements established in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act, including, but not limited to:
    - 1) Failure to furnish a DHR PC-2 form.
    - 2) Failure to complete the FEP requirements under Article 00 43 39.
  - I. Proposer has any pecuniary interest in the project or has other relationships or circumstances, including but not limited to, long-term leasehold, mutual performance, or development contracts with the State construction agency, that may give the design-build entity a financial or tangible advantage over other design-build entities in the preparation, evaluation, or performance of the design-build contract or that create the appearance of impropriety
  - J. CDB at its sole discretion and without conferring any rights on any proposer may waive technical deficiencies or irregularities that are not in conformance with the RFP but whose non-conformance is non-material or minor.
  - K. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not acceptable and unless rescinded, the proposal shall be rejected.
- .3 After review of Phase 1 submittals, all proposers will be notified in writing whether or not they were short-listed. The short list will also be published on CDB's website.

## **00 51 22 REVIEW OF PHASE 2 PROPOSALS**

### **.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 proposal
- B. Reject any or all proposals
- C. Waive technical deficiencies and irregularities
- D. Allow proposer 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. Reissue any RFP

### **.2 Phase 2 Proposals may be Rejected for:**

- A. Failure to meet all material requirements of the request for proposal.
- B. Submission of a proposal late (Paragraph 00 51 10.1).
- C. Failure to include the entity's plan to comply with the requirements established in the Business Enterprise for Minorities, Females, and Persons with Disabilities Act and with Section 2-105 of the Illinois Human Rights Act, including, but not limited to:
  - 1) Failure to furnish and/or complete the DHR PC-2 form.
  - 2) Failure to submit MBE/FBE subcontractor/supplier Certification forms.
  - 3) Failure to meet required MBE/FBE goals as stated in the RFP.
- D. Submission of a bid bond not on CDB's form (Paragraphs 00 43 13.1 and 00 43 13.2).
- E. Failure to complete the Apprenticeship and Training Certification section of the proposal.

- F. Failure to supply subcontractor and/or supplier names and Taxpayer Identification Numbers as required.
- G. Failure to provide a separate sealed envelope with the cost information within the overall proposal submission.

**.3 Amendments.** All RFP amendments must be acknowledged in accordance with Section [00 51 24](#) of the SD-DB.

#### **.4 Interviews**

- A. The CDB intends that offerors selected to submit Phase Two proposals will be given an opportunity to further the CDB's understanding of the information contained in the written proposals through an interview process.
- B. The DB entity may bring a maximum of eight (8) personnel or as noted in the RFP, however, offerors are cautioned to bring personnel who are capable of discussing their understanding of the proposed approach and methodology of completing the project. Presentations will normally be followed by a CDB question and answer period.
- C. CDB may videotape the oral presentations. If this is done, two copies will be made; CDB will retain one copy and provide one copy to the Offeror. The CDB reserves the right to make additional copies if required. Offerors are cautioned that all information provided, regardless of the format, i.e. written proposal or oral presentation, shall be considered as proposal information, and used in the evaluation process, unless specifically excepted in writing by the offeror or the CDB.
- D. The purpose of the oral presentations is to assist the evaluators in finding and understanding the significant features of the offeror's technical proposal.
- E. The interview will provide the offeror with the opportunity to briefly explain any specific documentation provided, to highlight the special features of their proposal, and to identify the benefits of the offeror's technical data proposal. The offeror is expected to highlight significant technical points contained in their proposal and may expand on anything contained in the proposal, but will not be permitted to submit anything new.
- F. Additionally, any betterments or alternatives that the offeror has included in their proposal should be discussed in detail in the presentation.
- G. The oral presentations themselves will not be evaluated. However, information provided in the presentation will be considered in the evaluation of the proposal. Any handouts, renderings or color boards, etc. if used in the presentation shall be considered proposal information and made part of the CDB file.

**.5 Award.** After review and evaluation of the Phase 2 submittals, all Phase 2 proposers will be notified in writing of whether or not they were awarded the contract. The award will also be published on CDB's website.

#### **00 51 24 AMENDMENTS**

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

- A. Phase 1 amendments will be published in CDB's volume of the Illinois Procurement Bulletin, available on the CDB website (<http://www.cdb.state.il.us>) no later than three business days prior to the submittal deadline. It will be the DB entity's responsibility to check the website periodically for updates.
- B. Phase 2 amendments will be sent to the short-listed DB entities no later than three business days prior to the submittal deadline.

**.2 Acknowledgment.** Acknowledge amendments in the appropriate location on the Proposal Transmittal Form. Failure to acknowledge an amendment may result in rejection of the proposal. Refer to Article [00 51 20.2](#) and [00 51 22.2](#).

- .3 Questions/RFIs.** Any explanation desired by an offeror regarding the meaning or interpretation of the RFP must be requested in writing and with sufficient time allowed for a reply to reach all potential offerors before the submission of their offer. All questions and requests for information (RFI) must be received NOT LATER THAN ten (10) calendar days prior to closing of each phase of the two phase process and responses will be posted not later than three (3) calendar days prior to closing of the applicable phase.
  - A. CDB reserves the right to address questions received late for Phase 1 or Phase 2 with the short listed firms for Phase 2.
  - B. Any interpretations made will be in the form of an amendment of the RFP, drawings, specifications, etc.

#### **00 51 25 PROTESTS**

- .1 Filing a Protest.** When a submitter discovers fraud, corruption, or illegal acts undermining the objectives and integrity of the RFP process, the submitter shall notify, in writing, CDB's Chief Procurement Officer. Issuance of 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.
- .3 Remedies.** The protest may request cancellation, revision, or readvertisement of the RFP. 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 supporting documents must establish (1) the protester is an offeror, (2) the factual and legal grounds of the protest, and (3) timeliness of the protest. The protest must be signed by the protester. **ONLY WRITTEN PROTESTS WILL BE CONSIDERED. NO PROTEST MAY BE FILED BY ELECTRONIC MAIL.**
- .5 CDB Rules.** CDB's rule that details protest requirements (44 Ill. Adm. Code 910-150) will apply to DB submittals, and will be provided by CDB upon request.

#### **00 51 30 AWARD**

- .1 Determination.** The contract will be awarded to the responsible and responsive DB entity whose proposal receives the best evaluation score from the selection committee.
- .2 The Proposer agrees to:**
  - A. Hold the proposal open for ninety calendar days after the due date or for another stated period as indicated in the RFP. By mutual agreement in writing, the proposal may be held open for an additional period of time.
  - B. Enter into and execute a contract with CDB if awarded based on the RFP and proposal.
- .3 Enhancements/Betterments.** The minimum requirements of the contract are identified in the Request for Proposal. All Enhancements/Betterments offered in the proposal and accepted by the CDB become a requirement of the awarded contract. An "Enhancement" or "Betterment" is defined as any component or system that exceeds the minimum requirements stated in the Request for Proposal. Offerors shall submit a list of proposed enhancements/betterments with their proposal. CDB will identify accepted enhancements/betterments in the Notice of Award letter.
- .4 Price Change.** When circumstances warrant, CDB reserves the right to negotiate a change in price after Phase 2 submittals have been received. The Design-Build entity must notify all of its major partners (those firms defined in

section 30-30 of the Illinois Procurement Code) of the new price that has been offered and obtain written confirmation of their agreement with the change. CDB will then verify in writing that the new contract value is understood from the major partners (the current prime contractors) and that they agree with the final price. If any of the major primes refuses to agree, the DB entity may propose a substitute. If CDB does not approve the substitute firm, CDB may award the contract to the next highest ranked proposer.

- .5 **Delay of Award.** In the event the CDB does not award a contract pursuant to this RFP within 90 calendar days after receipt of proposals CDB reserves the right to allow offerors to make an adjustment in their price proposals for pricing variations caused by fluctuating construction material market conditions. The CDB will notify Offerors, normally by electronic mail (email), of a common closing date for receipt of the adjusted price proposals. No additional proposal revisions will be allowed under these conditions.
- .6 **Post Award.** The issuance of a Notice of Award is based upon the expectation of the DB entity's timely compliance with all post award requirements.

#### **00 51 40 POST AWARD REQUIREMENTS**

- .1 **DB Entity's Duty to Comply.** The DB entity may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. CDB shall issue Authorization to Proceed upon successful completion of these post award requirements.
- .2 **Submittals.** Within seven (7) 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 DB entity;
  - B. Performance Bond;
  - C. Labor and Material Payment Bond;
  - D. Certificates of Insurance;
  - E. Builder's Risk Insurance Policy.
- .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 DB entity's failure to meet the post award requirements in a timely manner shall be the responsibility of the DB entity and its surety. DB entity and its surety shall be responsible for the costs of any such delays.

#### **00 55 00 AUTHORIZATION TO PROCEED**

- .1 **Authorization to Proceed.** CDB shall issue an Authorization to Proceed with the work upon receipt and acceptance of all post award requirements. The DB entity is not authorized to start work prior to issuance of an authorization to proceed.
- .2 **Commencement of Work.** DB entity will commence work under this contract within 10 days after the date of the Authorization to Proceed.

## 00 70 00 CONDITIONS OF THE CONTRACT

### 00 71 00 DEFINITIONS

**.1 Contract Documents** include:

- A. Request For Proposal including all drawings, cuts, and illustrations, and any amendments
- B. Standard Documents for Design-Build Projects
- C. DB entity's Proposal Forms as accepted by CDB
- D. Contract (CDB Form [00 52 01](#))
- E. Approved DHR PC-2 Forms (CDB [00 41 04](#))
- F. Approved MBE/FBE Subcontractor/Supplier Certification Forms
- G. Specified Insurance
- H. Performance Bond
- I. Labor & Material Payment Bond
- J. Approved Change Orders

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

**.3 Bridging Firm or Bridging A/E.** The bridging firm or bridging A/E is the professional design firm that prepared the bridging documents incorporated into the RFP.

**.4 DB Entity.** The DB entity is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a design-build contract with CDB. A Proposer or Submitter or Offeror is a DB entity submitting in response to an RFP for DB services.

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

**.6 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.).

**.7 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.

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

**.9 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.

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

## 00 72 00 GENERAL CONDITIONS

### 00 72 05 RELATIONSHIP TO RFP

- .1 The following requirements are supplementary general conditions that apply to all contracts. The RFP may contain provisions which shall define the overall work requirements.
- .2 **Design-Build Contract Order of Precedence** In the event of conflict or inconsistency between any of the provisions of this contract, precedence shall be given in the following order: (1) Enhancement/ Betterment: Any portions of the accepted proposal that both conform to and exceed the provisions of the RFP. (2) The provisions of the RFP, including the bridging documents, if any. (3) All other provisions of the accepted proposal. (4) Any design products including, but not limited to, plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. (5) The Standard Documents for Design-Build Projects. Design products must conform to all provisions of the contract, in the order of precedence herein.

### 00 72 10 TIME

- .1 **Time is of the Essence.** The DB entity, recognizing that time is of the essence, shall perform the work in such manner and with such sufficient equipment and forces to complete the work by the date specified in the contract documents.
- .2 **Excusable Delays.** Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the DB entity or of its subcontractors or suppliers. This includes but is not restricted to the following:
  - A. Acts of God.
  - B. Acts of CDB or the A/E.
  - C. Acts of other contractors in the performance of a contract with CDB.
  - D. Fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather or other perils causing damage to the project.
- .3 **Request for Extension of Time.** Request for an extension of time will not be considered unless made in writing to CDB within seven (7) calendar days after the cause of delay. Only one request is necessary in the case of a continuing cause of delay.
  - A. Request must contain the reason(s) for the delay and the expected length of the delay as well as the actions being taken to mitigate the delay.
  - B. Extensions of the contract time may be made by CDB during performance of the work. The grant of an extension of time to the DB entity shall not impair or prejudice the rights of CDB hereunder.
- .4 **Approval Authority.** Changes in contract time are subject to approval at or above the CDB Construction Administrator level.
- .5 **No Compensation for Delay.** The DB entity 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 DB entity shall not be entitled to recover from CDB and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the work or any portion thereof, the extension of contract time granted herein being the DB entity 's sole and exclusive remedy.

## **00 72 25 CDB - RIGHTS AND RESPONSIBILITIES**

### **.1 Authorized Representatives of CDB.**

- A. CDB will designate a Project Manager for each project to administer the contracts.
- B. CDB has the right to designate authorized representatives to act on its behalf. Such authority shall be limited as specified herein, specified in the RFP or as provided in writing. CDB and its representatives shall at all times have access to the work.

### **.2 Right to Reject or Stop the Work.**

- A. CDB may reject work which does not conform to the contract documents. CDB may order the DB entity to stop work, or any portion thereof, until the cause for such order has been eliminated if the DB entity fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract.
- B. CDB may order the DB entity to stop work due to emergencies. DB entity 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 DB entity and its surety if the DB entity neglects or fails to carry out the work in accordance with the contract or fails to perform any portion of the contract. This shall be without prejudice to any other remedy CDB may have. 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 DB entity the cost of correcting such deficiencies, including, but not limited to, the cost of additional Architect/Engineering services made necessary by such neglect or failure. The DB entity and its surety shall be liable in such amount to CDB if the payments then or thereafter due the DB entity are not sufficient to cover such amount. Refer to Paragraph [01 29 76.10](#), Payment Set Off. DB entity 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 DB entity or its surety.

### **.4 Right to Terminate the Contract.**

- A. CDB may terminate the DB entity's right to proceed with the work if the DB entity fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract documents.
- B. In such case, CDB will give the DB entity 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 DB entity and its surety.
- C. The DB entity shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the DB entity shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which CDB has paid, wherever stored, without the written consent of CDB. Any material stored off-site, and which have been paid for by CDB, shall be immediately delivered to CDB or its 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 DB entity'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 DB entity (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which CDB has paid the DB entity but which are stored elsewhere, and finish the work as CDB may deem expedient by contract publicly advertised or otherwise. In such case the DB entity shall not be entitled to receive any further payment until the work is finished. If CDB's expenses in completing the work exceed the unpaid balance of the contract sum, the DB entity 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 DB entity ten calendar days written notice of its intention to terminate the contract.
- B. Upon receipt of such notice, the DB entity shall stop all work on the contract except for work CDB directs in writing to be completed. The DB entity will be paid for all work completed under the contract. The DB entity will receive a percentage of the contract sum equal to the percentage of work completed on the project prior to termination of the contract in the event CDB and the DB entity cannot agree to the amount of payment due the DB entity.

**.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.
- B. CDB shall give DB entity 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 DB entity 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 DB entity to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the DB entity fails to execute the work in accordance with the project schedule.

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

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

#### **00 72 35 BRIDGING ARCHITECT-ENGINEER- RIGHTS AND RESPONSIBILITIES**

- .1 Duties Responsibility and Authority.** CDB may employ an A/E to prepare “bridging documents” (e.g. preliminary specifications and drawings) for the project and to represent CDB during the construction phase of the project. When authorized to act on behalf of CDB, the duties, responsibility and authority of the bridging Architect/Engineer are set forth herein and in their contract with CDB. Nothing contained herein shall create any contractual relationship between the bridging Architect/Engineer and the DB entity or any subcontractor, sub-subcontractor, or supplier.
- .2 Submittals.** The bridging A/E may review and monitor required DB entity submittals for conformance with the bridging documents and original design intent. Excessive resubmittals may result in the DB entity being charged for the cost of additional reviews.
- .3 Observation of the Work.** The bridging A/E may observe the progress and quality of the work to determine in general that it is proceeding in accordance with the contract documents. The bridging A/E may monitor and verify conformance of materials, finishes and workmanship to the quality standards established in the contract documents.
- .4 Tests.** The bridging A/E may witness tests, review and evaluate test reports.
- .5 Performance Testing, Start-up, and Training.** The bridging A/E will observe and assist in the refining and adjustment of any equipment or system. The bridging 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.
- .6 Closeout.** The bridging A/E may participate in punch list and Final inspections.
- .7 Record Drawings.** The bridging A/E may observe the DB entity's record drawings (as-builts) at intervals and notify CDB of any apparent failure to maintain up-to-date records.
- .8 Construction Supervision.** The bridging 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.
- .9 Claims and Disputes.** The bridging A/E may review claims and disputes, including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the bridging A/E may observe, measure and verify costs incurred that are related to the dispute and will provide a written response, interpretation, and recommendation for resolution to CDB.
- .10 DB Entity.** The DB entity shall cooperate with the bridging A/E in the performance of these functions.

#### **00 72 36 DB ARCHITECT-ENGINEER- RIGHTS AND RESPONSIBILITIES**

- .1 Design.** The A/E is the single point of responsibility for all design decisions and design products and review, coordination and approval of construction documents, drawings and specifications.
- .2 Submittals.** The A/E will review and monitor all required Contractor submittals for conformance with the contract documents.

- .3 **Payments.** The A/E will review payment applications and attend and assist in pay meetings.
- .4 **Closeout.** The A/E shall certify that to the best of their knowledge, the work conforms to the requirements of the contract documents.
- .5 **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.
- .6 **Miscellaneous.** Other responsibilities and authority of the A/E are set forth throughout the contract documents.

#### **00 72 40 DB ENTITY - RIGHTS AND RESPONSIBILITIES**

- .1 **General.** The DB entity shall administer the entire project by directing, coordinating, scheduling and expediting the sub-contractors' work.
- .2 **Coordination.** Develop and provide a project schedule and other appropriate procedures and methods to ensure that the sub-contractors function harmoniously in accordance with the plans and specifications and CDB's objectives of cost, time and quality.
- .3 **Communication.** Maintain project lines of authority and communication; conduct coordination meetings. Refer to Article [01 31 24](#).
- .4 **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 sub-contractor's labor force, product deliveries, and construction equipment are available and adequate for maintaining the project schedule. Report conditions which will adversely affect the schedule to CDB with recommendations for corrective action. Refer to Article [01 32 00](#).
- .5 **Submittals.** Coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals.
- .6 **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.
- .7 **Use of Site.** Allocate use and location of temporary offices and storage areas. Verify that adequate temporary utilities are provided and maintained. Administer traffic and parking controls.
- .8 **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. Failure to verify shall constitute the DB entity's acceptance of existing conditions as fit for the proper execution of its work.
- .9 **Changed Conditions.** Should the DB entity encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the RFP or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the DB entity shall give written notice to the CDB before any such condition is disturbed. No claim of the DB entity under this provision will be allowed unless the DB entity has given the required notice, within 7 days of discovery of the changed condition. CDB will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the contract documents as may be necessary. The contract sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the Contractor's cost or time of performance.
- .10 **Laying out the Work.** The DB entity shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements, for all the work under the contract.

- .11 Supervision of the Work.** Using its best skill and judgment, the DB entity shall supervise the work. The DB entity shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its contract.
- .12 Superintendent.** The DB entity shall employ a competent superintendent, satisfactory to CDB, who shall be in attendance at the site throughout the active performance of the work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the DB entity with regard to manpower schedule, coordination and cooperation.
- A. The DB entity shall submit the resume of the proposed superintendent to the Project Manager for review and approval with the Phase 2 submittal package.
  - B. A letter of authority shall be furnished by the DB entity designating the level of authority of the superintendent and any others who may conduct business for the DB entity with the Phase 2 submittal.
  - 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 DB entity shall not change the superintendent for the life of the project as long as the superintendent remains an employee of the firm.
    - 1) In extraordinary circumstances, the DB entity may request a change of the superintendent by written request to CDB at least fifteen calendar days in advance of its proposed change. No change may be made unless and until CDB has given written authorization to do so.
    - 2) In case of an emergency, notify CDB as soon as possible, and obtain CDB's approval if the substitute within 15 calendar days.
    - 3) Request for change of superintendent must include the reasons for the change and a detailed resume' of the proposed replacement.
  - E. In the event the superintendent fails to perform his duties under the contract requirements, CDB may, in writing, require the DB entity to remove the superintendent from the project. The DB entity shall provide a competent replacement.
- .13 Adequate Staff.** The DB entity shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract.
- A. In connection with the services covered by this contract, any in-house personnel, subcontractors, and outside associates or consultants will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The contractor shall obtain the CDB PM's written consent before making any substitution for these designated in-house personnel, subcontractors, associates or consultants.
- .14 State Approved Workers.** When a project involves response action work as defined in the 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.
- .15 Responsibility for Damages.** The DB entity shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to CDB or the 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.

- .16 Disposal of Waste Materials.** All waste materials generated by any work under the contract performed on a CDB installation shall be handled, transported, stored, and disposed of by the contractor and by his subcontractors at any time in accordance with all applicable Federal, state, or local laws, ordinances, regulations, court orders, or other types of rulings having the effect of the law. Should the State of Illinois be held liable for any neglect or improper actions by the contractor or any subcontractor regarding removal or disposal of any hazardous waste, the contractor shall reimburse the State for all such liability.
- .17 Work of Other Contractors.** CDB reserves the right to execute other contracts in connection with the project. The DB entity shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with theirs. The DB entity shall not commit or permit any act which will interfere with the performance of work by any other contractor or by CDB.
- .18 Start-up of Permanent Mechanical and Electrical Equipment.** 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. Distribute operation and maintenance manuals seven calendar days prior to start-up.
- .19 Inspections.** Schedule, give notice, and participate in the inspection, substantial completion, and final acceptance of the work.
- .20 Claims and Disputes.** DB entity shall promptly notify the CDB in writing of any claims or disputes within 7 days. Failure to notify the CDB in such instances may result in rejection of any claim with CDB.
- .21 Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the DB entity, within 7 calendar days of such occurrence, furnishes a written notice to the CDB setting forth the general nature and estimated monetary extent of such claim.
- .22 Miscellaneous.** Other rights and responsibilities of the DB entity are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the DB entity to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

#### **00 72 45 INDEMNIFICATION**

- .1 Duty to Indemnify.** The DB entity shall defend, indemnify, keep and save harmless the state of Illinois, CDB, the Using Agency and their respective board members, representatives, agents and employees in both individual and official capacities against all suits, claims, damages, losses and expenses including attorney's fees caused by, growing out of or incidental to the performance of the work under the contract by the DB entity or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes, but is not limited to, the protection of adjacent landowners (765 ILCS 140/1 et. seq.). In the event of any such injury (including death), loss, damage or claims therefore, the DB entity shall give prompt notice to CDB.
- .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 DB entity or of any subcontractor, the DB entity's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.

#### **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 disputed matter shall

participate in the ADR. CDB expressly retains all its rights including, but not limited to, those under the Article 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 DB entity shall continue to perform the work, but such continuation shall not operate as a waiver of any of the DB entity's rights.

### .3 **Definitions.**

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

**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 DB entity agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the DB entity agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the DB entity agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$50,000. When ADR is utilized, the DB entity 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.

- .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 DB entity shall require its consultants, subcontractors and suppliers to agree to and be bound by this provision.

- .7 **Confidentiality.** All ADR procedures shall be strictly confidential. 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 disposed or called to testify in any subsequent litigation.

## **00 72 70    FEDERALLY ASSISTED PROJECTS**

- .1 **Compliance.** Comply with all requirements of federal government when established in the RFP.

## **00 72 75    LIQUIDATED DAMAGES**

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

- .2 **Not a Penalty.** Failure on the part of the DB entity to complete the work within the contract time including such extensions thereof as approved by CDB, will result in added expense, loss and damage to CDB or the Using Agency. Liquidated damages are established because such added expense, loss and damage are not reasonably ascertainable and not as a penalty to the DB entity.
- .3 **Amount.** When incorporated, the amount of liquidated damages is specified in the RFP and represents a fair and reasonable amount for compensation caused by delay.
- .4 **Computation.** The DB entity shall pay to CDB as liquidated damages the stated sum for each calendar day completion is delayed beyond the contract time as adjusted for any extensions approved by CDB.
- .5 **Determining Completion.** The DB entity will be deemed to have satisfied the requirements for completion upon final acceptance of all work required by the DB entity for purposes of computing liquidated damages.
- .6 **Non-waiver.** The following acts shall not constitute a waiver of the DB entity 's obligation to pay liquidated damages:
  - A. acceptance of or payment for any portion of the work;
  - B. substantial completion of a portion of the work or occupancy by CDB or the Using Agency; or
  - C. CDB's requiring or allowing the DB entity to complete the work.
- .7 **Additional Costs/Claims of Other Parties.** CDB's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the work, should the DB entity fail to do so. Nor shall CDB's right to recover liquidated damages be a substitution for or bar to recovery of any additional compensation CDB may be obliged to pay for work on the project caused by DB entity'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 submittals.

- .6 **Obligations Survive.** The obligations or duties imposed upon the DB entity (including its consultants, subcontractors, suppliers, sureties, and insurers under the contract shall survive any termination or closeout of the contract.
- .7 **Successors and Assigns.** CDB and the DB entity each bind itself, its partners, successors and assigns and legal representatives to the other party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents.
- .8 **Independent Contractor.** The DB entity is an independent contractor and in providing its services under this contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the contract.
- .9 **Permits and Fees.** The DB entity shall be responsible for any construction permits or inspection fees which might be assessed upon the owner by Federal, state or local governments.
- .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 proposer shall exclude such taxes in preparing their proposal. The tax exempt number is E9984-0863-04. CDB will notify DB entities of any chance 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 DB entity shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by CDB or the 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 DB entity in violation of any patent or other rights of any third person. The DB entity 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 used in the project 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 DB entity shall submit and keep in force bonds and insurance as specified herein unless modified in the project manual. Before commencing work under this contract, the Contractor shall provide CDB with copies of all required bonds and insurance certificates.
- .2 **DB Entity's Duty to Maintain Bonds and Insurance.** The DB entity shall have the duty to confirm that the terms of all bonds and insurance comply with the contract documents, including the SD-DB. No action or failure to act on the part of CDB shall constitute a waiver of any requirement. The DB entity shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the CDB upon request.
- .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 DB entity and in its sole discretion may take any one or more of the following measures to protect itself and the public from the effect of the DB entity's breach, should the DB entity fail to correct the breach within 5 days of CDB's notice.
  - A. Order the DB entity to cease all operations at the site, except security and safety services, until the proper bonds and insurance shall be procured and made fully effective. The cost of any such interruption of the work, and any delays resulting there from, shall be borne by the DB entity and its surety, and may be paid out of contract funds in the hands of the CDB which are due, or to become due, to the DB entity. 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 DB entity '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 DB entity 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 DB entity's insurance policies and it is discovered that the insurance policies do not meet the CDB insurance requirements set forth in the contract documents, the DB entity and surety shall be liable for all claims to the extent they would have been covered by the insurance policies had they been in compliance with CDB requirements.

#### **00 73 17 BONDS, GENERAL**

- .1 Requirements.** The DB entity shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. 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.
  - 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 an officer or authorized signator of the DB entity, an officer of the surety including a notary statement authenticating signature and appropriate power of attorney of the surety.
- .8 Rights to Bonds.** No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than 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 DB entity has satisfactorily demonstrated extraordinary circumstances justifying an exception. Examples of such policies are: Risk Retention Groups and the Illinois Insurance Exchange. The following shall not constitute extraordinary circumstances justifying an exception:
  - a. The DB entity already has a policy in effect that does not meet the requirements.
  - b. The DB entity's insurance agent does not represent companies that offer insurance meeting the requirements.
  - c. Insurance meeting the requirements is more expensive than insurance which does not.
  - d. The DB entity's work performance or financial condition precludes it from obtaining insurance which meets the requirements.

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

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

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

- A. Failure to abide by the requirements of the applicable Standard Documents for Design-Build Projects and the applicable bidding documents.
- B. Failure to respond to CDB communications within a reasonable time.
- C. Failure to acknowledge receipt of a claim within 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 DB entity shall file with CDB evidence of complete coverage of all insurance required by Paragraph 00 73 18.7 and Article 00 73 19 herein, bearing the original signature of the insurance company's authorized agent. Acceptable evidence of insurance is:
  - 1) A binder or certificate of insurance accompanied by endorsements as set out below in Paragraph 00 73 18.6.
  - 2) The complete insurance policy, including all required endorsements.
- B. Endorsements shall be required on each certificate or policy which include each of the following statements:
  - 1) "The coverage and limits conform to the minimums required by Paragraph 00 73 18.7 and Article 00 73 19 of CDB's Standard Documents for Design-Build Projects." Any exception or deviation shall be brought to the attention of CDB for a ruling on acceptability.
  - 2) CDB project number and CDB contract number of the project covered by the policy.
  - 3) The company agrees to timely provide complete copies of policies upon request by CDB.
  - 4) The policy will not be canceled, changed or altered until at least ten calendar days prior written notice has been given to the DB entity and CDB, unless the same is stated in a policy provision.
  - 5) CDB 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 and Professional Liability Insurance policies.
  - 6) All assigned contractors are included as additional named insureds. This endorsement applies only to builders risk insurance.
- C. The contract shall not be executed until acceptable evidence of coverage is on file with CDB. The DB entity shall at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CDB may stop payment to the DB entity if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CDB to receive policies or certificates or to demand receipt be construed as a waiver of the DB entity's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
  - 1) **Reconstruction.** The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to CDB or the Using Agency. The DB entity shall furnish proper assistance in the adjustment and settlement of all losses. Loss will be adjustable with and payable to the party purchasing the builder's risk insurance, who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of its interest.
  - 2) Insurance shall remain in effect until final acceptance and at all times thereafter when the DB entity may be correcting, removing or replacing defective work or as otherwise adjusted by the CDB depending upon the circumstances of such correction, removal or replacement.

## **.7 Required Minimum Insurance Coverages**

### **A. Comprehensive Automobile Liability:**

- 1) The policy shall cover owned, non-owned, and hired vehicles.
  - a. \$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 DB entity shall submit an insurance certificate, per 00 73 18.6 above, indicating coverage for statutory limits.
- 2) The DB entity may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the DB entity 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 DB entity's negligence. A Response Action Contractor may provide the Commercial General Liability Insurance on a claims made form. Where the hazard exists, the DB entity 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. Professional Liability Insurance.** Professional liability insurance shall cover the A/E against claims the A/E may become obligated to pay arising out of the performance of the A/E on this project and caused by any error or omission of the A/E, or of any person employed by the A/E, or any others for whom the A/E is liable. Unless stated otherwise in the RFP, the required coverage is 10% of the total contract, rounded up to the next \$100,000. The limit amount of the insurance shall be on a per claim basis.

- E. **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 Builder's Risk Insurance shall be purchased and maintained by the DB entity.**
- A. The policy shall be a Completed Value All Risk Builder's Risk/Installation Floater policy or a combination thereof. The policy shall be written in an amount equal to 100% of the total of the contract or 100% of the total sum of all contracts if there are assigned contracts.
- B. Coverage shall include the following work and property:
- 1) The installed work of all contractors until final acceptance of the entire project.
  - 2) Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit. 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;
  - 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 and, the Using Agency shall, by endorsement, be included as additional named insureds.
- .3 CDB Rights.** CDB reserves the right to take over the policy or extend coverage after default, cancellation or termination of coverage for any reason.
- .4 Beneficial Occupancy.** The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to final acceptance of the project by CDB.

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

#### **00 73 20 RESPONSE ACTION CONTRACTOR INDEMNIFICATION ACT**

- .1 Indemnification Act.** When specified in the RFP, the state of Illinois will indemnify and defend the DB entity 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 the RFP, CDB may withhold 5% of each payment affecting response action work in accord with the Indemnification Act. When provided in the RFP, 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 RFP will specify the amount of the indemnification fee. The proposer should include the specified fee in the proposal. CDB will withhold 5% of each payment until the specified amount is withheld.

#### **00 73 40 LICENSING**

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

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

#### **00 73 42 LABOR LEGISLATION**

- .1 General.** The DB entity shall familiarize itself 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 DB entity 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 DB entity 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 RFP, compliance with Federal Equal Employment requirements does not relieve the DB entity 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 DB entity, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The DB entity shall prominently post the current schedule of prevailing wages at the project site, and shall notify immediately in writing all of its subcontractors, etc., of all changes in the Schedule of Prevailing Wages.

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

**.4 Change Orders.** Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed.

**.5 Rates Published.** CDB will publish notice of revisions as provided by the Illinois Department of Labor (IDOL) internet Site (<http://www.idol.state.il.us>).



## 00 73 45 RECORDS

- .1 **Records of Wages and Expenses.** The DB entity and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, worker and mechanic employed by it in connection with the contract. The record shall be open at all reasonable hours for inspection by any representative of CDB or the Illinois Department of Labor and must be preserved for five years following completion of the contract.
- .2 **Record Keeping.** In accordance with 30 ILCS 500/20-65, the DB entity 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 DB entity agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate records are not available through some fault of the DB entity to support their purported disbursement.

## 00 73 49 PROJECT LABOR AGREEMENT

### .1 Project Labor Agreement

- A. Because of the size, duration, and important public purpose to be served by the Project, it is in the public interest to have the Project completed in the most timely, efficient, and orderly manner possible and without labor disputes or disruptions of any kind which might interfere with or delay the Project. Accordingly, the DB entity is required to enter into a Project Labor Agreement with the trade unions which have traditionally performed and have trade and geographic jurisdiction over such work. The Project Labor Agreement will be provided by CDB and executed by each Contractor and Trade Union within 20 days following the Notice of Award with a copy provided to CDB. The agreement shall provide for, at a minimum, the following:
  - 1) Contracting or subcontracting work to only those firms, persons, companies or entities that have, or agree to be bound by and operate under, for the life of the Project, current collective bargaining agreements with applicable trade unions.
  - 2) No lockout, strikes, picketing or other work stoppage of any nature.
  - 3) Trade unions agree to use their best efforts to prevent any acts described in paragraph 2, or those of a similar nature of effect, or, in the event such an act takes place, to cause an immediate cessation thereof.
  - 4) The right to discharge or discipline and employee who violates the provisions of the agreement.
  - 5) Coverage for the life of the Project.
  - 6) Incorporation of the agreement into subcontracts.
  - 7) Procedures for resolving disputes related to the agreement.
- .2 Submission of the executed Project Labor Agreement shall be a post award requirement.
- .3 Use of a Project Labor agreement is at CDB's option and will only be a part of the contract if so stated in the RFP.

## 00 73 73 STATUTORY REQUIREMENTS

- .1 **General.** The DB entity is responsible for the design of the work according to laws, rules, regulations and codes. The DB entity shall comply with all laws, rules and regulations and codes applicable to installation of the work. Except where expressly required by applicable laws and regulations, CDB shall not be responsible for monitoring the DB entity's compliance with any laws or regulations. If the DB entity performs any work knowing or having reason to know that the installation of the work is contrary to such laws, rules and regulations the DB entity shall pay all costs arising therefrom. The following are statutory requirements that may impact the project. The list is not exclusive. The DB entity 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:
    1. the specified product cannot be manufactured or produced in sufficient quantity to meet the project needs;
    2. the specified product cannot be manufactured or produced in necessary time to meet the project needs; or
    3. obtaining the product would increase the cost of the contract by more than 10%;

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

## **01 05 00 DESIGN PHASE CONDITIONS**

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

### **.2 Responsibility of the DB Entity for Design**

- A. The DB entity shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and any other non-construction services furnished by the DB entity under this contract. The DB entity shall, without additional compensation, correct or revise any errors or deficiency in its designs, drawings, specifications, and other non-construction services. Neither the CDB’s review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the DB entity shall be and remain liable to the CDB in accordance with applicable law for all damages to the CDB caused by the DB entity’s negligent performance of any of the services furnished under this contract.
- B. The DB entity’s construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. This includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up to date redline and as built documentation. The DB entity shall require and manage the active involvement of key trade subcontractors in the above activities.

### **.3 Codes And Statutory Requirements**

- A. **General.** The DB entity shall comply with all State and Federal requirements governing the design of the project and this agreement.
- B. **Code Assessment.** Within 30 days of ATP, the DB entity will submit a list of all building codes and regulations they will be following on this project.

**C. Building Codes.**

- 1) In accordance with the State Fire Marshall, Division of Fire Prevention, all projects shall be designed in accordance with NFPA 101, Life Safety Code. Consult the State Fire Marshall's office to determine the adopted edition.
- 2) All projects shall be designed in accordance with the Illinois Energy Conservation Code and the Federal Energy Policy Act. In compliance with the legislative act, CDB has adopted ASHRAE Standard 90.1, 2001 version.
- 3) It is the policy of CDB to design projects in substantial compliance with applicable building codes formally adopted by the unit of local government in which the project is located. When the local code is not the current edition, the A/E will document all project related conflicts between the two versions and confer with CDB on which one to follow. All requests for deviations from the local codes shall be documented by the A/E and subject to approval by CDB. When "approval by local authority" or "authority having jurisdiction" is referenced, substitute CDB for the local authority.
- 4) Where no local code applies, the building code shall be the International Building Code, current edition (published by the International Conference of Building Officials, International Code Council, 5203 Ceesburg Pike, Suite 708, Falls Church, VA 22041-3401 (703/931-4533)) unless another is mutually acceptable to the using agency, CDB and the DB entity.

**D. Illinois Building Related Requirements.** To assist in determining which codes might be applicable to a project, the Illinois Building Commission has assembled a [Directory of Illinois Building Related Requirements](#) which lists all of the statutory requirements relative to state construction. It also includes a table of primary codes/standards/ specifications for State of Illinois Building Requirements. This directory is available from the CDB web site ([www.cdb.state.il.us](http://www.cdb.state.il.us)) or by calling 217/557-7500.

**E. Special Statutory Requirements**

- 1) The following are statutory requirements that may impact the project. This list is not exclusive. Some of these requirements are unique to State projects.
- 2) The DB entity, in cooperation with CDB, shall review the project and determine if any of these statutory requirements apply. CDB will make every attempt to note these requirements in the RFP when they can be anticipated.
- 3) Major statutory requirements include:
  - a. Life Cycle Cost Analysis
  - b. Farmland Preservation Act
  - c. Endangered Species Act
  - d. Wetlands Policy Act
  - e. Historic Preservation Act
  - f. Archeological and Paleontological Resources Protection Act
  - g. Steel Products Procurement Act
  - h. Clean Water Act
- 4) Refer to DCM [Appendix 1](#) on CDB's website for a more complete description of these requirements.

**F. Design Policies.** CDB has adopted certain design policies in force at the time of execution of this agreement. The A/E shall determine the policies required for the project and obtain the current policy from the CDB.

- 1) **Flood Plain Construction Policy.** In response to Executive Order 2006-05, CDB has adopted the following policies. Assistance may be requested from IDNR Office of Water Resources.
  - a. All development shall comply with all requirements of the National Flood Insurance Program (44 C.F.R. 59-79) and with all requirements of 92 Illinois Administrative Code Part 700 or 92 Illinois Administrative Code Part 708, whichever is applicable.
  - b. All new Critical Facilities shall be located outside of the floodplain. Where this is not practicable, Critical Facilities shall be developed with the lowest floor elevation equal to or greater than the 500-year frequency flood elevation or structurally dry floodproofed to at least the 500-year frequency flood elevation.
  - c. All new buildings shall be developed with the lowest floor elevation equal to or greater than the Flood Protection Elevation or structurally dry floodproofed to at least the Flood Protection Elevation (one foot above the applicable base flood or 100-year frequency flood elevation).
  - d. Modifications, additions, repairs or replacement of existing structures may be allowed so long as the new development does not increase the floor area of the existing structure by more than twenty (20) percent or increase the market value of the structure by fifty (50) percent, and does not obstruct flood flows.
  - e. DB entity shall submit a statement within 60 days of ATP affirming compliance with the Flood Plain Construction Policy.
- 2) **Roofing Program Policy.** CDB has a comprehensive roofing handbook, sample specifications, and a list of acceptable manufacturers that must be utilized for all projects which include new roofs, re-roofing, or modifications, including penetrations, of existing roofs available on our website. The handbook addresses single and multi-ply membrane roofing, metal roofing and decking, and pre-engineered metal buildings.
- 3) **Asbestos Abatement and other Hazardous Pollutants.** A comprehensive manual (Project Manual Workbook for Asbestos, Lead, UST and PCB) and sample specifications, estimating worksheets and complete procedures required for inspection, sampling, abatement design and design review procedures, and complete bidding and construction phase procedures are available in the DCM on our website.
- 4) **Buy Illinois Program.** CDB is encouraging contractors to voluntarily procure products manufactured in Illinois and will be tracking the value of the Illinois products used on state construction projects for a report to the Governor and General Assembly. To assist the contractors in this process:
  - a. CDB has established a directory of products manufactured in Illinois which are used in the construction industry. To qualify as an Illinois product, the product must be manufactured, fabricated or assembled within the State of Illinois. The directory is available on the CDB web page.
  - b. Note Illinois products on the Contractors Schedule of Values.
- 5) **Prohibited Products Policy.** The following products are prohibited from use on all CDB projects:
  - a. Asbestos and asbestos containing material (ACM)
  - b. Fire retardant treated (FRT) wood products in structural applications
  - c. Chlorofluorocarbons (CFC).
  - d. Polychlorinated Biphenyl (PCB)
  - e. Lead Based Coatings
  - f. Fire suppression systems using ozone depleting halons
- G. **Permits.** The project shall be designed to the standards necessary to receive permits from state and federal agencies having jurisdiction over any aspect of the project (EPA, IEPA, IDNR, IDPH, Corps of Engineers, etc.). The DB entity is responsible to submit for and obtain such permits.
- H. **Federally Funded Projects.** Certain projects may be funded in full or in part with federal funds which may have specific restrictions. On federally funded projects, standards of the federal agency may supplement or take precedence. Special requirements for individual projects will be provided in the RFP.

#### **.4 Design Guidelines**

- A. **General.** Most CDB projects are funded with State of Illinois 20 year Bond Funds. Therefore, building systems and materials incorporated into our projects are required to have an average life span of 20 years or longer. CDB recognizes that some items, such as roofing materials and mechanical equipment, will not achieve 20 year life spans. Other systems and materials, such as building shells, etc. must then be designed and specified to exceed a 20 year life span.
- B. **Division of the Work.** The A/E shall divide the work into distinct trade divisions as required by CDB and in accordance with the Illinois Procurement Code. This division shall be clear, concise and comprehensive. All work must be explicitly assigned to a particular trade. The A/E shall not include any clause or provision in the contract documents that attempts to assign any of the work by common trade practice, by indirect linkage, etc.
  - 1) The work must be divided into at least five trades (see 00 21 05.1B.). They are:
    - a. General
    - b. Plumbing
    - c. Heating
    - d. Ventilation
    - e. Electrical
  - 2) The required five trades may be expanded as appropriate for the project and/or as noted in the RFP. The A/E shall confer with the CDB PM for the acceptable trade designations

#### **.5 Design Submittals**

- A. After receipt of the Contract Authorization to Proceed (ATP), the Contractor shall initiate design, comply with all design submission requirements as covered in the RFP, and obtain CDB review of submissions as required.
- B. The DB entity may begin construction on portions of the work for which the CDB has reviewed the final design submission and has determined to be satisfactory for beginning construction. The CDB PM will notify the Contractor when the design is cleared for construction. The CDB will not grant any time extension for any design re-submittal required when, in the opinion of the CDB PM, the initial submission failed to meet the minimum quality requirements as set forth in the Contract.
- C. No payment will be made for any in-place construction until all required submittals have been made, reviewed and are satisfactory to the CDB.
- D. If the CDB allows the DB entity to proceed with limited construction based on pending minor revisions to the reviewed Final Design submission, no payment will be made for any in-place construction related to the pending revisions until they are completed, resubmitted and are satisfactory to the CDB.
- E. The DB entity will provide 2 sets of each set of final bid documents (plans and specification) to CDB and 2 sets to the Using agency, or as required in the RFP. In addition, the DB entity will provide an electronic copy of bid plans and specification on CD to CDB. (See Section [01 78 39.4C](#) for electronic submission requirements.)

#### **.6 Construction Phase Submittals**

- A. The contractor shall submit all material and articles requiring coordination and or approval. All submittals shall be reviewed and approved by the Designer of Record prior to submitting to the CDB for approval or acceptance, as applicable.
- B. The Contractor shall provide the CDB four (4) copies (or the number of copies designated in the RFP) of all Designer of Record approved submittals.

- C. The CDB will review only those submittals it has requested approval authority for and all submittals which deviate from the RFP or accepted proposal. In most cases the CDB, or its authorized representative, will review submittals for compliance to the RFP, including Design Criteria and/or Bridging Documents, or accepted proposals. It is the DB entity's responsibility in the Design Build process to ensure compliance with the accepted designs, all required codes, regulations and the contract.
- D. Designer of Record approval is required for extension of design, critical materials, and deviations from the RFP, the accepted proposal, or the completed design, equipment whose compatibility with the entire system must be checked, and other items as designated by the CDB PM. CDB approval is required for any deviations from the RFP, Accepted Proposal or DOR approved submittals (see 01 25 00). The CDB will review all submittals designated as deviating from the RFP or Accepted Proposal.

## **01 14 00 WORKING CONDITIONS**

### **.1 Contract Administration**

- A. **Correspondence.** All correspondence shall be addressed to the CDB, A COPY OF ALL CORRESPONDENCE SHALL BE FURNISHED TO THE CDB REPRESENTATIVE. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, project number, and shall have only one subject. For tracking purposes a sequential numbering system should be used for all correspondence.
  - B. **DB Entity Staff and Employees.** Prior to commencing on design and site construction, the DB entity shall provide the CDB with a telephone number and FAX number at which the DB entity or his representative may be contacted at any time during regular working hours and an emergency number at which the DB entity may be contacted in situations requiring immediate attention.
  - C. **Supervision.** The CDB shall not exercise any supervision or control over the DB entity employees performing services under this contract; such employees shall be accountable not to the CDB, but solely to the DB entity, who in turn is responsible to the CDB.
  - D. **Parking.** Parking of DB entity vehicles shall be restricted to the designated on-site area or the work area. The company name shall be prominently displayed on all construction vehicles parked on the job site.
  - E. **Work Hours.** Normal work hours for the DB entity will be between the hours of 7:00 AM through 5:00 PM, excluding Saturdays, Sundays, and State Holidays. If the DB entity desires to work during periods other than above, he must notify the CDB and the Using Agency three (3) working days in advance of his intention to work during other periods to allow assignment of additional inspection forces. When the CDB PM determines that they are reasonably available, he may authorize the DB entity to perform work during periods other than normal duty hours/days. However, if inspectors are required to perform in excess of their normal duty hours/days solely for the benefit of the DB entity, the actual cost of the inspection, at overtime rates, will be charged to the DB entity and will be deducted from the final payment of the contract amount.
- .2 Performance Evaluation of DB entity.** As a minimum, the DB entity's performance will be evaluated upon final inspection. Any specific requirements for contract quality control, quality assurance, and other defined requirements by the CDB personnel will be defined in the RFP. The DB entity will be rated in the areas of contract quality control, timely performance, effectiveness of management, compliance with labor standards, and compliance with safety standards. The DB entity will be notified of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all contractor comments will be made a part of the official record. Performance evaluation reports will be available to CDB's management for their future use in determining contractor responsibility. CDB reserves the right to separately evaluate any subcontractor prequalified with CDB as an independent firm.

### **.3 Coordination with Site Activities**

- A. If it becomes necessary to interrupt work activities in buildings and/or other areas for construction purposes, permission to do so must be requested in writing from the CDB 15 working days prior to commencing work and shall be subject to CDB PM approval.
- B. Work in connection with this contract which requires utility outages, electrical, water, gas, steam, etc., which will close down or limit (as determined by the CDB) normal activities in the building, construction area or other affected areas, shall be performed by the DB entity at a time other than regular work period of the organization occupying the facility. Work required by the DB entity on non-standard basis or at premium pay shall be done at no additional cost to the CDB. Request for utility outages will be submitted to the CDB PM, in writing, seven working days prior to commencing work and shall be subject to his/her approval.
- C. Any temporary construction for facilities used by the DB entity for preventing interruption of normal work activity or loss of utility services shall be subject to CDB's approval.

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

### **01 14 10 USE OF PREMISES**

- .1** The DB entity shall confine its operations at site to areas permitted by law, permits, contract and Using Agency's permission. The DB entity shall inform all personnel working under his jurisdiction (including subcontractor and visiting supplier personnel) that access to areas outside of the immediate work area, excluding direct haul and access routes, contractor and A/E offices and point of supply and storage, is prohibited. Circulation of said personnel will be limited to official business only.
- .2** The DB entity shall obtain and observe all site regulations.
- .3** The Using Agency may examine DB entity's and subcontractors' list of employees.
- .4** All unattended vehicles and equipment shall be locked at all times and parked only in approved areas.
- .5** The DB entity shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc., stored on the premises. The DB entity shall obtain and pay for use of any additional storage or work area needed for its operations. The DB entity shall move all stored material, equipment, tools, etc., which interfere with the work. The area shall be kept neat and orderly and free of debris.
- .6** The DB entity shall coordinate with suppliers and shippers to ensure incoming materials are properly identified with the contractor's name, contract number and project title. The DB entity shall designate an authorized individual to be available to receive shipment. The CDB will not provide storage other than that available at the project site.
- .7** Equipment temporarily removed in the performance of work and stored on the job site shall be stored and protected in accordance with previous paragraphs, and shall be replaced in a condition compatible with its original state. Security for equipment and material removed from the job site for temporary storage until reuse shall be the responsibility of the DB entity.
- .8** The DB entity may not interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units. Notwithstanding the above, the using agency's security regulations shall be observed.

- .9 All contractors, employees, trades persons and visitors of the DB entity shall comply with personal protection regulations, including hard hats.
- .10 All visitors to hazardous waste or asbestos abatement projects must provide proof of OSHA respirator fit-testing, medical examination, and proof of proper certification to enter contaminated areas. Disposable clothing will be provided and disposed of by the abatement contractor.
- .11 At occupied residential facilities, the DB entity shall provide and maintain appropriate fences, barricades, and/or security locking to limit resident access to excavations, construction areas, construction storage and field offices.
- .12 Additional requirements may be listed in the RFP.

## **01 25 00 SUBSTITUTION PROCEDURES**

- .1 **Substitution by Change Order.** After notice of award, substitutions shall not be accepted if acceptance would require a change order increasing the amount of the contract, and may only be approved by written change order under one of the following conditions:
  - A. Substitutions are required for compliance with final interpretations of code requirements or insurance regulations.
  - B. Unavailability of specified products, through no fault of the DB entity.
  - C. Subsequent information discloses inability of a specified product to perform properly or to fit in designated space.
  - D. Manufacturer/fabricator refusal to certify or guarantee performance of a specified product as specified.
  - E. When a substitution would be substantially in CDB's best interests.
- .2 **Submittal Requirements.** When requested by CDB the DB entity shall submit complete data demonstrating compliance of the proposed substitution with contract documents:
  - A. An itemized comparison of proposed substitution with product or method specified.
  - B. Data relating to changes in construction schedule, coordination, and other affected contracts.
  - C. Accurate cost data on proposed substitution in comparison with product or method specified.
  - D. Statement by the A/E that they have reviewed the proposed substitution and that, in their professional opinion, it meets all requirements of the contract.
- .3 **Representations.** In making a request for substitution, the DB entity represents that:
  - A. The proposed product is equal or superior to that specified.
  - B. It will provide an equal or superior guarantee for the substitution as was specified.
  - C. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete.
  - D. It will pay all additional costs and expenses for CDB and any other contractors affected.

## **01 26 00 CONTRACT MODIFICATION PROCEDURES**

- .1 **Right to Make Changes.**
  - 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 DB entity. Upon approval of such request by CDB, the DB entity will prepare 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 DB entity shall prepare a price proposal for the specified changes in the work upon approval by CDB of a request for change.
- 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 DB entity 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 DB entity’s proposal.
    - 1) DB entity and subcontractors may add 18% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of \$100 is allowed on work performed by their firm.
    - 2) The DB entity or subcontractor may add 6% or a minimum fee of \$50 to the cost of work performed by all lower tier subcontractors.
    - 3) Use CDB’s change order forms, available from the Reference Library on the CDB website.
- .3 Review and Acceptance.** The DB entity's proposal including all subcontractors' proposals will be reviewed by the 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. 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, including any change orders that exceed \$50,000 if the project value is less than \$500,000.

- .4 Commencement of Changed Work.** The DB entity shall not proceed with any changed work until a written change order is issued. However, the DB entity may proceed upon the receipt of a written authorization prior to the execution of the change order in accordance with the established levels of authority in Paragraph 01 26 00.3.
- .5 CDB May Not Proceed.** CDB reserves the right not to proceed with a proposed change.
- .6 Time Extensions.** The DB entity may request a time extension if a change order or the aggregate of the change orders impact the critical items on the current construction schedule. Time 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 DB entity 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 DB entity shall submit a schedule of values for approval by CDB. This schedule of values is a itemized breakdown of the cost of the work. The schedule of values shall be submitted at least fourteen calendar days prior to the first application for payment. The DB entity shall:
  - A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization, CDB construction administration fee.
  - B. Itemize fees for design services and design phase reimbursables (such as soil testing, etc.)
  - C. Itemize by separate line item, the cost for work specified in each section of the project manual. Identify the work of the DB entity's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.
  - D. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.
  - E. The sum of all items listed in the schedule should equal the contract amount.
  - F. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$10,000, unless otherwise approved by CDB and break down large amounts into increments that can be measured between pay periods.
  - G. Identify work performed by MBE/FBE subcontractors and suppliers.
  - H. Identify materials and equipment manufactured by Illinois manufacturers. Contractors should provide the total value of Illinois products on the Contractor's Schedule of Values (CSV) in the space provided. The individual items included in the total should be identified by putting (IL) in front of their descriptions on the CSV.
  - I. Revise to indicate any changes in the contract amount of subcontractors or suppliers not for change orders.
- .2 Stored Material.** Any future payment for stored materials will be limited to those materials listed in the schedule of values.

### **01 29 76 PROGRESS PAYMENT PROCEDURES**

- .1 Progress Payments.** CDB may make periodic payments for portions of the work as determined by CDB. Applications for progress payments shall include:
  - A. Invoice-Voucher
  - B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)
  - C. Waiver(s) of Lien, on CDB forms
    - 1) Subcontractor and/or Supplier
    - 2) Prime Contractor
  - D. Warranties and Guarantees (if applicable)
  - E. Stored Material Log (SML Form) (if applicable): (See also [01 29 76.3](#))
    - 1) Contractor evidence of title to such materials and equipment;
    - 2) Certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage for the stored materials; and

- .2 Construction Administration Fee.** The DB entity shall include the amount of the construction administration fee on the schedule of values (Form CSV) and all contractor's affidavit and sworn statement (CASS) forms.
- A. **Initial Payment Request.** The full amount of the construction administration fee shall be invoiced by the DB entity on the initial payment request. This sum shall not be subject to retention.
  - B. **Deadline for Payment.** Prior to approval of the second payment request and no later than twenty (20) calendar days from the invoice-voucher date (Block No. 5) of the initial payment request, the DB entity 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.
- .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.
  - B. The DB entity 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 DB entity.
  - D. The DB entity shall suitably insure the materials and equipment. The DB entity shall submit a certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage.
  - E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier by executing the SML.
- .4 Lien Waivers.**
- A. **Partial Lien Waivers.** Each payment application shall be accompanied by the DB entity's partial waiver, and by partial waivers from all subcontractors and suppliers, including design professionals who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form.
  - B. **Final Lien Waivers.** The DB entity's request for final payment shall include final lien waivers, on CDB forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The DB entity shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than \$10,000 unless otherwise requested by CDB.
- .5 Payments to Subcontractors and Suppliers.** The DB entity shall pay each subcontractor and supplier promptly upon receipt of payment from CDB an amount equal to the percentage of total contract completion allowed to the DB entity on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Prompt Payment Act (30 ILCS 540, 74 IAC 900) requires payment to subcontractors and suppliers within fifteen calendar days of receipt.
- A. The DB entity shall require that all subcontractors make similar payments to their subcontractors and suppliers.

- B. CDB may furnish to any subcontractor or supplier information regarding the percentage of work completed which was used as the basis for payment or the amount of payment for work by such subcontractors or suppliers.
  - C. Any reduction of line item retention issued by CDB shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances upon the DB entity's request, the CDB may release all retention to subcontractors whose work may have been completed during the early stages of a project. The DB entity 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 DB entity. This provision shall not relieve the DB entity 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 DB entity 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 DB entity or for other causes related to nonperformance.
- .8 Withholding of Payments.**
- A. CDB may withhold payments in whole or in part, if it reasonably determines that:
    - 1) The DB entity's work is not progressing in accordance with the most current approved construction schedule.
    - 2) The work is not being performed in accordance with the contract documents.
    - 3) The DB entity is failing to comply with any provisions of the contract.
    - 4) The DB entity or a subcontractor is under investigation by the Illinois Department of Labor for possible failure to pay prevailing wage benefits in accordance with the contract documents.
  - B. Whenever CDB receives notice, pursuant to Illinois lien laws, in writing, of a claim of money due from the DB entity to any subcontractor, supplier, workers or employees for performance of work CDB may withhold the amount of such claim from the DB entity provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workers or employees nor as enlarging or altering the application or effect of existing lien laws.
  - C. CDB will notify the DB entity in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.
- .9 Payment Set Off.** When a DB entity is liable to CDB for money in connection with a project the DB entity has performed for CDB, CDB shall have the right to deduct money owed CDB from funds owing to the DB entity for any of its CDB projects, in accord with the State Comptroller Act, (15 ILCS 405/10.05).
- .10 Assignment of Contract/Claims.** CDB shall not be bound by any assignment by the DB entity to third parties of moneys due or to become due or of any other claims it may have under its contract, except where CDB consents in writing to be so bound.
- .11 Final Payment.** Upon acceptance of all work by CDB in accordance with the Article on final completion, the remaining balance of the contract sum will be paid upon presentation of:
- A. Certificate of Final Acceptance;

- B. Invoice-voucher;
- C. Contractor's Affidavit and Sworn Statement (CASS Form);
- D. 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) DB entity in full amount of its contract as reflected on the CASS form;
  - 2) Subcontractor(s)/Supplier(s) in the full amount of their contracts as reflected on the CASS form;
- F. Stored Material Log (SML Form) (if applicable);
- G. Warranties and Guarantees for punch list items;
- H. Certification of Operating and Training Instruction (if applicable); and
- I. As-built (record) drawings and O & M Manuals.

**01 31 20 PROJECT MEETINGS**

**01 31 21 GENERAL REQUIREMENTS.**

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

**01 31 22 PRECONSTRUCTION CONFERENCES.**

- .1 Before work commences on this contract, a conference will be conducted by the CDB to acquaint the DB entity with CDB policies and procedures that are to be observed during the execution of the work and to develop mutual understanding relative to the administration of the contract. In addition, a separate conference will be held prior to the beginning of on-site construction. The DB entity and major subcontractors shall attend these meetings at no additional cost to the CDB.
- .2 CDB will schedule the initial meeting within seven (7) calendar days after notice of award. Attendance will include CDB, DB entity representatives, the A/E, Using Agency and major subcontractors.

**01 31 23 PROGRESS AND PAYMENT MEETINGS**

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

**01 31 24 COORDINATION MEETINGS.**

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

**01 31 25 NINE-MONTH INSPECTIONS.**

CDB and the User will conduct a warranty inspection nine months after project completion. The DB entity will be notified if attendance is necessary and of warranty work remaining.

**01 32 00 CONSTRUCTION PROGRESS SCHEDULES**

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

- .2 The DB entity shall, within fifteen days after Authorization to Proceed, prepare and submit to the CDB PM for approval three copies of a practicable schedule showing the order in which the DB entity proposes to perform the work, and the dates on which the DB entity contemplates starting and completing the several salient features of the work. The work shall be scheduled so that, upon the start of design and construction, work progresses in a continuous and diligent manner. A schedule which does not reflect steady and reasonable progress throughout the design and construction period will be rejected.
  - A. The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the RFP. The Critical Path Schedule shall be submitted in a computer-generated format.
  - B. The master schedule and project schedule(s) shall show start dates and end dates for all stages of the work.
  - C. The schedule and all updates shall be plotted in color.
  - D. The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Design phases, permits, submittal and approval of shop drawings and samples and delivery dates of critical material or equipment, construction activities, commissioning, and close-out shall be included in the master project schedule.
    - 1) Each activity shall be a discrete item of work with a duration not to exceed 15 days.
    - 2) Each activity will be listed with the following information: Activity number, Activity description, duration (days), early/late start, early/late finish, total float, calendar dates, contractor/subcontractor responsible.
    - 3) The schedule will show the order and interactivity of the work elements.
    - 4) The schedule must clearly indicate the critical path.
  - E. Additionally, the DB entity is to provide a project plan in Microsoft Project-2000 most current version or the project management software specified in the RFP, to define work tasks and track progress. At least five days prior to work initiation, the DB entity is to provide the CDB PM hardcopy and a formatted diskette copy or e-mail file copy of the plan. Additionally, the plan is to have a cost per task field for each task – this is commonly called line item cost. Design costs shall also be detailed. No work is to start without written approval from the CDB PM that the plan is approved.
- .3 **Updates.** The schedule shall be updated weekly, biweekly, or monthly as requested by the PM and include actual dates of completed tasks compared to scheduled dates.
  - A. The schedule shall be presented and discussed at each progress/pay meeting.
  - B. A three-week look-ahead schedule shall be submitted weekly to the PM and discussed at the progress meeting. This schedule shall be based on the Master Schedule and expand on it, as appropriate.
  - C. Updated plans and schedules (hardcopy and formatted diskette or e-mail file copy) showing work progress shall be provided by the contractor on a weekly basis at the beginning of the work week, unless otherwise directed by the CDB PM. If there are possible deviations from the original plan, those are to be noted and approved by the CDB before work changes are implemented.
  - D. The schedule shall be submitted to the CDB in the number of copies as directed prior to start of construction.
  - E. **Reports.** The DB entity shall report in writing on a weekly basis any problem areas; current and anticipated delay factors and their impact; any corrective action taken or planned and the effect of changes in the schedules.
- .4 **Failure to Schedule.** Payment may be denied by CDB for the failure to submit and maintain a proper schedule.

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

## **01 35 00 SAFETY AND SECURITY**

- .1 Compliance with Regulations.** All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials, shall comply with the applicable requirements of 29 CFR 1910/1926 and IDPH rules (as applicable). Work involving the disturbance or dismantling of asbestos or asbestos-containing materials; the demolition of structures containing asbestos; and/or disposal and removal of asbestos, shall also comply with the requirement of 40 CFR, Part 61, Subparts A and B. and IDPH rules (as applicable). All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply. CDB's guidelines for asbestos, lead, PCBs and other hazardous materials are available in the Design and Construction Manual in the CDB Reference Library at <http://www.cdb.state.il.us>.
- .2 DB Entity Responsibility.** The DB entity shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The CDB shall not be held liable for any action on the part of the DB entity, his employees or subcontractors, which result in illness, injury or death.
- .3 Inspections, Tests and Reports.** The required inspections, tests and reports made by the DB entity, subcontractors, specially trained technicians, equipment manufacturers and other as required, shall be at the DB entity's expense.
- .4 Materials and Equipment.** Special facilities, devices, equipment, clothing and similar items used by the DB entity in the execution of work shall comply with applicable regulations.

### **01 35 23 FIRE SAFETY**

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

### **01 35 24 INTERIM LIFE SAFETY MEASURES**

- .1** The DB entity shall be responsible, as it may relate to its work, for preserving the fire safety integrity of existing facilities which are occupied during construction. 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 DB entity shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.
- .2** The DB entity shall protect the work, stored materials, and construction equipment from theft and vandalism. At Using Agency occupied sites, the DB entity shall protect the Using Agency's operations from theft, vandalism or damage from the DB entity's work.

- .3 Site security shall commence upon initial mobilization of the work and be maintained until final acceptance of the project.
- .4 Additional requirements for site security may be listed herein and in the RFP.

#### **01 35 54 SITE SECURITY AT SECURE INSTITUTIONS**

- .1 This article applies when specified in the RFP and the work will be performed at a security institution.
- .2 The DB entity 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 DB entity 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 DB entity may move on site a trailer or shed for a temporary office or for tool storage. All tools taken in shall be listed in a manifest with copies provided to institution security personnel. All tools shall be accounted for at the close of each day. All changes to the tool inventory shall be addressed by changing the institution manifest. The DB entity is responsible for the proper storage of tools within the institution and all broken tools shall be reported. The tool shed provided by the DB entity 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 DB entity and only under the supervision of authorized institution personnel. Trucks will be immediately loaded or unloaded by the DB entity and removed. Heavy equipment left within the institution at night shall be securely locked and every precaution taken to prevent them from being started.
- .7 Workers shall not talk to, signal, whistle or in any way attract the attention of any 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 DB entity 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 the RFP.

#### **01 40 00 QUALITY REQUIREMENTS**

##### **01 43 10 MATERIALS AND WORKMANSHIP**

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



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

#### 01 45 10 QUALITY CONTROL

- .1 **General.** In addition to the requirements of Section 01 40 00, the DB entity shall comply with any quality control provisions specified in the RFP. If the DB entity fails to submit an acceptable quality control plan within 45 days of ATP, or other period of time specified in the RFP, the CDB PM may refuse to allow construction to start if an acceptable interim plan is not furnished or withhold funds from progress payments in accordance with SD-DB clause 01 29 76.8 "Withholding of Payments", until such time as the DB entity submits an acceptable final plan.
- .2 **Acceptance.** CDB will review the quality control plan. The DB entity shall make such changes and additions as necessary for clarity and completeness as requested by the CDB. Acceptance of the DB entity's plan is predicated on satisfactory performance during construction. Acceptance is conditional and the CDB reserves the right to require the DB entity to make changes in quality control plans, personnel, and operations to correct deficiencies to assure contract compliance.
- .3 **Changes.** When the DB entity proposes changes in the quality control plan or implementation during construction, the CDB PM shall be notified in writing. The DB entity shall not implement changes prior to acceptance in writing by the CDB PM.

#### 01 45 16 INSPECTION AND TESTING

- .1 **General.** The work will be subject to inspection and testing by CDB or the Using Agency at all reasonable times and at all places. All such inspections and testing will be conducted in such manner as not to unreasonably delay the work or increase the cost of performance. The DB entity 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 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 DB entity shall give the CDB timely notice of the work's readiness for inspection. If inspection is to be made by a third party (e.g. IDPH), the DB entity shall promptly notify the CDB of the date and time fixed for such inspection.
- .3 **Uncovering of Work.** Work covered without consent of CDB shall, upon CDB's request, be uncovered for examination and recovered at the DB entity's expense. Work covered with the consent of the CDB shall, upon CDB's request, be uncovered for examination. If such work is found to be in accordance with the contract, the contract sum and contract time will be increased in accordance with these documents. The uncovering and recovering shall be at the DB entity's expense if such work is found not in accordance with the contract.
- .4 **Correction of Work.** Without additional compensation, the DB entity shall promptly correct all work rejected as defective or as failing to conform to the contract documents unless CDB agrees to accept such work with an appropriate reduction in the contract sum. If the DB entity does not promptly correct rejected work, CDB may repair or replace such work in accordance with its right to carry out the work as specified herein.

#### 01 45 23 CONSTRUCTION TESTS

- .1 The DB entity will, unless CDB has specified otherwise in the RFP, contract and pay for construction tests.
- .2 The employment of a testing firm by CDB does not relieve the DB entity's obligation to perform work in accord with the contract.
  - A. Testing may be waived on certain products when they are produced by qualified plants accepted by the Illinois Department of Transportation.

- B. Notify CDB in advance of operations to allow for scheduling of tests. The testing firm will obtain written acknowledgment of each inspection or test from the DB entity and shall promptly notify CDB and the DB entity of deficiencies in the work.
- C. The testing firm is not authorized to alter contract requirements, approve or reject any portion of work, or perform any duties of the DB entity.
- D. The DB entity shall:
  - 1) Cooperate with laboratory personnel; provide access to work, and manufacturer's operations; provide samples of materials to be tested, copies of mill test reports, and verification of compliance with contract requirements for materials and equipment; and furnish labor and facilities to provide access to work, to obtain and handle samples, to facilitate inspections and tests, and for a laboratory's exclusive use for storage and curing of test samples.
  - 2) Correct work which is defective or which fails to conform to the contract documents. Corrective work shall not delay the project schedule or the work of other contractors. Pay all costs of retesting when test results indicate a noncompliance with contract requirements.
  - 3) Patch all surfaces and areas disturbed by testing operations.

## **01 50 00 TEMPORARY FACILITIES AND CONTROLS**

### **01 51 00 TEMPORARY UTILITIES**

Refer to the RFP for all temporary utilities requirements.

### **01 52 00 FIELD OFFICES**

- .1 Field Offices.** The DB entity shall provide and maintain field offices for its staff 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 the DB entity, the Using Agency, and CDB. Two reserved parking spaces shall be allocated convenient to the offices for CDB.
- .2** The field office(s) 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.
- .3** Locate all field offices as shown on the drawings or approved by CDB and the Using Agency. 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**

The DB entity is responsible for providing and maintaining all the construction aids required for the work. CDB's review and approval is required for any aids, such as enclosures or barriers that may damage other work. The DB entity 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:** DB entity 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 in the RFP or as approved by CDB.

- .2 **Existing Pavements:** Existing streets, drives, and parking areas may be used for construction traffic only if specified in the RFP or 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:** DB entity shall provide and maintain equipment traffic control and protective devices to expedite the work. Comply with IDOT regulations for public roads and construction sites.
- .4 Additional or modified requirements may be listed in the RFP.

## **01 56 00 BARRIERS AND ENCLOSURES**

Refer to the RFP for barriers and enclosure requirements.

## **01 56 39 TREE AND PLANT PROTECTION**

- .1 The DB entity shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The DB entity shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.
- .2 Additional requirements may be noted in the RFP.

## **01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS**

- .1 The DB entity provides controls over environmental conditions at the construction site and maintain until final acceptance.
- .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 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 CDB and have primary responsibility for 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 When specified in the RFP, DB entity shall provide and maintain a project identification sign. The RFP 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 DB entity shall not introduce these products into his work. 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.** The DB entity shall provide and maintain storage, protection and security for stored materials and equipment on and off the site. The DB entity shall comply with manufacturers' recommendations. For user occupied facilities, storage shall be where authorized by 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.
- .2 Provide shoring, bracing and support. Protect other portions of the project, and provide protection from elements.
- .3 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 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 Leave all areas broom clean at close of construction each day.
- .4 Clean interior areas prior to start of surface finishing. Maintain to protect new finishes.

## **01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

- .1 At the end of each workday, the DB entity shall clean up the work and storage areas and stack all materials in a manner approved by the CDB PM or his/her designated representative. Upon completion of the project, the DB entity shall insure that all dirt, trash, and debris resulting from the construction operations are removed from the work area. Unless directed otherwise in the RFP or by the CDB PM, disposal or debris shall be made at the DB entity's expense and shall be delivered to a state approved disposal site. Debris shall not be left in such a manner that wind or other weather conditions can cause the debris to be scattered outside the work area.
- .2 The hauling and disposal of excess fill material including rock, gravel, sod, broken concrete or asphalt, plaster, etc., shall be the responsibility of the DB entity. Disposal shall be in accordance with applicable state and local regulations.

## **01 74 23 FINAL CLEANING**

- .1 At completion of work, or when directed by the CDB, remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
- .2 Clean and repair all exposed surfaces including windows. The work is to be left clean and ready for occupancy. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean all exposed concrete and paved surfaces. Mop all hard surface flooring. Vacuum clean all carpet.
- .3 Replace air handling filters if units were operated during construction. Vacuum clean ducts, blowers and coils.
- .4 Maintain until project or designated portion is accepted by CDB.

## **01 75 00 STARTING OF SYSTEMS/COMMISSIONING**

- .1 The DB entity shall conduct a thorough and systematic performance test of each element and total system in the presence of the A/E 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.
- .2 At CDB's discretion, or as described in the RFP, DB entity will coordinate systems start-up/commissioning with bridging A/E, Commissioning Agent, or other outside entity.

## **01 77 00 CLOSEOUT PROCEDURES**

- .1 When DB entity considers work complete, and after building commissioning and training, submit written notice that the work is complete. Include all submittals required for completion: record of user training and commissioning, certification that all adjustments to materials, equipment or systems as a result of building commissioning are complete, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule. Submit notice at least 7 calendar days prior to the date requested for the Final Completion inspection.
- .2 The DB entity will conduct a pre-final completion inspection in the presence of the CDB PM prior to the date scheduled for Final Completion.
- .3 Prior to the final completion inspection, the DB entity will prepare a final completion package that contains:
  - A. certificate of final completion;
  - B. date of final completion;
  - C. date and time Using Agency will take occupancy of the project;
  - D. Project Record Documents

- E. Certificates of inspection for elevators, boilers, plumbing, and systems which require local government inspection.
  - F. Copies of paid utility bills.
  - G. Asbestos abatement compliance records.
  - H. Warranties.
  - I. responsibilities of Using Agency and DB entity for insurance; utility payments; operation and maintenance of mechanical, electrical and other systems; maintenance and cleaning; and security.
- .4 Licensed Architectural and/or Engineering personnel and the CDB PM, in the presence of the DB entity and the Designer of Record, shall perform the Final Inspection and any discrepancies noted shall be corrected within the time specified by the CDB PM.
  - .5 Perform final cleaning.
  - .6 Remove all tools, construction equipment and surplus materials.
  - .7 The Using Agency will occupy the project or designated portions under provisions stated in the certificate of Final Acceptance.
  - .8 **Acceptance.** Acceptance will not bar claims of CDB under the warranty Article contained herein.

## **01 78 00 CLOSEOUT SUBMITTALS**

### **01 78 23 OPERATING AND MAINTENANCE MANUALS**

- .1 Compile product data related to the maintenance and operation of products and equipment provided under the contract. Provide O & M information as shown below and as specified in the RFP. Each manual shall include a typewritten table of contents for each volume, arranged in project manual order. For each product, include the name, address and telephone number of subcontractor, maintenance contractor, and parts vendor. Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams. Include a copy of each warranty, bond, and service contract. Submit two copies of each manual.
- .2 **For Materials and Finishes.** 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 and each (sub-)contractor's coordination drawings with color-coded piping diagrams and charts of valve tag numbers, with location and function of each valve.
- .4 **For Electric and Electronic Systems.** Provide circuit directories of panel boards and color-coded wiring diagrams.

## 01 78 36 WARRANTIES AND BONDS

- .1 General.** The DB entity warrants that all work provided under the contract will be in conformance with the contract and free from defects in workmanship, materials, and equipment for a period of one year or such longer period as may be specified in the contract documents, except as provided below. Warranty time periods shall commence with the date of CDB acceptance of the certificate of final completion. If the CDB takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date that the CDB takes possession.
- .2 Extended Warranties.** The DB entity warrants that its workmanship, materials and equipment for those building systems subject to seasonal loads will be in conformance with the contract and free from defects for a period of two years, commencing with the date of the certificate of final completion. This includes, but is not limited to, heating, ventilating, air conditioning, temperature control and test and balance work, or other work as specified in the RFP.
- .3 Nine Month Inspection.** The DB entity will assist CDB and the Using Agency with an inspection of the project work nine months after Final Acceptance. Any defects or non-conforming work noted shall be corrected per paragraph .5 below.
- .4 Latent Defects.** On demand by CDB at any time within the ten year period following final acceptance, if applicable, the DB entity shall promptly repair or replace all defective or non-conforming work resulting from, or constituting, latent defects, fraud, fraudulent concealment or gross negligence. CDB or the Using Agency will give timely notice of such defects.
- .5 Prompt Repair.** Upon notice from CDB or the Using Agency of such defects or non-conforming work, the DB entity 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 DB entity shall provide all labor, material and equipment to promptly repair or replace the defective or non-conforming work. The repair shall include all adjacent work not necessarily provided by the DB entity but damaged as a result of such defects or non-conforming work or as a result of remedying them. If the DB entity does not promptly repair or replace defective or non-conforming work, CDB may repair or replace such work and charge the cost thereof to the DB entity. Work which is repaired or replaced by the DB entity shall be inspected and shall be warranted by the DB entity in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.
- .6 Commercial Warranties.** The DB entity shall deliver all commercial warranties received from manufacturers, executed for the benefit of the Using Agency, prior to final completion but this shall not reduce DB entity's obligations under this Article.
- .7 Other Warranties.** CDB may require the DB entity to furnish other warranties as specified in the Project Manual.
- .8 Submittal.** Assemble executed warranties and bonds as required by the project manual. Send one original signed set, bound with a table of contents, to the CDB PM for submittal to the Using Agency.

## 01 78 39 PROJECT RECORD DOCUMENTS

- .1** Maintain, protect and keep current the following; one copy of contract drawings, project manual(s), addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.
- .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 CDB.

- .4 Record Construction Drawings.** As part of final closeout package, DB entity shall submit to CDB revised contract documents labeled “Record Construction Drawings,” which show all changes reported by the contractor(s), all changes made by change orders or addenda, and any clarifications made by the A/E during construction.
- A. **Application of Professional Seals.** Bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer and/or professional engineer responsible for the document or under whose supervision the document was prepared.
- 1) Each sheet of the drawings shall be sealed in the manner prescribed above.
  - 2) Project manuals shall be sealed by the design professional responsible for the overall coordination of the project. If more than one design professional has responsibility for portions of the work, additional seals may be provided on the cover or on a separate signature sheet immediately following the table of contents.
- B. **Design Firm Registration Number.** The Illinois Department of Professional Regulation requires that all technical submissions prepared by a design firm contain the design firm registration number. This number shall be placed under the firm name on the cover of the project manual and on each sheet of the drawings.
- C. Documents (drawings and specifications) shall be submitted in electronic format (DWG and PDF).
- 1) Use AutoCad, Release 2004 or the most current version for drawings. Use “Pack-N-Go” or “eTransmit” to organize files in the root directory of the CD.
  - 2) Drawing files must be listed before the support files and must appear in the same order as the in the drawing index.
  - 3) Drawing files may be renamed to ensure they appear in the correct order, for instance by adding numerical prefixes to the drawing name, e.g. **001\_G1.dwg**, **002\_C1.dwg**, **003\_A1.dwg**.
  - 4) When using Microstation or other CAD program, convert the drawings and software support files to AutoCad and place all files in the root directory as above. Be sure that all drawings and support files convert fully.
  - 5) Ensure that all drawings and support files on the CD are complete. Support files include fonts, Xrefs, and Image files.
  - 6) Ensure that the drawings, fonts and support files are compatible with AutoCad or a CAD viewer.
  - 7) Appropriate Professional Seals (No Signature) are required on all sheets of the electronic Record Drawings with seals of all disciplines on the cover sheet.
  - 8) PDF Version: In addition to the DWG version noted above, provide an additional PDF version of all drawings. Organized in the same drawing index order in a single PDF file.
  - 9) Project Manual: Submit entire project manual, cover to cover, including all addenda, in a single PDF file.
  - 10) The CD shall be accompanied by the Record Drawing Certification and Signature form. Each professional who seals the drawings must also sign and seal this form.
  - 11) CDB may reject the record drawings for any of the following reasons:
    - a. There is no A/E seal on the documents. Note that each sheet of the drawings must bear a legible seal that can be reproduced.



- b. The drawing index is incomplete and/or has not been updated to list new or revised sheets.
  - c. The cover sheet does not include building inventory numbers.
  - d. The "Revisions" section of the title block on each sheet does not note the words "Record Drawings" and/or the date of the submission.
  - e. The reproduction quality is poor. If line work and/or lettering is too light or of poor quality or there is too much background the documents may be rejected.
  - f. The lettering does not meet CDB standard 3/32" minimum height requirement.
  - g. The documents contain improper sheet numbers or are in improper numbering sequence.
  - h. The documents submitted are incomplete.
- 12) DB entity will provide CDB PM with one set of record drawings on CD for CDB and one set of record drawings on CD or diskette for Using Agency central office; a black line print paper copy may also be required for the Using Agency. Verify requirements with the CDB PM.
- 13) For asbestos abatement projects and projects that included asbestos abatement, the DBB entity shall complete an Asbestos Abatement Project Summary Report and forward it to the CDB PM on CD. The report format can be found in the Project Manual Workbook for Asbestos, Lead, UST and PCB (Appendix 5 of the DCM on the website). Reports not on CD will not be accepted. Supplemental Sampling Report shall be submitted on CD for any sampling done as part of the project.

**.5 Submittal.** At end of project, deliver record documents, including as-built drawings, to the CDB PM. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.

## **01 79 00 TRAINING**

- .1** 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.
- .2** Complete all training a minimum of 60 days prior to the scheduled date of Final Acceptance.
- .3** If unable to complete training 60 days prior to Final Acceptance, DB entity must request, in writing, a waiver of this requirement from CDB, explaining why it is unable to do so.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 11 01 – Supplement to SDC-DB**

The Standard Documents for Construction for Design-Build Projects are hereby changed. The following articles replace those in the August 2007 edition. All other articles remain applicable. **General revision: any reference to “MBE/FBE” shall mean “MBE/WBE/PBE/VBE”.**

**00 21 16 INSTRUCTIONS TO OFFERORS**

**.3 Subcontractors and Suppliers**

C. **Subcontract/Supplier Disclosure.** The DB entity shall submit with his/her bid the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number), if known, of all first tier subcontractors and suppliers with a subcontract value greater than \$100,000 to be utilized by the DB entity in the performance of this contract and any lower tier subcontractor/supplier with a subcontract value greater than \$100,000 and where the subcontractor/supplier is either named in the specifications or is one over whom the DB entity retains the right to approve and/or make payments for work. The subcontract shall include reference for compliance with Illinois Procurement Code (30 ILCS500/20-120). Financial and Conflict of Interest disclosures and standard certifications for each subcontractor over \$100,000 must be submitted to CDB by the contractor within 20 days off the execution of a contract with CDB or 20 days of the execution of the subcontract, whichever is later. The DB entity shall promptly notify the State in writing of any additional or substitute subcontractors meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and CDB ID nos.). Upon request by the CPO, the DB entity shall provide CDB a copy of each subcontractor’s subcontract. No work can be performed by these subcontractors until the Certifications and Disclosures have been reviewed and approved by the State Purchasing Officer.

**00 21 40 CONTRACT ADMINISTRATION FEE**

**.1 Applicability.** Each Submitter may be assessed a contract administration fee (CAF) as set forth in the RFP documents. The Submitter shall be solely responsible for taking into account the CAF when preparing its proposal.

**00 21 55 USE OF ILLINOIS LABOR**

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

- .2 The DB entity is required to incorporate the above provisions into all subcontracts for subcontractors who will have workers at the project site.
- .3 To verify that this requirement is being met, the DB entity must submit Certified Payroll forms for themselves and their subcontractors each month for the duration of the contract/subcontract.
  - A. The Certified Payroll form(s) must include the name and address of each worker on the project site during the time period covered by the form.
  - B. For subcontractors, the DB entity will include the beginning and ending dates of the subcontract on the Certified Payroll form.
  - C. If Certified Payroll forms are not submitted timely, payment may be reduced or withheld until Certified Payroll submittals are brought up to date.

**00 43 30 BUY ILLINOIS PROGRAM**

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

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

- .1 **Certification.** CDB will only accept Minority, Women, Persons with Disabilities, and Veteran Business Enterprise (MBE/WBE/PBE/VBE) firms certified by the State of Illinois Commission on Equity and Inclusion (CEI). The MBE/WBE/PBE/VBE’s certification with CEI shall be in good

standing prior to the bid opening date.

- .2 Designated Projects.** CDB may designate projects with "MBE/WBE/PBE/VBE participation goals." See the request for proposals for applicable goals for first and second tier (level) subcontractors and supplier MBE/WBE/PBE/VBE participation.
- .3 Proposal.** Each offeror shall name, on the proposal, utilization plan, the minority, women, persons with disabilities, and veteran owned businesses it intends to use to meet the specified goals. If no eligible participation is listed on the utilization plan, then the bidder must submit documentation of its good faith efforts to achieve the goals with its proposal or the proposal will be considered non-responsive. If eligible participation is included on the utilization plan, but the specified goals are not met, within ten (10) calendar days from the date of notification, the offeror shall: (1) cure the deficiency in the bid by adding participation to meet the goals, or (2) request a waiver of the specified goals including documentation of its good faith efforts to achieve the goals.
- .4 MBE/WBE/PBE/VBE Offeror.** If the DB entity is a minority, woman, person with disability or veteran owned business then the DB entity shall indicate the work proposed to be done with own forces on the utilization plan. CDB encourages MBE/WBE/PBE/VBE prime bidders to use MBE/WBE/PBE/VBE subcontractors/suppliers.
- .5 Joint Venture.** If the offeror is a joint venture, the MBE/WBE/PBE/VBE joint venture may be used to meet the MBE/WBE/PBE/VBE goal for the contract, consistent with the provisions of subsection .11(G).
- .6 Phase 1.** The DB entity will submit a list of proposed firms to be utilized to meet the MBE/WBE/PBE/VBE goals, together with the work to be done and approximate contract amount.
- .7 Phase 2.** The DB entity will submit CDB's MBE/WBE/PBE/VBE Subcontractor Supplier Certification form for each MBE/WBE/PBE/VBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals.
  - A. The Certification form must be signed by the MBE/WBE/PBE/VBE firm.
  - B. Completion of the MBE/WBE/PBE/VBE Subcontractor Supplier Certification form is not required if the DB entity is an MBE/WBE/PBE/VBE firm. MBE/WBE/PBE/VBE prime contractors are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers.
- .8 Subcontracts.** Subcontracting of work to a lower tier non-MBE/WBE/PBE/VBE firm which would reduce the proceeds received by the subcontracting MBE/WBE/PBE/VBE firm below the specified goal is prohibited. CDB may, in such cases, reject the bid or terminate the contract.
- .9 Request for Assistance.** If the DB entity needs assistance in locating subcontractors or suppliers to meet the goals, the DB entity shall contact CDB's Fair Employment Practices Unit (FEP) both prior to the submittal, and, if applicable, during the 10-day cure period.

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

- A. All information indicating why the specified goal cannot be met.
- B. A list of all MBE/WBE/PBE/VBE firms the offeror has used in the current and prior fiscal years, if available. The fiscal year is from July 1 until June 30.
- C. A list of all certified MBE/WBE/PBE/VBE firms eligible to perform the work, if available. To be eligible to perform the work, a firm must be certified by CEI.
- D. A clear determination that the number of certified MBE/WBE/PBE/VBE firms eligible to perform the work is insufficient to ensure adequate competition, if available.
- E. Demonstrated proof that the MBE/WBE/PBE/VBE firms' prices were excessive or unreasonable, if available.
- F. A list of all MBE/WBE/PBE/VBE firms contacted and the dates they were contacted, including documentation from those firms. Documentation shall include, when applicable:
  - 1) A log of telephone contacts including date and time of call, telephone number, name of person called, and the outcome of the call;
  - 2) Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.
- G. Copies of all bid solicitation letters or electronic email correspondence to MBE/WBE/PBE/VBE firms. Letters shall contain, at a minimum:
  - 1) Project title and location;
  - 2) Classification of work items for which quotations are requested;
  - 3) Date, time, and place quotations are due; and
  - 4) Returnable acknowledgment of the solicitation.
- H. All other evidence of good faith efforts made by the DB entity to secure eligible MBE/WBE/PBE/VBE firms to meet the specified goal including documentation that demonstrates the following:
  - 1) A reasonable number of MBE/WBE/PBE/VBE firms were contacted.
  - 2) The work selected by the DB entity for allocation to MBE/WBE/PBE/VBE firms was

selected in order to increase the likelihood of achieving the specified goal, if available.

- 3) The DB entity negotiated, in good faith, with the potential MBE/WBE/PBE/VBE 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, if available.
  - 4) The MBE/WBE/PBE/VBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities, if available.
  - 5) The DB entity engaged with FEP for assistance in its efforts to achieve the specified participation.
  - 6) The DB entity attended the CDB pre-bid meeting for the project.
- I. All actions taken to solicit MBE/WBE/PBE/VBE firms both before and after the submittal date.
  - J. A revised utilization plan, if MBE/WBE/PBE/VBE participation increases during the 10-day cure period but goals are not met.
  - K. Other relevant information in support of the waiver request.

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

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

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

**.13 Work to be Completed by Certified Firms.** To be credited towards goals for Minority

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

- A. The entire amount of contractual work performed by an MBE, WBE, PBE, or VBE's own forces will be credited towards MBE/WBE/PBE/VBE goals, including the cost of supplies, materials, and equipment obtained by the MBE, WBE, PBE, or VBE for this work (except supplies and equipment the MBE/WBE/PBE/VBE obtains from the prime contractor or its affiliate).
- B. The entire amount of fees or commissions charged by an MBE/WBE/PBE/VBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services will be credited towards MBE/WBE/PBE/VBE goals provided such fees are reasonable and not excessive as compared to fees customarily allowed for similar services. Services for materials and supplies are defined in Section 00 43 39.14 and are not considered to be professional, technical, consultant, or managerial services.
- C. Work subcontracted by an MBE/WBE/PBE/VBE to another firm will not be credited towards goals unless the subcontractor performing the work is also certified by CEI as an MBE/WBE/PBE/VBE. Work that an MBE/WBE/PBE/VBE subcontracts to a firm not certified as an MBE/WBE/PBE/VBE does not count toward the goal. For example, if an MBE firm has a subcontract to perform \$100,000 worth of work and subcontracts \$10,000 of that work to a non-MBE firm, only the \$90,000 worth of work performed by the MBE firm will be credited toward the goal.
- D. If a firm is not certified as an MBE/WBE/PBE/VBE at the time of the bid opening, the firm's participation will not be counted toward any goals.
- E. The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- F. The participation of an MBE/WBE/PBE/VBE subcontractor will not be counted toward the DB entity's final compliance with its MBE/WBE/PBE/VBE obligations on a contract until the amount being counted has actually been paid to the MBE/WBE/PBE/VBE.
- G. When an MBE/WBE/PBE/VBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/WBE/PBE/VBE performs with its own forces may be counted toward MBE/WBE/PBE/VBE goals.

**.14 Commercially Useful Function.** Expenditures to an MBE/WBE/PBE/VBE will only be credited towards MBE/WBE/PBE/VBE goals if the MBE/WBE/PBE/VBE performs a commercially useful function on that contract. An MBE/WBE/PBE/VBE performs a commercially useful function when it is responsible for execution of the work of the contract

and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE/PBE/VBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for the material itself.

- A. Factors to be used in determining whether an MBE/WBE/PBE/VBE is performing a commercially useful function include, but are not limited to, the amount of the work subcontracted, industry practices, and whether the amount the firm is paid is commensurate with the work it is performing and the MBE/WBE/PBE/VBE credit claimed for its performance of the work.
- B. An MBE/WBE/PBE/VBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/WBE/PBE/VBE participation. In determining whether an MBE/WBE/PBE/VBE is such an extra participant, similar transactions, particularly those in which MBE/WBE/PBE/VBEs do not participate, will be examined.
- C. If an MBE/WBE/PBE/VBE does not perform at least 30 percent of the total cost of its contract with its own work force, or the MBE/WBE/PBE/VBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice for the type of work involved, a presumption will arise that the MBE/WBE/PBE/VBE is not performing a commercially useful function. An MBE/WBE/PBE/VBE firm may present evidence to CDB to rebut this presumption. The MBE/WBE/PBE/VBE must provide such evidence to rebut the presumption within seven (7) business days of being notified that the presumption will be applied.
- D. A DB entity that is an MBE/WBE/PBE/VBE will still be required to meet the goals required on the contract. In determining whether the MBE/WBE/PBE/VBE DB entity has met the goal, the work the MBE/WBE/PBE/VBE DB entity actually performs with its own forces will be credited, as well as work performed by MBE/WBE/PBE/VBE subcontractors or suppliers, consistent with the terms of Section 00 43 39.
- E. A DB entity's efforts to exercise Good Faith Efforts by providing assistance in advance of the submittal to an MBE/WBE/PBE/VBE firm in making purchases, obtaining bonding, obtaining credit, or providing equipment will not invalidate the commercially useful function of an MBE/WBE/PBE/VBE, provided that the MBE/WBE/PBE/VBE has otherwise performed a commercially useful function consistent with the terms of Section 00 43 39. Credit will only be given for work performed by, purchases made by, and equipment obtained by the MBE/WBE/PBE/VBE, consistent with the terms of Section 00 43 39. A DB entity's efforts to assist the MBE/WBE/PBE/VBE will not be credited.

**.15 Trucking Company.** To be credited towards MBE/WBE/PBE/VBE goals, a trucking company or major construction equipment rental (MCER) must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract,



and there cannot be a contrived arrangement for the purpose of meeting MBE/WBE/PBE/VBE goals.

- A. The MBE/WBE/PBE/VBE must itself own and operate at least one fully licensed, insured, and operational truck or major construction equipment unit (MCEU) used on the contract.
- B. The entire value of transportation services an MBE/WBE/PBE/VBE provides on the contract using trucks or MCEUs it owns, insures, and operates using drivers it employs will be credited towards MBE/WBE/PBE/VBE goals.
- C. If an MBE/WBE/PBE/VBE leases trucks or MCEUs from another MBE/WBE/PBE/VBE, the entire value of the services provided by the lessee will be credited.
- D. If an MBE/WBE/PBE/VBE leases trucks or MCEUs from a company that is not an MBE/WBE/PBE/VBE, the total value of transportation services provided by the lessee is not to exceed the value of transportation services provided by MBE/WBE/PBE/VBE owned trucks or MCEUs on the contract.
- E. For purposes of this section, a lease must indicate that the MBE/WBE/PBE/VBE has exclusive use of and control over the truck(s) or MCEU(s). This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE/PBE/VBE, so long as the lease gives the MBE/WBE/PBE/VBE absolute priority for the leased truck(s) or MCEU(s). Leased trucks and MCEUs must display the name and identification number of the MBE/WBE/PBE/VBE.
- F. The MBE/WBE/PBE/VBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE/WBE/PBE/VBE goals.

## **.16 Materials and Supplies**

- A. Credit towards goals will be given for materials purchased from an MBE/WBE/PBE/VBE supplier or manufacturer that is certified by CEI.
- B. For purposes of this section, a manufacturer is a firm that operates and maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
- C. For the purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - 1) A supplier must be an established, regular business that engages as its principal business and under its own name, in the purchase and sale or lease of the products in

question.

- 2) A person may be a supplier in such bulk items as steel, cement, gravel, stone, petroleum products, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph C if the person both owns and operated distribution equipment for the products. Any supplementing of a supplier's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- 3) Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions are not suppliers within the meaning of this section.

#### **00 43 44 ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE**

- .1 Apprenticeship Goal.** The goal of the Illinois Works Jobs Program Act Apprenticeship Initiative is that, for projects estimated to cost \$500,000 or more, apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. See Section 00 43 44 of the project manual for applicable apprenticeship goals.
- .2 Illinois Works Budget Supplement.** The DB Entity shall submit a completed Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement within ten (10) calendar days after CDB's issuance of the Authorization to Proceed. The Budget Supplement shall contain a complete and thorough estimate of all the labor hours to be performed by the DB entity and all of its subcontractors for the project, broken down by prevailing wage category. The Budget Supplement shall be used in determining the appropriate number of hours to be performed by apprentices.
- .3 Reporting Requirements.** The DB entity shall submit monthly reports of its hourly workforce utilization including all apprenticeship hours to CDB's Fair Employment Practices Unit on Illinois Works Apprenticeship Initiative Reporting Forms.
- .4 Reduction or Waiver of Goal.** If, at any point during the project, the DB entity determines that it may not meet the apprenticeship goal for any prevailing wage classification, the DB entity shall submit a request for a reduction or waiver of that particular goal, indicating why the goal may not be met. The DB entity shall include all documentation supporting the request. The request for a reduction or waiver of the goal shall be reviewed pursuant to 30 ILCS 559/20-20(b).
- .5 Certification of Completion.** Upon completion of the work set forth in the contract, the DB entity shall submit a certification demonstrating that it has met the 10% apprenticeship goal or received a reduction or waiver of the 10% apprenticeship goal for each prevailing wage classification.

#### **00 45 00 CERTIFICATIONS OF COMPLIANCE WITH APPLICABLE LAWS**

- .12 Delinquent Debt.** The DB Entity certifies, by submitting a bid or offer, that it or any affiliate

is not delinquent in the payment of any debt to the State, or if it or any affiliate is delinquent, the debt delinquency must be cured within 7 calendar days by satisfying the entire debt; entering into a deferred payment plan to pay off the debt, subject to the Comptroller's ability to process the payment; or must be actively disputing or seeking resolution of the debt. The DB Entity acknowledges that the CPO may declare this contract void if this certification is false. 30 ILCS 500/50-60.

- .14 Recertification.** If the contract extends over multiple years, vendor and its subcontractors shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, of any changes that affect its ability to meet the requirements for being awarded a contract under Article 50 of the Illinois Procurement Code. Failure to do so may result in voiding the contract by operation of law or rendering the contract voidable at the option of the State without additional compensation. Violations of certain provisions may also be deemed a civil or criminal offense. If a vendor or subcontractor continues to meet all the requirements of the Illinois Procurement Code, it shall not be required to submit any certification.
- .15 Illinois Works Jobs Program Act Apprenticeship Initiative.** The DB entity will comply with the Illinois Works Jobs Program Apprenticeship Initiative (30 ILCS 559/20-20(a)(2)).

## **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 proposal;
  - B. Reject any or all proposals;
  - C. Waive technical deficiencies and irregularities;
  - D. Allow offeror to remedy technical deficiencies or irregularities within a stated time;
  - E. Rescind any notice of award if CDB determines the notice of award was issued in error;
  - F. Rescind any notice of award when it is in the best interest of the State; or
  - G. Reissue any RFP.
- .2 Proposal Rejection.**
- A. Proposals will be rejected for the following material deficiencies:
    - 1) Failure of any of the following to be prequalified with CDB prior to the deadline for submittal of Phase 1 proposals (Article 00 21 05) or being determined non-responsible after the deadline for Phase 1 proposals: the individual members of the DB entity; all design professionals and other entities as defined in Section 30-30 of the Illinois

Procurement Code to which any work may be subcontracted during the performance of the contract; all entities that will perform any of the 5 subdivisions of work defined in Section 30-30 of the Illinois Procurement Code; and any other team members of the DB entity identified in the RFP as requiring CDB prequalification.

- 2) Submission of a proposal late (Paragraph 00 51 10.1).
  - 3) 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 41 10.3).
  - 4) Deletion of original signatures to the extent that an intent to be bound by the bid is not apparent.
  - 5) Failure to attend a mandatory pre-bid meeting.
  - 6) Bids not in substantial conformance with the request for proposal and whose non-conformance is determined to be material and unresponsive.
  - 7) Failure to submit Bidder Disclosure(s) form and Certifications with the proposal, when the offeror is not registered with the Illinois Procurement Gateway (IPG).
  - 8) Failure to be registered with the State Board of Elections, prior to deadline to for submittal of Phase 1 proposals, when applicable.
  - 9) Failure to submit documentation of the offeror's good faith efforts to meet applicable MBE/WBE/PBE/VBE goals at time of bid when no eligible participation is listed on the utilization plan.
  - 10) Any other material deficiency specifically identified in the request for proposal.
- B. Failure to remedy the following technical deficiencies with seven (7) calendar days after the bid opening shall result in rejection of the bid. These technical deficiencies are:
- 1) Failure to use a revised proposal form when proposal forms have been changed by amendment.
  - 2) Failure to acknowledge an amendment, or failure to incorporate amendment changes into the proposal.
  - 3) Failure to provide USDOL Apprenticeship and Training Certification for offerors and all known subcontractors in conformance with Section 30-22 of the Illinois Procurement Code (30 ILCS 500/30-22).
  - 4) Failure to submit offeror's Certificate of Registration in an approved apprenticeship and training program.

- 5) Failure to supply subcontractor and/or supplier names and Taxpayer Identification Numbers as required on Document 00 41 01.
- 6) Submission of a bid bond not on CDB's form (Paragraphs 00 43 13.1 and 00 43 13.2).
- 7) Submission of a bid security in a form other than a bid bond, certified check, cashier's check or bank draft (Paragraph 00 43 13.1).
- 8) Omission of the signature of the officer of the surety or any other required signatures except the signature in Paragraph 00 51 20.2.A.5, submission of those signatures in pencil or submission of a non-original signature.
- 9) Replacement of a bid security from an unacceptable surety with one from a surety acceptable to CDB (Paragraph 00 43 13.4).
- 10) Failure to furnish and/or complete the 00 41 04 Form (Illinois Department of Human Rights (DHR) Form PC-2).
- 11) Failure to submit a signed affidavit stating that the offeror will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.
- 12) Failure to submit Certificate of Registration with State Board of Elections in accord with 30 ILCS 500/20-160.
- 13) Failure to submit Disclosure of Business Operations with Government of Iran form in accord with 30 ILCS 500/50-36.
- 14) Any other technical deficiency specifically identified in the project bid documents.

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

- 1) When applicable, failure to submit a revised utilization plan, documenting achievement of goals.
- 2) When applicable, failure to submit documentation acceptable by CDB of good faith efforts to meet MBE/WBE/PBE/VBE goals.

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

E. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not

acceptable and, unless rescinded, the bid shall be rejected.

## **00 51 28 MBE/WBE/PBE/VBE BUSINESS CERTIFICATION, POST AWARD REQUIREMENTS**

- .1 Post Award Submittal.** See Article 00 51 40. The contract awardee shall submit CDB's MBE/WBE/PBE/VBE Subcontractor Supplier Certification Form, Document 00665 (available in the Reference Library on CDB's website), for each of the MBE/WBE/PBE/VBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as specified on the request for proposals and in Section 01 11 00 of the project manual. The form must be signed by the MBE/WBE/PBE/VBE subcontractor or supplier and shall be submitted to CDB's FEP Unit. Completion of the 00665 form is not required if the DB entity is an MBE, WBE, PBE, or VBE firm. MBE/WBE/PBE/VBE prime contractors are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers. If goals are split (separate MBE, WBE, PBE, and VBE goals), then and MBE, WBE, PBE, or VBE firm must supply 00665 forms for the subcontractor firm(s) utilized to meet the MBE, WBE, PBE, or VBE goal, respectively.
- .2 Listed Firms.** The 00665 certification form shall be completed and submitted for each MBE/WBE/PBE/VBE firm listed on the utilization plan.
- .3 Compliance.** The MBE/WBE/PBE/VBE participation goal dollar value is based upon the total contract sum (including any awarded deviations). The participation goal percentage amount(s) shall meet or exceed the goal(s) as specified on the bid form (and in Section 01 11 00 of the project manual), or in an approved change/waiver request (refer to Article 00 43 39 herein).
- .4 Voluntary Participation.** DB entities are encouraged to utilize MBE/WBE/PBE/VBE subcontractors/suppliers for those projects that are not designated for MBE/WBE/PBE/VBE participation and complete the 00665 certification form for each MBE/WBE/PBE/VBE firm. MBE/WBE/PBE/VBE subcontractors/suppliers may be added at any time during the project.
- .5 Subcontracts/Supplier Agreements.** Copies of subcontracts or supplier agreements (to correspond with each 00665 form) are required to be submitted within ten (10) calendar days of the Notice of Award.

## **00 51 40 POST AWARD REQUIREMENTS**

- .2 Submittals.** Within ten (10) calendar days from the date of the notice of award letter, the DB entity shall furnish, on CDB forms, the following:
  - A. Contract executed by the DB entity;
  - B. Performance Bond;
  - C. Labor and Material Payment Bond;
  - D. Certificates of Insurance;

- E. Builder's Risk Insurance Policy;
- F. MBE/WBE/PBE/VBE Subcontractor Supplier Certifications, Form 00665 and MBE/WBE/PBE/VBE Subcontractor/Supplier agreements (if applicable);
- G. Completed Substance Abuse Prevention Certification form and DB entity's substance abuse plan (if applicable);
- H. DHR PC-2 accepted by FEP Technician;
- I. Project Labor Agreement signature sheets for the DB entity and known Subcontractors (if applicable); and

#### **00 72 10 TIME**

- .4 Approval Authority.** Changes in contract time are subject to approval at or above the CDB Regional Manager level.

#### **00 72 25 CDB - RIGHTS AND RESPONSIBILITIES**

##### **.4 Right to Terminate the Contract for Cause.**

- A. CDB may terminate the DB entity's right to proceed with the work if the DB entity fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract documents.
- B. In such case, CDB will give the DB entity 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 DB entity and its surety.
- C. The DB entity shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the DB entity shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which CDB has paid, wherever stored, without the written consent of CDB. Any material stored off-site, and which have been paid for by CDB, shall be immediately delivered to CDB or its 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 DB entity'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 DB entity (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which CDB has paid the DB entity but which are stored elsewhere, and finish the work by selecting the most advantageous method identified in the Illinois Procurement Code or in other relevant procurement laws and administrative rules. In such case the DB entity shall not be entitled to receive any further payment until the work is finished. If CDB's expenses in completing the work exceed the unpaid balance of the contract sum, the DB entity and/or the surety shall pay the difference to CDB.

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

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

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

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

## **00 73 17 BONDS, GENERAL**

**.1 Requirements.** The DB entity shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, in accordance with the Public Construction Bond Act (30 ILCS 550). Each bond shall be in the full amount of the contract on forms provided by CDB and



executed by a surety acceptable to CDB.

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

- A. Has a current financial strength of at least “A-” as rated by A.M. Best Company, Inc., Moody’s Investor Service, Standard & Poor’s Corporation, or similar rating agency (30 ILCS 550/1); and a current Best's financial class of at least “V”.
- B. Is duly licensed in the state of Illinois by the Department of Insurance (30 ILCS 550/1) and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

#### **01 29 73.1 SCHEDULE OF VALUES**

- G. Provide CDB prequalification/registration ID numbers on the CSV form for subcontractors/suppliers described in 00 21 50.2C.
- H. Identify work performed by MBE/WBE/PBE/VBE subcontractors and suppliers on the CSV form.
- I. Revise and resubmit CSV for approval if any substitution or replacement of subcontractors or suppliers occurs.
- J. Revise and resubmit CSV for approval if any change in the contract amount of subcontractors or suppliers other than a change resulting from a change order occurs.

#### **01 29 76 PROGRESS PAYMENT PROCEDURES**

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

- A. **Initial Payment Request.** The full amount of the contract administration fee shall be invoiced by the DB entity on the initial payment request. This sum shall not be subject to retention.
- B. **Deadline for Payment.** Prior to approval of the second payment request and no later than twenty (20) calendar days from the invoice-voucher date (Block No. 5) of the initial payment request, the DB entity shall direct to the fiscal section of CDB, a check or money order made payable to CDB in the amount of the contract administration fee.

**.5 Payments to Subcontractors and Suppliers.**

- D. Subcontractors (as described in 00 21 16.3(C) who have not obtained a CDB ID number and/or have not submitted the required Disclosures and Certifications may have their payment

amounts withheld by CDB in addition to any other remedy provided by this contract or by law. No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the State Purchasing Officer.

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

### **01 77 00.3 CLOSEOUT PROCEDURES**

- J. Certification of Compliance with the Illinois Works Jobs Program Act Apprenticeship Initiative.