

Project Management Training for 2023

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CDB Review Checklist – 50% - 75%

Project Manual Workbook for Asbestos, Lead, UST and PCB

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Centralized Fee Negotiation Professional Services and Fee Handbook (CFN)

CDB Abbreviations/Acronyms

**PROJECT
MANAGEMENT
TRAINING
FOR
ARCHITECTS
& ENGINEERS**



June 2023

A/E Training Guide

Design & Construction Manual (DCM)

Standard Documents for Construction (SDC)

Multiple Choice Test

Seminar Evaluation Form

TRAINING MATERIALS

AGENDA

CDB Overview

A/E Selection

Professional Services Agreement

Fee Negotiation

Project Requirements in DCM

DCM Design Phase, Articles 1-9

DCM Bidding and Construction Phases, Article 10-23

SDC CDB, A/E and Contractor Rights and Responsibilities

Available Training Videos

Test



CDB Overview

Agency Information



Capital
Development
Board
Building a Better Illinois

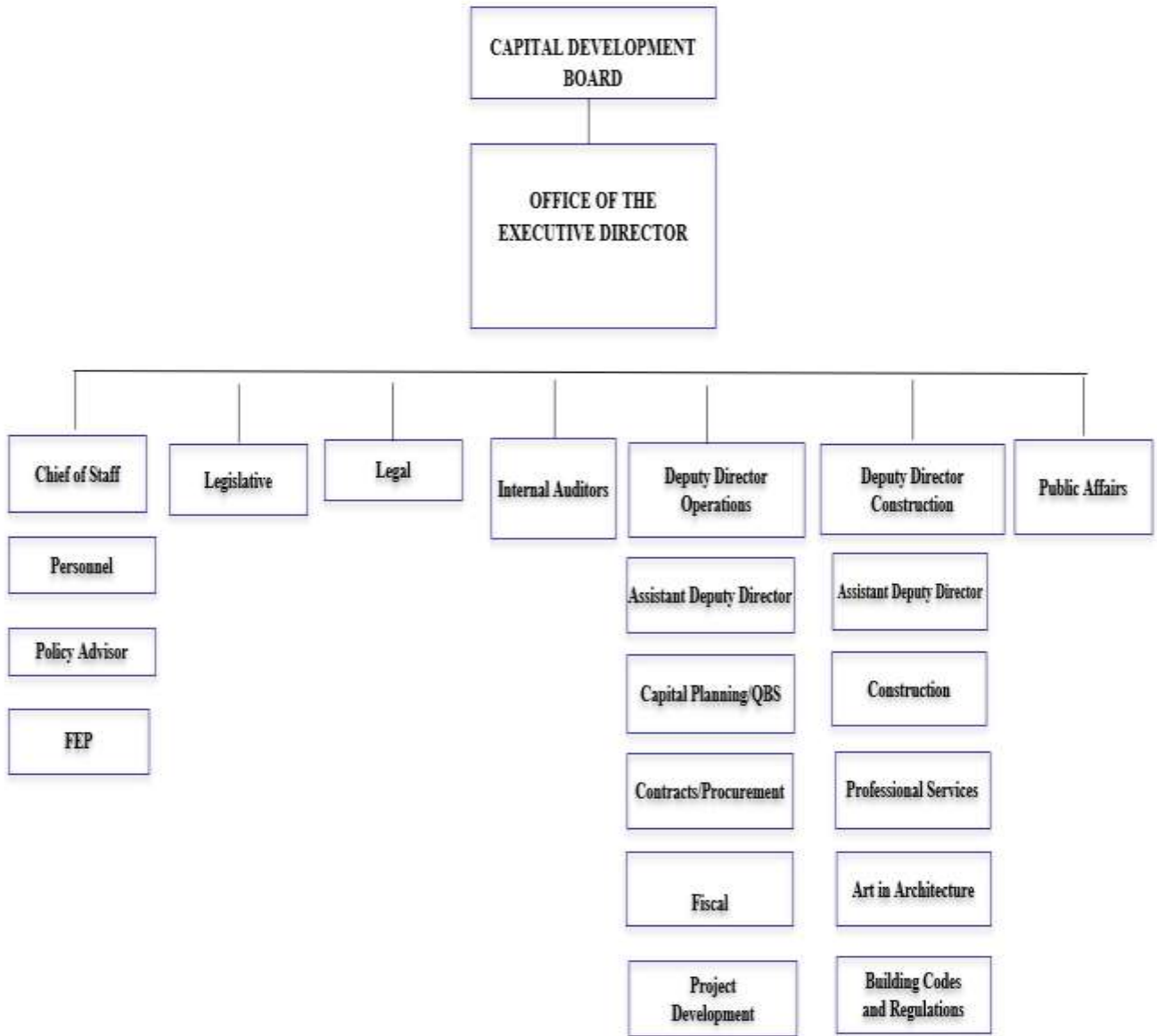
- **CDB has supported the State of Illinois since 1972.**
- **Oversees construction for:**
 - **Correctional centers**
 - **College and university buildings**
 - **Mental health hospitals**
 - **State parks**
- **Responsible for over 8,770 state-owned buildings.**
- **Projects are generally appropriated and approved by the Legislature, Governor's Office and Governor's Office of Management and Budget (GOMB).**

Agency Mission

- Efficiently manage the vertical construction projects and capital planning in Illinois for State Agencies and Higher Education Institutions
- Ensure that quality capital projects are delivered on schedule and on budget
- Provide a fair and inclusive environment to support diversity efforts in the design and construction industries



CDB Organizational Structure



CDB Construction Staff

CONSTRUCTION

DEPUTY DIRECTOR: Lisa Hennigh

ADMINISTRATOR: Tim Patrick

ADMINISTRATIVE ASSISTANT: Vacant

Region 2
 James Cockrell
 Regional Manager
Springfield Office
 David Ealey
 Stetzen Fleming
 Shelly Gresham - AA
 Medeny Guy
 Peter Jerszynski
 Pam Kruger - PT
 Chris MacGibbon
 Heather Oxley
 Drew Stephenson
 Jacob Teagarden
 Dan Troglio

Dixon Office

Jason Wiseman

Ottawa Office

Vacant

Macomb Office

Vacant



CHICAGO OFFICE

Region 1

Vacant

Regional Manager

Chicago Office

Abraham Allen - PT

Darnell Barnes

Mark Jones

Nia Jones

Michael Kieplisch

Natasha McDade

Leonard McGee

Kelth Moore

Blanca Rivera

Nicole Scott

Charla Travis

China Uwanomodo Acting RM

Penny Varnana

Kenneth Watkins

Allison White

Emiljo Zgonjanin

Loves Park Office

Vacant

Region 3

Vacant

Regional Manager

Springfield Office

Craig Butler

Jeff Coshick - PT

Josh Hansel

Daniel Johnson

Crystal Kitchen

Roger Kuhl

Matt McHenry

Jerry Norris

Patrick Randle

Alexis Robison -PT

Robert Stowell

Carbondale Office

Marci Boudet

Michael McGuire

Luke Montgomery

Edwardsville Office

Mark Hendricks Acting RM

Ashlie Shaffer

BWS REVISED 6/7/2023

1Region 123 6/7/2023

CDB Advisory Council

- Representatives from Design & Construction organizations
- Meets quarterly with CDB Staff
- Discuss proposed policy, upcoming legislation and issues of mutual interest
- Help to formulate policies and procedures

Operating Legislation

Procurement Code 30 ILCS 500)

- Multiple Manufacturers listed in Design
- Multiple prime contractors
- Single Prime
- Design Build
- Construction Management
- Prequalification
- Certifications and Disclosures
- Steel Products Procurement Act

Prevailing Wage

Other acts passed by the Legislature

Operating Legislation

- 90% IL Labor
- IL Office when unemployment in IL exceeds 10%
- Certified Payroll
- Apprenticeship and Training requirement
- Delinquent Debt - over \$1,000 owed to IL
- Ethics Legislation

e-Builder Implementation Update

What is eBuilder?

- e-Builder is the Project Management tool CDB we be using to manage projects.

When we use eBuilder and how will it be incorporated:

- We will use eBuilder throughout the entirety of the project lifespan.
- We have started using eBuilder for some processes and will continue to add processes for CDB and our Vendors to use as they are built.

e-Builder Professional Services Bulletin

Beginning with PSB 287 CDB began a Pilot to test e-Builder for publication of the PSB as well as receipt of 330 submittals.

- PSB 287 contained 3 projects and 1 advertisement was withdrawn.
- Issues experienced with receipt of 330 submittals in 1st cycle.
- We have now published and received submittals on every PSB for the last 6 cycles via e-Builder.

Front End documents should be carefully reviewed every month to verify if there have been any changes from previous volumes.

e-Builder Look Ahead

Illinois Works Jobs Program Act Apprenticeship Initiative

The Apprenticeship Initiative goal generally applies to CDB projects with an estimated total project cost of \$500,000 or more.

Goal is that apprentices perform, for each prevailing wage classification, either 10% of the total hours actually worked or 10% of the estimated hours for the project, whichever is less .

Requirements for the program have been incorporated into CDB's advertisement and contract documents .

Illinois Works Apprenticeship Initiative: Requirements

A Budget Supplement with the estimated hours for each prevailing wage classification is required within 10 calendar days after ATP (contractors) or with insurance (A/Es).

Monthly reports with the actual hours worked, including apprenticeship hours, are submitted to CDB's FEP Unit.

Waivers or reductions of the goals may be requested at any time, and DCEO determines whether those are granted.

Certification of compliance is required at final completion (contractors) or close-out (A/Es).

Design Contracts

A/E fills out ILW Budget Supplement and sends to Contract Executive

- This occurs whether or not ILW applies to the project.



If ILW applies to the project, A/E must submit monthly reporting to FEP Compliance Tech and ILW Admin.

- If ILW does not apply, nothing else must be submitted.
- A waiver can be submitted at any time and should include a letter from the local union.



Upon project completion, A/E must submit a Certification of Completion along with Final CSV

A/E Selection



A/E Selection

STEP #1

GET PREQUALIFIED

A/E Selection Process

- Legislature Approves Project
- GOMB Releases Funds
- Qualification Based Selection
 - Full QBS
 - Non-QBS Selections





CDB Advertises Project in PSB



Capital
Development
Board
Building a Better World



**Capital
Development
Board**
Building a Better Illinois

**PROFESSIONAL
SERVICES BULLETIN**
Volume 302
June 2023

PSB

BULLETIN SCHEDULE
(except otherwise noted)

Submittals for projects appearing in this Professional Services Bulletin are due by **11:30 a.m., June 16, 2023.**

The projects from this bulletin are scheduled to be presented at the September 12, 2023, Board Meeting, unless otherwise indicated.

NOTICE TO RECIPIENTS: Please read carefully and follow all rules and instructions in this document.

REMINDER: You can access the 330 Form (REV 01/2023) in the reference library section of the CDB website. Use only this version of the form for submittal.

Posted to website May 26, 2023.

Board Meeting results can be found on the CDB website September 13, 2023.

<http://www2.illinois.gov/cdb>

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**CDB 330
ARCHITECT-ENGINEER
QUALIFICATIONS**

1a. PROJECT NUMBER	1b. PSB #
--------------------	-----------

1c. PROJECT TITLE

PART I - GENERAL QUALIFICATIONS

2a. FIRM (or Branch Office) NAME		3. YEAR ESTABLISHED	4a. CDB PREQUALIFICATION #
2b. STREET		4b. CDB PREQUAL EXPIRATION	5. OWNERSHIP a. TYPE
2c. CITY	2d. STATE	2e. ZIP CODE	
6a. POINT OF CONTACT NAME AND TITLE		7. NAME OF FIRM (if Block 2a is a Branch Office)	
6b. TELEPHONE NUMBER	6c. E-MAIL ADDRESS		
6d. ILLINOIS PROCUREMENT GATEWAY # (if applicable)	6e. IPG EXPIRE		
8a. FORMER FIRM NAME(S) (if any)		8b. YEAR ESTABLISHED	8c. FORMER CDB PREQUAL #

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Number Index (see below)
		(1) FIRM	(2) BRANCH			
Other Employees						
Total		0	0			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)	PROFESSIONAL SERVICES REVENUE INDEX NUMBER 1. Less than \$100,000 2. \$100,000 to less than \$250,000 3. \$250,000 to less than \$500,000 4. \$500,000 to less than \$1 million 5. \$1 million to less than \$2 million 6. \$2 million to less than \$5million 7. \$5 million to less than \$10million 8. \$10 million to less than \$25 million 9. \$25 million to less than \$50 million 10. \$50 million or greater
a. State Work	
b. Non-State Work	
c. Total Work	

A/E Selection Process

- QBS Staff Completes Administrative Reviews of Submittals
- CDB Staff Pre-Screens Submittals
- A/E Selection Committee Ranks 3 firms in Order of Preference
- CDB Board Approves Recommendations



A/E Selection Process

- Non-QBS Selections
 - Small Contracts
 - Emergencies
 - Best Interest of the State (BIoS)



Professional Service Agreement (PSA)



Professional Service Agreement (PSA)

State of Illinois
CAPITAL DEVELOPMENT BOARD

PROFESSIONAL SERVICES AGREEMENT

Project Number
Contract Number
Total Contract Amount
Professional Liability
Insurance Amount

AGREEMENT,

Made this day of .

Between the

CAPITAL DEVELOPMENT BOARD

of the

STATE OF ILLINOIS ("CDB")

And

Principal Office and

Place of Business Located at

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s)

For the use and benefit of

Hereinafter referred to as the
("Using Agency" or "User")

CDB 414-9-9

APPENDIX A

A/E NAME:

CDB PROJECT NO:

CONSTRUCTION BUDGET: \$

CONTRACT NO:

DESIGN BUDGET: \$

A	Basic Services Fee		
B	Additional Services		
C	Const. Administration Fee, CAF		
	Total Items A, B, C		
D	Overhead & Profit Multiplier (Items B & E)	2.6	
E	On-Site Representative Reim		
F	Reimbursable Expenses		

	1	Print Bid Documents in excess of \$		
	2			
	3			
	4			
	5			
	6			
		Total Item F:		

PROJECT SCHEDULE

PA	
DD	
50% Design	
100% Design	
Bid Document Release	
Prime Bid	
A/E Substantial Completion	
A/E Final Acceptance	
A/E Contract Completion Date	

BASIC SERVICES FEE PAYMENT SCHEDULE

Program Analysis	11%	
Schematic Design	9%	
Design Development	13%	
Bid Documents	34%	
Bid Phase	4%	
Construction Phase	22%	
Construction Close-out	7%	

ATTACHMENT A-1

Appendix A Clarifications

CDB Project 987-654-321

Contract 66-5555-10

A.	Additional Services Total:	\$3,000.00
	1. For historical survey	\$2,000.00
	2. For special presentation to historical preservation agency (if needed)	\$1,000.00

Attachment A1 -M1 Appendix A Clarifications

Compensation negotiated according to procedures set forth in the CDB Centralized Fee Negotiation Handbook, dated March 2009. Group Classification: 2R

Reference Item A. Basic Services:

The Basic Services fee provides for the design services necessary to accomplish the scope of work defined for this project. Other expenses such as Additional Services, CDB - CAF, On-site Representative Reimbursable Allowance and Reimbursable Expenses, if applicable, are separately described. All are summarized in Appendix A and some further explained below.

Reference Item B. Additional Services:

- N/A

Reference Item E. On-Site Representative:

The on-site representative allowance indicated is for budget purposes only. CDB will pay the actual DWE of the representative times the multiplier indicated. A/E to provide resume of each proposed representative and evidence of their DWE to the CDB PM prior to the Construction Phase of the project. CDB shall provide written acceptance or rejection of the proposed representative.

A/E to monitor the on-site compensation budget and may request (in writing) additional on-site compensation funds from the CDB PM in the event a shortfall is anticipated. Such request shall not be made prior to expending 90% of the compensation budget.

A/E is required to provide 2 General and 2 MEP visits per month as a part of the basic services.

Reference Item F. Reimbursable Expenses:

. Renderings - \$10,000 allotment for renderings to be created at the request of XXX and the CDB PM.

Reference Project Schedule:

Any reference to 95% or 100% construction documents shall be interpreted to mean complete construction documents but which have not yet been given final review and approval by CDB and the Using Agency and are not yet signed, sealed and released for construction. The Contract Ending Date is the date that the A/E contract will terminate.

ATTACHMENT A-1

Appendix A Clarifications

CDB Project 987-654-321

Contract 66-5555-10

- | | |
|--|-------------------|
| A. Additional Services Total: | \$3,000.00 |
| 1. For historical survey | \$2,000.00 |
| 2. For special presentation to historical preservation agency (if needed) | \$1,000.00 |

APPENDIX B

A/E'S SUBCONTRACTORS/CONSULTANTS

In compliance with Paragraph 2.7 of this agreement, the A/E submits the following list of proposed subcontractors/consultants to be employed on this project. No changes to this list are to be made without prior approval of CDB Administrator of Contract Administration.

If consultants are not employed on this project please indicate so by inserting the word "None" below.

Subcontractor/Consultant Name & Address	Discipline	Subcontractor/Consultant Fee (Approx.)	If Applicable
FEIN	Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN	Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN	Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN	Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native

I. Project Title: _____ Project # _____ Trade: _____

Prime Contractor Name: _____

New Subcontractor: _____ CMS Certification, if applicable: Minority
New Subcontract Amount: _____ Expires: _____ Woman
 Veteran
 PBE

Description of the services/supplies provided: _____

If the subcontractor listed above replaces or changes a current subcontractor's scope:

Original Subcontractor: _____ CMS Certification, if applicable: Minority
Original Subcontract Amount: _____ Expires: _____ Woman
 Veteran
 PBE

Description of the services/supplies provided: _____

If the subcontractor being added or changed is a MBE/WBE/VBE/PBE Firm:

Goal %: Minority = _____ Women = _____ Veteran = _____ PBE = _____
Achieved %: Minority = _____ Women = _____ Veteran = _____ PBE = _____
Waived %: Minority = _____ Women = _____ Veteran = _____ PBE = _____

FEP Signature (If Required): _____ **Date** _____

Please provide a detailed explanation showing good cause for the need to change this subcontractor:

IV. A request to add/change a subcontractor shall be submitted in writing to CDB and shall include the reasons for the request. The contractor shall notify the subcontractor by e-mail, registered or certified mail to the last known address of the subcontractor, and attach a copy of the notice to this form. No contractor shall permit any subcontract to be assigned or transferred or performed by any entity other than the subcontractor listed on the initial approved CSV without the consent of the State Purchasing Officer.

Prime Contractor Signature: _____ **Date:** _____

Telephone Number _____ **Title** _____

CDB Contracts Signature: _____ **Date:** _____

SPO Signature: _____ **Date:** _____

Approved Denied **Comments** _____

STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

APPENDIX C

STANDARD BUSINESS TERMS AND CONDITIONS

1. **AVAILABILITY OF APPROPRIATION; SUFFICIENCY OF FUNDS:** This contract is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this 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 Vendor 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.
2. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section 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 books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
3. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
4. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
5. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
6. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its

destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

7. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
8. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
9. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
10. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
11. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
12. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.
13. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
14. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

15. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
16. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
17. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
18. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

Returning the PSA

CONTRACTUAL REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENT

Each firm must meet the following contractual requirements of the Professional Services Agreement (PSA) when selected to perform design work for CDB. Failure to meet these requirements in a timely manner may result in the revocation of the selection.

A/E Insurance Requirements

Please read Article 5 of the Professional Services Agreement Insurance Requirements and Page 4 of the Professional Services and Fees Handbook.

Insurance certificates must include the following:

- Full name of each insurance company affording coverage - CDB cannot accept group names such as "CNA" or "Chubb"
- The NAIC number for each insurer affording the coverage
- The types of coverage, coverage amount and effective and expiration dates
- A minimum ten (10) day cancellation clause is required.
- The certificate must be signed by the authorized representative of the insurance company.
- CDB Project Number, Contract Number and Project Description
- A statement indicating "CDB and the Illinois Department XXXXXXXX shall be included as additional insured" for Commercial General Liability and Umbrella policies or certificates

Sub-Consultants

- Any sub-consultants listed on Appendix B may not deviate from those provided on the CDB 255-930 Form without written consent from CDB
- To add or change a sub-consultant, please complete a 670 form and return it with the PSA.
- Any sub-consultant with an estimated fee that exceeds \$100,000 will be required to submit Form A/B, Certifications and Standard Terms and Conditions, and a State Board of Election Certificate.

Asbestos

- Personnel performing asbestos or hazardous materials related work must be licensed in their respective area of expertise by the Illinois Department of Public Health.
- Licensing information may be obtained by contacting the Illinois Department of Public Health, Division of Environmental Health at 217/782-5517.

Illinois Works Apprenticeship Budget Supplement Form

- Complete the Budget Supplement form as required by the Illinois Works Jobs Program Act.

Any questions concerning contractual requirements to the Professional Services Agreement should be directed to Melissa Porter 217-782-1777 or melissa.porter@idhsnet.gov.

Rev 03/21/2022

STATE OF ILLINOIS ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE BUDGET SUPPLEMENT FOR PUBLIC WORKS PROJECTS FUNDED BY STATE APPROPRIATED CAPITAL FUNDS


Instructions: Please complete this form and submit it to the Capital Development Board as specified in the contract documents.

Part I. Organization and Project Information

Organization Name <small>(Click or tap here to enter text.)</small>	Contract Number <small>(Click or tap here to enter text.)</small>
Organization's FEIN <small>(Click or tap here to enter text.)</small>	Contract amount <small>(Click or tap here to enter text.)</small>
Project Number <small>(Click or tap here to enter text.)</small>	Title <small>(Click or tap here to enter text.)</small>
Project Description <small>(Click or tap here to enter text.)</small>	
The following will be completed by the Capital Development Board (Organization should complete number 1 below and the remaining parts of the form, as applicable):	
Estimated Total Project Cost <small>(Click or tap here to enter text.)</small>	Estimated Contract Fees <small>(Click or tap here to enter text.)</small>
1. Does the estimated total project cost total \$500,000 or more? <input type="checkbox"/> Yes <input type="checkbox"/> No	

If Yes, please complete the remainder of this supplement form.
If No, please only complete Part I and Part IV of the form. The State Agency funding the construction project must maintain this form in its file.

* For contracts where the estimated total project cost is \$500,000 or more, regardless of the contract amount, the contractor will be required to comply with the Illinois Works Apprenticeship Initiative (86 ILCS 650/20-30 to 20-20) and the applicable administrative rules at 68 ILCS Admin. Code Part 680. The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 12% 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.



DE10MM-01
CERTIFICATE OF LIABILITY INSURANCE
 DATE 08/01/2022
 427.0023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER	INSURER	INSURANCE AFFORDED COVERAGE	NAIC#
INSURER	INSURER	INSURER - Truckers Insurance Company	
INSURER	INSURER	INSURER - Hudson Insurance Group	
INSURER	INSURER		
INSURER	INSURER		

COVERAGE	CERTIFICATE NUMBER	REVISION NUMBER	AMOUNT	COVERAGE PERIOD	COVERAGE TYPE	COVERAGE
A	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000
A	210023	210024	1,000,000	08/01/2022	AGGREGATE	1,000,000
A	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000
A	210023	210024	4,000,000	08/01/2022	AGGREGATE	4,000,000
A	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000
A	210023	210024	1,000,000	08/01/2022	AGGREGATE	1,000,000
A	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000
A	210023	210024	1,000,000	08/01/2022	AGGREGATE	1,000,000
A	210023	210024	1,000,000	08/01/2022	AGGREGATE	1,000,000
A	210023	210024	1,000,000	08/01/2022	AGGREGATE	1,000,000
B	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000
B	210023	210024	2,000,000	08/01/2022	AGGREGATE	2,000,000

CERTIFICATE HOLDER
Capital Development Board
401 S Spring Street, Suite 2
Springfield, IL 62776

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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A/E Fee Negotiations



A/E Fee Negotiation



State of Illinois



Centralized Fee Negotiation
Professional Services and Fees Handbook

March 2009

TABLE E
PROJECT TYPES
NEW CONSTRUCTION CLASSIFICATION

GROUP I	GROUP II	GROUP III
Art Galleries/Exhibit Halls Auditorium/Performance Theater Clean Rooms Communications Building Complex Engineering Projects Developmental Centers Extended Care Facilities Fish Hatcheries Heating/Cooling Plants Hospitals Laboratories (Production & Research) Maximum Security Correctional Facilities Museums Sewage Treatment Facilities	Armories College Classroom Facilities Computer Room/Labs Concession Buildings Convention Facilities Courthouses Day Care Facilities Detention Facilities/Kitchens Cafeterias Dormitories Firing Ranges Floating Docks Gymsnasiums/Recreational Facilities High Voltage Electrical Service/Distribution Laundry Facilities Libraries Medical Office Facilities & Clinics Medium Security Correctional Facilities Office Buildings Police Stations Schools Elementary Secondary Vocational Sight, Hearing, & Physically Impaired Science Labs (Teaching) Shower Buildings Stadiums Transportation Terminals Visitor/Integrative Centers Water Treatment Facilities Water Control Structures Recreational Ponds/Lakes	Apartments Cold Storage Facilities Hangers Parking Structures Single/Repetitive Garages Service Garages Minimum Security Correctional Facilities Shop & Maintenance Buildings Warehouses Pre-Engineered Structures Guard Towers Site work Water Sewers Roads Fences Walks Parking Lots Park Trails Landscaping Signage Playground equipment Single Family Residences Site Lighting Vault Trails Park Shelters Historical Monuments Fuel Storage Tanks Water Towers Feed Piers Boat Ramps

PROJECT TYPES
REMODELING CLASSIFICATION

GROUP I	GROUP II	GROUP III
Historic Restoration Sewage Treatment Facilities Boiler Conversion Physical Plants Steam Distribution	Building Mechanical / Electrical Systems Fire Alarm Systems Emergency Generator/UPS Systems Energy Management Systems Locking Systems Security Systems Water Supply Systems Waste & Vent Systems Cooling Systems Air Handling Systems Laboratories Site Utilities Water Treatment Systems Shower/Toilet Rooms Electric Feeder Cabinets Electric Distribution Systems Elevators	Windows and Doors Roofing Tuckpointing Waterproofing Paving Exterior/Interior Finishes & Trim Asbestos Abatement Lead Abatement UST Removal Intercom Systems Fire Suppression/Sprinkler Systems Carpeting Structures Demolition Re-Tube Boilers ADA/Life Safety Compliance Upgrades

PROJECT CLASSIFICATION

TABLE B
REMODELING PROJECT CLASSIFICATION
BASE FEE COMPENSATION RANGE

CONSTRUCTION COST BUDGET	GROUP 1R		GROUP 2R		GROUP 3R	
	FROM	TO	FROM	TO	FROM	TO
under \$100,000	10.76	16.16	9.92	14.88	8.12	13.92
\$200,000	10.16	15.26	9.21	13.97	7.58	13.00
\$300,000	9.65	14.49	8.80	13.29	7.12	12.21
\$400,000	9.20	13.80	8.34	12.52	6.71	11.51
\$500,000	8.81	13.23	7.96	11.94	6.37	10.92
\$700,000	8.36	12.56	7.50	11.26	5.97	10.23
\$900,000	8.04	12.06	7.18	10.78	5.67	9.73
\$1,000,000	7.83	11.91	7.08	10.62	5.58	9.57
\$1,250,000	7.76	11.66	6.90	10.36	5.43	9.31
\$1,500,000	7.63	11.45	6.76	10.16	5.31	9.10
\$1,750,000	7.50	11.26	6.65	9.99	5.20	8.91
\$2,000,000	7.40	11.12	6.54	9.82	5.10	8.75
\$2,500,000	7.19	10.79	6.34	9.52	4.91	8.43
\$3,000,000	7.02	10.54	6.16	9.24	4.76	8.15
\$5,000,000	6.54	9.82	5.68	8.52	4.33	7.42
\$7,000,000	6.22	9.34	5.36	8.06	4.04	6.93
\$9,000,000	6.04	9.08	5.19	7.79	3.89	6.67
\$10,000,000	6.00	9.02	5.15	7.73	3.85	6.61
\$15,000,000	5.67	8.81	5.04	7.56	3.76	6.45
\$20,000,000	5.74	8.62	4.93	7.41	3.69	6.32
\$25,000,000	5.62	8.44	4.84	7.26	3.63	6.21
\$30,000,000	5.48	8.22	4.72	7.08	3.54	6.07
\$40,000,000	5.21	7.83	4.50	6.76	3.41	5.84
\$50,000,000	4.95	7.43	4.30	6.46	3.25	5.58
\$100,000,000 and over	3.65	5.49	3.22	4.84	2.50	4.29

March 2009

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TABLE C
NEW CONSTRUCTION PROJECT CLASSIFICATION
BASE FEE COMPENSATION RANGE

CONSTRUCTION COST BUDGET	GROUP 1N		GROUP 2N		GROUP 3N	
	FROM	TO	FROM	TO	FROM	TO
under \$100,000	10.50	15.89	9.75	14.63	7.99	13.70
\$200,000	9.99	14.98	9.15	13.73	7.46	12.78
\$300,000	9.48	14.22	8.54	12.96	6.99	11.99
\$400,000	9.03	13.55	8.19	12.29	6.59	11.30
\$500,000	8.65	12.99	7.80	11.72	6.26	10.72
\$700,000	8.21	12.33	7.36	11.06	5.86	10.05
\$900,000	7.89	11.85	7.05	10.59	5.57	9.55
\$1,000,000	7.79	11.69	6.95	10.43	5.48	9.40
\$1,250,000	7.62	11.44	6.77	10.17	5.33	9.14
\$1,500,000	7.49	11.25	6.64	9.98	5.21	8.94
\$1,750,000	7.36	11.06	6.53	9.81	5.10	8.74
\$2,000,000	7.27	10.91	6.42	9.64	5.01	8.59
\$2,500,000	7.06	10.60	6.22	9.34	4.83	8.27
\$3,000,000	6.89	10.35	6.04	9.08	4.67	8.00
\$5,000,000	6.42	9.64	5.57	8.37	4.25	7.29
\$7,000,000	6.11	9.17	5.27	7.91	3.97	6.80
\$9,000,000	5.94	8.92	5.09	7.65	3.82	6.55
\$10,000,000	5.90	8.86	5.05	7.59	3.78	6.48
\$15,000,000	5.76	8.66	4.94	7.42	3.69	6.33
\$20,000,000	5.64	8.48	4.84	7.28	3.62	6.20
\$25,000,000	5.52	8.28	4.75	7.13	3.56	6.10
\$30,000,000	5.37	8.07	4.63	6.95	3.48	5.96
\$40,000,000	5.12	7.68	4.42	6.64	3.34	5.73
\$50,000,000	4.86	7.30	4.22	6.34	3.19	5.48
\$100,000,000 and over	3.59	5.39	3.16	4.74	2.46	4.21

March 2009

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PROJECT CLASSIFICATION

DCM

**Part of A/E
Professional
Services
Agreement**



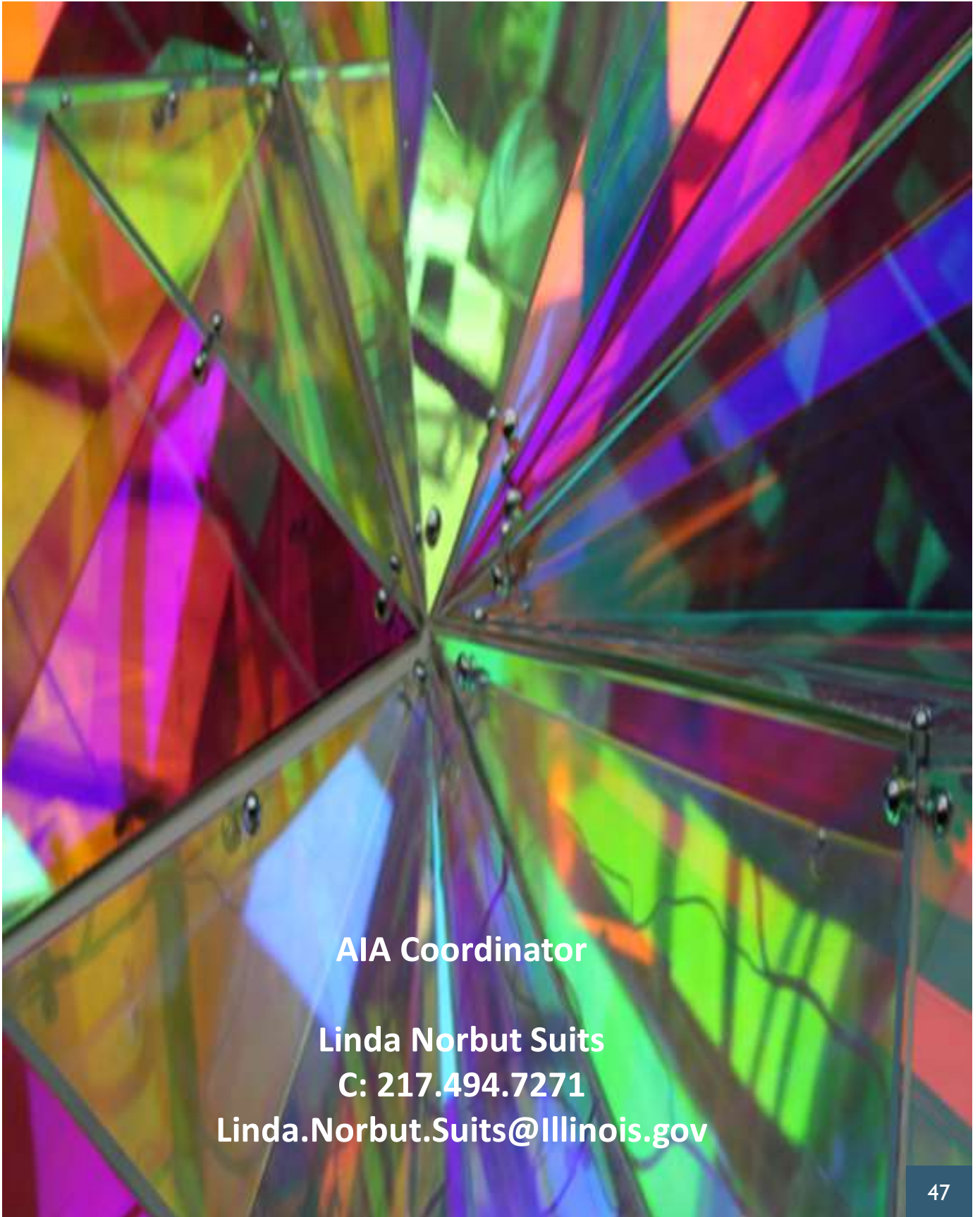
State of Illinois



Design and Construction Manual

March 2009

Art-in-Architecture Program



AIA Coordinator

Linda Norbut Suits

C: 217.494.7271

Linda.Norbut.Suits@Illinois.gov

Art-in-Architecture Program



“It is the purpose of this Act to provide for the promotion and preservation of the arts by securing suitable works of art for the adornment of public buildings constructed or subjected to major renovation by the State or which utilize State funds, and thereby reflecting the diverse cultural heritage of Illinois, with emphasis on the works of Illinois artists.” 20 ILCS 3105/14

§Enabled by statute in 1977

§Established at CDB in 1979

§Sets aside ½ of one percent for public art

§800+ purchases

§400+ Illinois artists

§Art at 100+ facilities across Illinois



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Eligibility

- §The construction project must be \geq \$1 million.
- §In a public building accessible to the general public
- §In a permanent structure primarily intended for human services or occupations
- §Rehab/Reno/Repair projects qualify IF
 - they meet the criteria above, AND
 - the work impacts the entire structure and not a single subsystem

Design & Construction Manual

- Article ? ART-IN-ARCHITECTURE PROGRAM
- 1.1 **General.** The Art-in-Architecture (AIA) program, administered by the Capital Development Board provides “for the promotion and preservation of the arts by securing suitable works of art for the adornment of public buildings constructed or subjected to major renovation by the State or which utilize State funds, and thereby reflecting the diverse cultural heritage of Illinois, with emphasis on the works of Illinois artists.”
- 1.2 **Website.** All AIA information is available at www.illinois.gov/cdb/professionalgrowth/
- 1.3 **Using Agency Steering Committee.** The Using Agency Steering Committee represents the interests of the using agency. Its mission is to ensure that the local voice is well represented. It provides one voting member to the Fine Arts Review Committee. As representative for the user. The designing architect, CDB project manager, and the AIA coordinator are also part of the Committee and provide technical and resource information.
- 1.4 The Committee defines:
- A. the choice of the most appropriate nature and media of the artwork, and
 - B. the best location for it.
- 1.5 **Fine Art Review Committee.** As defined by legislation, Fine Art Review Committee (FARC) is appointed on a project-by-project basis to review and recommend artists and/or works of art for final selection by the Chair of the Illinois Arts Council (20 ILCS 3105/14.) The AIA Coordinator organizes the group and meetings. The FARC is subject to the Open Meetings Act and must complete State of Illinois Ethics Training.
- The FARC consists of the
- A/E
 - Illinois Arts Council designee
 - Illinois State Museum designee
 - Using agency designee
 - AIA Coordinator (non-voting)
- 1.6 **Additional Responsibilities.** The A/E shall cooperate by
- A. Attending Using Agency Steering Committee meetings.
 - B. Attending all Fine Arts Review Committee meetings as set forth in statute.
 - C. Providing CDB necessary documents, drawings, renderings, specifications, product data, etc. to assist the artist in the design and installation of the artwork.
 - D. Attending meetings with CDB, artist, and user to coordinate work.
 - E. Reviewing artwork shop drawings.
 - F. Provide on-site observation and report field conditions as necessary to coordinate artwork installation.
 - G. Attend the substantial completion inspection of the artwork.
- 1.7 **Compensation.** The A/E shall be compensated as an Additional Service as identified on Appendix A in the Professional Services Agreement. Compensation will include all services required in the above-mentioned sections 1.5 and 1.6. Terms of the compensation shall be as outlined in the Professional Services Agreement, Article 4.6.

Orientation Meeting

- Purpose of Meeting
- Introductions
- Communication
- CDB Requirements
- Code Requirements
- User Requirements
- Project Scope
- Impact with Other Projects
- Schedule
- Tour
- Summarize
- Contract Negotiation



CAPITAL DEVELOPMENT BOARD

A/E Orientation Meeting Agenda

[Publish Date]

1. INTRODUCTIONS

- a. Project Information:
 - i. CDB Project Number: [Abstract] Phase #: Choose an item.
 - ii. Project Title: [Title]
 - iii. Project Location: [Company Address]
- b. Capital Development Board
 - i. Project Manager: Choose an item.
 - 1. State's representative
 - 2. Manage and coordinate the project
 - 3. Make owner related decisions
 - ii. Contract Executive Choose an item.
 - 1. Negotiates and Executes Project Support Agreement (PSA)
 - 2. Negotiates, Authorizes, and Executes Processes Contract Modifications
- c. Using Agency
 - i. Facility Representative(s)
- d. Architect/Engineer
 - i. Firm and consultant personnel assigned to this project
 - 1. Principal in charge
 - 2. Design Professional
 - 3. Consultants
 - ii. Tasks include but are not limited to the following
 - 1. Refer to PSA, CDB's Centralized Fee Negotiation Professional Services and Fees Handbook, Standard Documents for Construction and Design-Construction Manual for complete listing of all assigned tasks.
 - 2. Provide design services related to scope of work.
 - 3. Monitoring of Construction
 - 4. Provide all correspondence and related paperwork to CDB procedures.
 - 5. Review, Approve, and Sign the Contractor Pay Request(s)
 - 6. Provide all Closeout documentation related to CDB procedures
- e. All present are required to sign the attendance sheet. Please include phone number and email address.

2. COMMUNICATION

- a. **Always copy CDB Project Manager** and Using Agency
- b. All Correspondences must include on the subject line:
 - i. CDB Project Number: CDB Project Number
 - ii. Project Title: [Title]
 - iii. Project Location(s): [Company Address]
- b. A/E is responsible for preparing and distributing a project directory at Design and Construction phases, including but not limited to:
 - i. Name(s)
 - ii. Company
 - iii. Address(es)
 - iv. Primary phone or cell phone(s)
 - v. E-mail(s)
 - vi. All other methods of achieving communication.
- c. The A/E is responsible for taking and distributing minutes within 7 days of this meeting and all project meetings thereafter. Meetings include but are not limited to:
 - i. Orientation/Fee negotiation
 - ii. Design Submittal Review(s)
 - iii. Pre-Bid
 - iv. Pre-Construction
 - v. Construction Pay/Progress
 - vi. Substantial Completion
 - vii. Final Acceptance
 - viii. 9-month inspection
- d. Meeting Minutes should be distributed, at a minimum, to all attendees and/or project stakeholders
- e. Monthly Progress Reports are due monthly (from start to A/E closeout):
 - i. Activities completed and items pending since last report
 - ii. Projected progress
 - iii. Comparison of schedule and actual progress
 - iv. Dates and description of decisions or information required
 - v. Dates of site surveys
 - vi. Important dates: next submittal due date, pre-bid meeting date, and bid date.

4. PROJECT SCOPE

- a. Scope Review in Detail
 - i. CDB Advertisement
 - ii. Budget/Funding
 - iii. Asbestos Management Plan (if necessary)
 - iv. Review of existing User / CDB record drawings for all site utilities and updated conditions
- b. Schedule
 - i. Design (PA, SD, DD, 25%, 50%, 75%, 100%)
 - ii. CDB and User Review Time – approximately 4 weeks
 - iii. Design Review Meeting
 - iv. Construction
 - v. Phasing & coordination with other projects
- c. User Requirements
 - i. Policy and Procedures including any security and safety requirements.
- d. Special Conditions
- e. Design Submittals (Paper or Electronic)
 - i. What is Included
 - 1. Cost Estimates – PPCB form and A/E worksheets/Cost Estimates
 - 2. Project Manual
 - 3. Drawings
 - 4. Checklists – refer to DCM
 - 5. Requirements for utility coordination and or permits
 - ii. When to Submit
- f. Code Analysis and Requirements
- g. If a 50% submittal, is not required, the A/E is to submit an updated PPCB and detailed cost estimate to the CDB PM for CDB FEP to determine goals and issue PC-2 form(s).
- h. Single or Dual Source Request need to be submitted at 50% design submittal.
- i. Single Prime Delivery Requests should be submitted at 50% design submittal.

5. PAYMENT PROCEDURES

- a. A/E invoice submittal
- b. Consultant/Contractor invoice submittal

- c. Reimbursable invoices, Detailed description of reimbursables to include, but not limited to:
 - i. Date(s) of actual activity
 - ii. Breakdown of hours
 - iii. Work performed

6. CDB REQUIREMENTS

- a. Available on CDB Website: <https://cdb.illinois.gov>
- b. Standard requirements – DCM, SDC, and PSA
- c. Error & Omission Policy

7. Tour Site

8. Contract Negotiation

- a. CDB’s [Professional Services & Fee Handbook for Centralized Fee Negotiation](https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/cfn2009.pdf)
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/cfn2009.pdf>)
- b. Number of design submittals
 - i. CDB – Project Manager & Professional Services
 - ii. User – User to provide names and addresses of individuals that are to receive each design submittal. The A/E will be responsible for submitting each submittal to the individuals specified by the User.
 - iii. For IDOT projects – IDOT to provide names and addresses of individuals that are to receive each design submittal. The A/E will be responsible for submitting each submittal to the individuals specified by IDOT.
- c. Number of bidding documents
 - i. Printing & Postage – Bid documents only
 - ii. In house vs. Printing company
- d. Observation – number of days per week
 - i. DWE – permanent vs. temporary
 - ii. Basic Services (Quality Control) vs. Observation
- e. Reimbursables, may include but are not limited to:

sub-soil investigation	televising utilities
asbestos design samples	on-site survey(s)
rendering	design testing
bid printing	construction testing
LEED registration	geotechnical survey(s)

- f. Testing – Design and Construction (i.e. soil testing, asbestos, testing & balancing, material testing, etc.)
- g. Asbestos – Management Plan
- h. Record Drawings: Electronic or Blacklines / How many copies to the User
- i. Other

9. NO WORK MAY BE DONE PRIOR TO RECEIVING AN EXECUTED PSA FROM CDB Contract Executive.

Choose an item. | Choose an item. | Choose an item.

Choose an item.

(o)

(c)

Click or tap here to enter text.

STATEMENT OF WORK PRIOR TO CONTRACT

NOTE: CDB Project Manager will complete the top portion of this form, and both the vendor and project manager will complete either section 2 or 3 below, whichever is applicable.

1. I am familiar with and have reviewed the following contract matter:

Vendor Name: _____

CDB Project No.: _____

CDB Contract No. : _____

Contract Action: Initial Contract: _____ Change. Change No. _____, Issued on _____

2. By signing below, I affirm that no work which is to be authorized by the above contract action has been performed as of the date of my signature, and that I will not allow any such work to be performed prior to the receipt of a contract document signed by the Chief Procurement Officer.

For the Vendor

Date:

Printed Name:

By signing below, I affirm that I have not authorized and will not authorize any such work to be performed prior to the receipt of a contract document signed by the Chief Procurement Officer.

For CDB – Project Manager

Date:

Printed Name:

3. By signing below, I affirm that the following work under this contract action has already been performed:

Date(s) the above work was performed: _____

Reason(s) for performing the work prior to receipt of a signed contract action (Note: attach any emails, meeting minutes, or other documents making it appear work was or was not authorized to start, or summarize any conversations that made it appear work was or was not authorized to start):

For the Vendor

Date:

Printed Name:

For CDB – Project Manager

Date:

Printed Name:

Requirement for all contracts, modifications & change orders



**Design & Construction
Manual (DCM)
Design Phase Articles 1 - 9**

Design & Construction Manual (DCM)

DCM Article 1

- **1.4 – Meeting Minutes**
- **1.5 – Monthly Progress Reports**
- **1.6 – A/E Pay Requests**

DCM 1

Article 1 BASIC INFORMATION

- 1.4 Meeting Minutes. The A/E shall record minutes of all meetings held throughout the course of the project and distribute copies to participants and other project team members as directed by the CDB PM within seven (7) calendar days.
- A. Orientation/Fee Negotiation
 - B. Design Submittal Review
 - C. Pre-Bid
 - D. Pre-Construction
 - E. Construction Progress/Pay
 - F. Substantial Completion
 - G. Final Acceptance
- 1.5 Monthly Progress Reports. The A/E shall submit monthly progress reports of design/construction activities to the CDB Project Manager. Failure to submit monthly reports may result in delay to A/E's progress payments. The report shall include:
- A. Activities completed since last report, items pending from last report
 - B. Projected progress
 - C. Comparison of schedule and actual progress
 - D. Decisions or information required
 - E. Pending Change Order report (construction phase)

DCM

1.6 A/E Pay Requests

- A. Design Phase: The A/E may submit a pay request upon completion of each phase of work as outlined on the A/E PSA. On large projects, the A/E may request to be paid on a monthly basis. In either case, the A/E must submit to the PM proof of satisfactory progress, commensurate with the payment requested.
- B. Bid Phase: A/E may submit a pay request upon completion of all requirements for bidding phase, including submittal of the Bid Document CD incorporating all addenda. See Article 10.
- C. Construction Phase: A/E may submit a pay request monthly; the amount of base fee payment is based on overall completion of project.
- D. CAF: CAF shall be billed on the first pay request. A/E will send a check for the CAF to CDB Fiscal before submitting second pay request. If CAF is increased by contract modification, A/E will bill increase in CAF on first pay request after approval of modification and send CAF check to CDB Fiscal before submitting next pay request.
- E. A/E should obtain multiple proposals for reimbursable work performed by others. Submit all proposals to CDB PM with recommendation for selection.
 1. A/E shall provide at least two quotes from local vendors as backup for in-house printing reimbursement.
 2. All plan deposits not returned to bidders shall be credited to the printing reimbursable account and reported with the A/E's regular pay requests.
- F. The pay request package shall include:
 1. Invoice-Voucher (CDB Form C-13) completed and signed by A/E.
 2. A/E PRB (Payment Request Breakdown form) completed based upon the terms of the PSA and updated to reflect current status.
 3. Back-up in the form of itemized invoices, breakdown of hours and/or work performed, etc., and proof of payment for previously invoiced items for all reimbursable items, including Additional Services.
 4. On-Site Representative Summary form when payment for observation is requested. Include all on-site hours on form and indicate whether in fulfillment of basic services or on-site observation. Backup in the form of Daily Reports for each day or partial day of observation by each observer must be in PM's possession. A/E must submit verification of each observer's wage rate (DWE) by copy of a payroll check stub or by the payroll information form.

Codes & Statutory Requirements

DCM Article 2

2.2 Building Codes

- Illinois Energy Conservation Code
- Any deviations must be documented
- If no local code exists, use International Building Code

2.5 Design Policies

- Buy Illinois Program - Voluntary

2.6 State & Federal Permits

- A/E submit for and obtain permits

DCM

2.2 Building Codes.

- A. 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.
- B. All projects shall be designed in accordance with the Illinois Energy Conservation Code and the Federal Energy Policy Act. Consult CDB's website for additional information.
- C. All projects shall be designed in accordance with the Illinois Plumbing Code.
- D. 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.
- E. 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 A/E.
- F. All differences between state-required codes and local codes and all requests for deviations from the local codes shall be documented by the A/E and submitted to CDB for review. Approval by CDB is required for designs which deviate from required codes. When "approval by local authority" or "authority having jurisdiction" is referenced, substitute CDB for the local authority.

2.3 **Illinois Building Related Requirements.** To assist the A/E 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) or by calling 217/557-7500.

DCM

- 2.5 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.
- A. 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.
1. 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.
 2. 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.
 3. 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).
 4. 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.
 5. A/Es shall submit a statement with the PA/DD submittal affirming compliance with the Flood Plain Construction Policy.
- B. Roofing Program Policy.** A comprehensive CDB 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 is available on our website. The handbook addresses single and multi-ply membrane roofing, metal roofing and decking, and pre-engineered metal buildings.
- C. Asbestos Abatement and other Hazardous Pollutants.** A comprehensive manual (Project Manual Workbook for Asbestos, Lead, UST and PCB) including estimating worksheets, requirements for inspection and sampling, abatement design and design review procedures, and complete bidding and construction phase procedures is included in Appendix 5. Sample specifications are available on our website.

DCM

- D. **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:
1. When suitable products are available, A/E will include Illinois products, as defined below, in the specifications (typically only when products are specified by manufacturers, product names, and/or numbers).
 2. Illinois products, when specified, are to be identified with (IL) before the manufacturer's name. Materials specified by standards and/or codes and not by manufacturer will not be highlighted as Illinois products.
 3. 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.
- E. **Prohibited Products Policy.** The following products are prohibited from use on all CDB projects:
1. Asbestos and asbestos containing material (ACM)
 2. Fire retardant treated (FRT) wood products in structural applications
 3. Chlorofluorocarbons (CFC).
 4. Polychlorinated Biphenyl (PCB)
 5. Lead Based Coatings
 6. Fire suppression systems using ozone depleting halons
- 2.6 **Permits.** A/E shall design 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.) and is responsible to submit for and obtain such permits.
- 2.7 **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. Specific requirements for individual projects will be provided by the CDB PM.

Buy Illinois Program

Summary: CDB is publishing a directory of products manufactured in Illinois that might be specified when a list of three or more manufacturers is required. A/E's will be asked to designate these products using (IL) in the specification paragraph and contractors should report usage on the CSV. A Buy Illinois Directory is available on the CDB website. All A/Es selected after July 1, 2004 are expected to participate. Contractors will be advised of the program through the revised Project Summary specification section (01010/01 11 00) and the CSV form.

Details: 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.

Illinois products will be indicated in the project manual with (IL) preceding the item in the specification paragraph. Typically, only specifications that are prescriptive, those listing three or more manufacturers, will be in the program. Contractors should consider these products when procuring the materials and equipment for the project. If the contractor is aware of an Illinois product not listed, the contractor is encouraged to advise the A/E prior to bidding or offer a product substitution with the bid. CDB will verify that the product meets the definition of an Illinois product and add it to CDB's Buy Illinois product directory.

Contractors should provide the total amount of Illinois products on the Contractor's Schedule of Values (CSV). The individual items included in the total should be identified by putting (IL) in front of their description on the CSV.

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

Code Analysis Template

The following information shall be included in the drawing set for each submittal, bid documents, issued for construction documents and record documents as it applies to the project, plus additional code critical information pertinent to the project. The format below is recommended, but other formats that clearly document code requirements may be provided.

Note that compliance with NFPA 101 Life Safety Code, 2000 Edition is required by the Office of the State Fire Marshal.

ITEM	CODE SUBJECT	MODEL CODE/ EDITION	CHAPTER/ SECTION/ TABLE	REQUIREMENT/ ALLOWABLE	ACTUAL
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PART 1 – BUILDING REQUIREMENTS

1.01	Occupancy classification				
	Occupancy category				
	Building occupancy				
1.02	Height/area limitations				
	Number of stories				
	Automatic sprinkler system increase				
	Height				
	Area per story				
1.03	Types of construction				
1.04	Required hours of fire resistance				
	Exterior bearing walls				
	Interior bearing walls				
	Floor construction				
	Structural frame				
	Roof construction				
	Walls between compartments				
1.05	Fire resistive requirements				
	Exterior wall fire resistance rating (separation distance)				
	Elevator hoistway				
1.06	Opening protectives				
	Door at 2 hour walls				
	Door at 1 hour fire partition corridor & storage walls				
	Door at exterior walls				

1.07	Incidental use areas				
	Boiler room				
	Storage > 100 S.F.				
	Flammable material storage				

PART 2 – EXIT REQUIREMENTS

2.01	Standpipes				
2.02	Fire alarm pull boxes				
2.04	Means of egress				
	Exit signs				
	Tactile exit signs				
2.05	Portable fire extinguishers				
2.06	Means of egress illumination				
	Illumination level				
	Emergency power source				
2.07	Exit Access Requirements				
	Min. number building exits				
	Maximum number occupants for single exit				
	Maximum occupant load for non-panic hardware				
	Min. exits per space				
	Maximum common path of egress travel distance				
	Maximum travel distance to an exit access				
	Egress through intervening spaces				
	Maximum dead end corridor length				
	Minimum corridor width				
	Exit door capacity				

PART 3 – ACCESSIBILITY (ILLINOIS ACCESSIBILITY CODE)

3.01	Exceptions/Waivers				
3.02	Parking requirements				

3.03	Van accessible parking				
3.04	Elevators				
	Basements				
	Mezzanines				
3.05	Areas of Rescue Assistance				
	Two-way communication				

PART 4 – STRUCTURAL REQUIREMENTS

4.01	Drawing documents				
	Roof & floor live loads				
	Ground snow load				
	Basic wind speed				
	Seismic design category				
	Seismic site class				
	Flood design data				
	Special purpose loads				
	Essential facility				
4.02	General design requirements				
	Strengths of materials				
	Special inspections				

PART 5 – CIVIL REQUIREMENTS

5.01	Storm Water Pollution Prevention Program				
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PART 6 – PLUMBING REQUIREMENTS

	Illinois Plumbing Code				
6.01	Fixture requirements				
	Water closets/urinals				
	Lavatories				
	Drinking fountains				

PART 7 – MECHANICAL REQUIREMENTS

7.01	Ventilation				
7.02	Equipment efficiency				

PART 8 – FIRE ALARM REQUIREMENTS

8.01	Manual fire alarm system				
	Manual FA boxes				
8.02	Automatic smoke detection				
	Smoke detectors				
	Smoke alarms				

8.03	Notification appliances				
	Audible alarms				
	Voice alarm systems				
	Visible alarms				

In addition to the code information required above, provide drawings showing the following requirements:

1. If building includes more than one occupancy type, identify occupancy of each space.
2. Rated wall, floor and roof assemblies in both plan and section. Indicate rating requirements.
3. Maximum allowable and actual occupant load for each space.
4. Path of travel to exit access. Indicate allowable and actual distance in feet.
5. Common path of egress travel – allowable and actual distance and feet.
6. Dead end corridors – allowable and actual distance in feet.
7. Graphically identify all required exit discharges.
8. Graphically identify all horizontal exits.
9. Indicate number of allowable and assigned occupants for each exit access and each exit discharge throughout exit access corridors.
10. Location of all required exit lights and pull stations.
11. Location of all required fire extinguishers.
12. Location of all required areas of rescue assistance including two-way communication.

Design Guidelines

DCM Article 3

3.3 Division of the Work

- Above \$250,000, divide work into trades (General, Plumbing, Heating, Ventilation & Electrical)
- Below \$250,000, work may be bid as one trade
- Individual trade less than small contract threshold-consult with PM about combining trades

Design Guidelines

DCM Article 3

Do not reference “mechanical contractor”

Do not use “M” as a letter identification

Do not use the following phrases

“or approved equal”

“similar products manufactured by”

“includes, but is not limited to”

Do not sole or dual source without written approval – must have minimum three manufacturers listed

Article 3 DESIGN GUIDELINES

- 3.1 **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.
- 3.2 **LEED.**
- A. Design all projects to incorporate maximum LEED points within practical, scope and budgetary limits.
 - B. For all new buildings and major renovation projects over 10,000 sf, obtain USGBC LEED Silver certification or higher.
 - C. For additional information, see the "Green Building Guidelines for State Construction" on CDB's website.
- 3.3 **Division of the Work.** The A/E shall divide the work into distinct trade contracts 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 contract. 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.
- A. If the estimated value of the construction work exceeds \$250,000, the work must be divided into at least five trade contracts. They are:
 - 1. General
 - 2. Plumbing
 - 3. Heating
 - 4. Ventilation
 - 5. Electrical
 - B. Below the \$250,000 level, the work may be bid as one or more contracts as approved by the PM.
 - C. If the A/E estimate for an individual trade is less than \$35,000 (or current adjusted amount - check with PM), that trade's work may be combined with another trade. The A/E shall discuss with and obtain concurrence from the CDB PM before combining trades in the bidding documents.
 - D. Do not reference a "mechanical contractor." Refer specifically to the individual Plumbing, Heating, Ventilating, or Sprinkler contractors.
 - E. The required five trade contracts may be expanded as appropriate for the project. The A/E shall confer with the PM for the appropriate contract trade designations. Some examples of additional designations are:
 - 1. General/Roofing
 - 2. General/Paving
 - 3. Asbestos Abatement
 - 4. Sprinkler
 - 5. Test and Balance
 - 6. Temperature Control/Building Automation

7. Electrical/Communications

- F. Project Manual. The trade contracts and the work assigned to each shall be described in Paragraph 1.1 of each specification section (as illustrated in Article 8).
- G. Drawings. An appropriate letter identification (as described in Article 9) shall be used on the drawings to designate separate contracts within the project.
 - 1. 'M' shall not be used as a drawing letter identification.
 - 2. If work of a trade other than that indicated by the drawing letter designation is depicted on a drawing, that work must be clearly noted and distinguished from the other work on the drawing.

3.4 **Competitive Product Selection.** It is the responsibility of the A/E to select and specify products. The A/E shall write specifications that are explicit, realistic, and non-restrictive.

- A. Products shall be specified by manufacturer and model number with a minimum of three manufacturers named who make comparable products. When available, specifications shall include Illinois manufacturers. A/E may include more than three manufacturers if all products are considered to be of equal quality.
- B. The A/E may request approval from CDB to prepare a performance specification for a specific material or equipment item when that product or system can be specified by reference to commonly accepted standards such as ASTM, IEEE, NEMA, etc. Performance specifications are allowable only on commodity-type products with multiple manufacturers producing similar items, such as lumber, structural steel members, piping, etc.
- C. The use of the phrases "or approved equal", "similar products manufactured by...", and "equal products manufactured by...", or any similar phrase in the bidding documents is prohibited.
- D. Only those products named in the bidding documents or approved by written change order shall be approved for installation, and the language shall so state. Do not use the phrase "includes, but is not limited to" the following products or manufacturers.
- E. Products or systems cannot be sole or dual sourced unless the A/E receives written approval from CDB to specify less than three sources.
 - 1. Requests for single or dual sourcing may be initiated by the A/E or the using agency and shall be in writing, addressed to the PM. A/E shall review and make recommendations, in writing, to CDB for any using agency requests.
 - 2. Each request shall include justification for the request, including a cost/benefit analysis that establishes that the product or system is economically procurable from only one manufacturer and a comparison of the value of the sole (or dual) sourced item(s) to the total value of the project.
 - 3. Approvals will not be given for aesthetic desirability alone.
 - 4. A request must be made for each product for each project even if CDB has approved a similar request in the past. A new request does not need to be made for Phase 2 (or subsequent) phase of a project for the use of a product approved as a single source in Phase 1, provided the work is similar in both phases.

5. Where sole sourcing has been approved by CDB for use in the bidding documents because it is meant to be restrictive, the language shall state that no substitutions will be acceptable.
- 3.5 **Specified Contractors.** The A/E shall not specify a restrictive list of acceptable contractors or subcontractors for furnishing and installation of any component or system without the written approval of the CDB Construction Administrator. Although their equipment may be acceptable, the firm may not be a responsible contractor. Determination of contractor responsibility is the province of CDB. The A/E shall submit a written request to the PM indicating the system or component of the work for which the A/E desires to specify a list of furnishing and installing contractors. This request shall indicate the justification for specifying the installing firms. CDB may direct the A/E to publicly solicit additional qualified firms.
- 3.6 **Contractor Qualifications.** When installing contractor competence could affect a significant portion of the work, the A/E shall include criteria in the specifications to ensure that the installing contractor is competent. These criteria may include experience, size of previous projects, certification by industry recognized associations, or any other relevant factor. A/E shall include language requiring submittal of documentation of these criteria before CSV will be approved.
- 3.7 **Project Construction Duration.** A/E shall determine the construction duration based on complexity of the design, site availability, material procurement duration, season of construction start and end, needs of the using agency, and any other relevant circumstances. When requested by CDB PM, A/E shall provide written evidence to support their estimate of the construction duration.
- 3.8 **Sequence of Construction.** A/E shall recommend a sequence of construction for all unusual conditions, such as rehabilitation of existing structures, underpinning of existing foundation, constructing openings through an existing wall or floors, etc.
- 3.9 **Utilities.**
- A. The A/E is responsible for design coordination with the utility company. The A/E shall develop load requirements, contact the respective utilities to determine how that load can be accommodated and what procedures the utility will require for the connection, and determine where and by whom the connections will be made.
 - B. The A/E shall locate all utility connection points on the drawings. If a connection must be made to a public utility, the A/E shall include name and phone number of the person at the utility familiar with the facility/project.
- 3.10 **Civil**
- A. Any project site larger than one acre must have a storm water discharge permit under NPDES. A/E shall follow IEPA guidelines including design of a SWPPP and inclusion of the NOI and NOT with the appropriate specification section. Additional information is available in [Appendix 1](#).
 - B. The A/E shall use IDOT Standard Specifications for Road and Bridge Construction including Supplemental Specifications and Recurring Special Provisions for site work including roads, bridges and miscellaneous concrete. Provide reference to appropriate articles when applicable.
 - C. The A/E may use the latest edition of Illinois Society of Professional Engineers (ISPE) Standard Specifications for Water and Sewer Main Construction in Illinois for preparing water and sewer specifications. Provide reference to appropriate sections as applicable. Copies of the latest edition are available from ISPE, 1304 S. Lowell, Springfield, IL, 62704.

- D. Comply with local regulations for storm water piping or retention. Notify CDB at program analysis if there is an absence of local governing agency criteria.
- E. Parking lots shall be designed to accommodate a minimum five-year storm.
- F. Buildings shall be protected from the effects of a 100-year storm and located above the 500 year flood plain.
- G. New grading plan shall consider adequate site drainage including building and paved areas, and shall consider erosion and sediment control.
- H. Soil testing
 - 1. For a new building, major addition, or other project requiring excavation and removal of soil, A/E shall investigate and present a report on previous use and owners of the site for the past 100 years as part of the PA/DD submittal package.
 - 2. In urban areas or sites with previous occupancy, provide a minimum of 4 soil borings with at least 1 soil boring /10,000sf in areas to be disturbed with samples taken to test for hazardous chemicals in each disturbed layer of soil.
 - 3. If hazardous chemicals or other contaminants are found such that soil would be required to be disposed of as a 'special waste' or a 'hazardous waste', sufficient borings and tests must be made to delineate the area and depth of the 'special waste' or 'hazardous waste' soil with a minimum of one boring per 1500 sf.
 - 4. The soil report shall include specific recommendations for use or disposal of soils, and clearly describe limitations on use or disposal of 'special waste' or 'hazardous waste' soil.
- I. Use IDOT Standard Specifications for Road and Bridge Construction for specifying measurement and disposal of soils (e.g. 202.07 and 669.15).
- J. The compaction requirements and bearing limits of soils and fill material shall be based on the recommendation of the soils consultant or structural engineer.
- K. Only ACI or ASTM standards shall be specified in Division 03 "Concrete" specifications, except as otherwise approved for IDOT projects, which shall be governed by IDOT's Standard Specifications and Design Manual for concrete as noted in [Article 3.10 B](#) above.
- L. Fire hydrants shall be located within 10 feet of a road or a fire lane and at least 50 feet from the building. Any point on the perimeter of any building shall be covered with a maximum hose length of 300 feet.

3.11 Architectural

- A. Include building expansion and control joints at intervals determined by the design criteria and the shape of the building, but not to exceed 200 feet. Provide complete expansion joints between existing and new structures.
- B. All masonry shall be designed in accord with building code requirements for masonry structures (ACI 530) and standards set forth by the Brick Industry Association (BIA) technical notes.
- C. Metal stud exterior wall systems with brick veneer.

1. These systems are strongly discouraged for use in state buildings because, as traditionally designed, they do not have the longevity required for State of Illinois buildings.
 2. If brick veneer and metal stud wall systems are considered for design, a cost analysis comparison with other wall systems is required with Program Analysis.
 3. When considered for design, the A/E shall calculate location of dewpoint within the wall, and verify that dewpoint falls within the cavity or brick veneer. The A/E shall submit these calculations to CDB for review with the PA/DD submittal.
 4. The design shall include a 2 inch air gap behind the brick, the brick will not act as part of the structural lateral resistance system, metal studs and the exterior wall sheathing shall limit the out of plane wall deflections at service load levels to exceed BIA recommendations of 1/600, and the metal studs shall be galvanized at G90 standards. An air barrier shall be installed on the outside face of the exterior sheathing. The insulation shall be placed on the outside face of the exterior sheathing. Masonry flashing shall seal to the wall to preclude water from entering the wall space below the flashing. Metal two piece masonry ties shall be attached soundly to the studs per building code.
 5. Do not proceed with design of brick veneer and metal stud wall systems beyond the Program Analysis Phase without approval in writing from the CDB Professional Services Unit.
 6. If included in the project, metal stud exterior wall systems with brick veneer will be considered "Critical Work Items" (see [Article 6.5K.1.](#) and [Article 15.1.](#))
- D. Provide roofing design in compliance with CDB's [Roofing Program Handbook](#).
- E. The use of sloped glazing is discouraged.

3.12 Structural

- A. Design for optimum use of materials. Allowable Stress Design or Load and Resistance Factor Design in steel and ultimate strength design in concrete construction shall be considered for more economical and efficient use of materials.
- B. Submit design calculations for structural design when requested by CDB.
- C. Design roof drainage slope into the structural system for all new buildings. See CDB's [Roofing Program Handbook](#).
- D. Include Structural notes on design drawings in accordance with IBC 1603.
- E. State buildings which are administrative, (National Guard armories, State Police headquarters, Emergency Operation facilities) residential, (hospitals, skilled care), or institutional facilities (K-12 schools, prisons, mental health centers) shall be considered essential facilities for assignment of importance factors.
- F. Seismic design requirements:
 1. A/E shall use the International Building Code to calculate seismic design requirements for all structures (unless the local code is more stringent).
 2. In accordance with the International Code Council International Building Code, use the Maximum Considered Earthquake (MCE) Ground Motion maps Figures 1615(1) and 1615(2) to determine the Mapped S_s and S₁ values and follow code procedure.

PROJECT BUDGET & ESTIMATING

DCM Article 4

- Construction Cost Estimates are prepared at EVERY stage and included with EVERY submittal
- CAF is required for each construction contract.

Article 4 PROJECT BUDGET AND ESTIMATING

- 4.1 General.** Estimating is an integral part of the design process. No design, or phase of design, is complete without the related detailed estimate.
- 4.2 Construction Budget.** The construction budget is the balance of funds available for construction after subtracting the value of the A/E's contract and any miscellaneous items (such as Art-in Architecture or moveable equipment) required by state statute or CDB policy from the total project budget.
- 4.3 Design Budget.** The design budget is set at 90% of the construction budget; 10% of the construction budget shall be set aside for the project contingency. The A/E shall make all requests to exceed the 90% threshold in writing to the PM and include appropriate documentation, including a detailed estimate. Evaluation of such request shall be at the Regional Manager level and the A/E shall be notified in writing of the result.
- 4.4 Proposed Project Cost Budget Form.** The A/E shall use the Proposed Project Cost Budget form (PPCB) to show the distribution of the project costs. The PM shall furnish the A/E any miscellaneous costs to be deducted from the project budget for inclusion on this form. This form is to be used as a summary of project costs and updated and submitted with each design review phase. This form does not satisfy the requirement of a detailed construction cost estimate as described herein.
- 4.5 Construction Administration Fee (CAF).** The CAF is required for **each** construction contract. The CAF shall be computed as set forth in the CDB PPCB form as three percent (3%) of the base bid estimate plus all the alternate estimates rounded **up** to the next hundred dollars.

DCM

4.6 **Estimates.** Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. These estimates shall be prepared in greater detail as the design progresses.

- A. At program analysis, the estimate may be presented as scope items and their anticipated cost. Parameter based estimating is acceptable at this phase. For example:
 - 1. Install fire detection system \$5.00 per bldg gsf
 - 2. Replace bituminous paving \$15.00 per sy

- B. At the intermediate phases of the design, estimates can be based on components of the work. Components costs as illustrated in R.S. MEANS Square Foot Costs or Assemblies Cost Data manuals is the level of detail required at these stages of design development. For example:
 - 1. Roofing, built-up tar and gravel \$1.65 per sf of roof
 - 2. 2-1/2 inch bituminous overlay \$4.50 per sy paving
 - 3. 6 inch aggregate base \$8.75 per sy paving

- C. At the 100% design review, the estimate shall be fully itemized and detailed at a level equal to R.S. MEANS Construction Cost manual. The costs as reported by R.S. MEANS are not endorsed by CDB and are used only as an example.

- D. When project design stages are combined, the A/E shall provide the more detailed estimate level of the combined stages.

- E. At every stage, include CAF and 10% contingency in the budget estimate.

Project Budget & Estimating

State of Illinois
CAPITAL DEVELOPMENT BOARD

**PROPOSED PROJECT
COST BUDGET**

FOR CDB USE ONLY	
Name:	
Project No:	
Contract No:	
C.F. Locale:	Design Phase

CDB PROJECT NUMBER:	987-654-321	DATE PREPARED:	10/7/2014
BLDG. INVENTORY NO:	G0101	PROJECT STATUS:	100% Design
PROJECT:	Renovate Building A	GSF:	NSF:
LOCATION:	Illinois Institution	SITE ACREAGE:	NASFIGSF:
A/E:	Drawem & Speckem Assoc.	PREPARED BY:	Arise Architect
CDB PROJECT MANAGER:	Prudence Manager		

1.	LAND ACQUISITION COST		RECAP OF CONSTRUCTION COSTS (Base Bid)	
2.	MOVABLE EQUIPMENT		(From Page 2 Worksheet)	
3.	ART-IN ARCHITECTURE		TRADE ESTIMATES (Column H)	
4.	OTHER		General	\$361,600.00
5.	A/E Basic Service Fee	\$35,000.00	Plumbing	\$73,200.00
6.	Additional Services	\$3,000.00	Heating	\$0.00
7.	Construction Admin. Fee	\$1,200.00	Ventilating	\$0.00
8.	On-Site Representative	\$10,000.00	Electrical	\$15,900.00
9.	Subtotal (1 thru 8)	\$49,200.00	Asbestos	\$0.00
10.	A/E REIMBURSABLES		Sprinkler	\$0.00
a.	Subsoil Investigation	\$1,000.00		\$0.00
b.	Design Ph. Material Testing	\$1,000.00		\$0.00
c.	Construction Ph Material Test	\$500.00		\$0.00
d.	Printing	\$1,500.00	Contingency (Column D Total)	\$43,500.00
e.			13. TOTAL BASE BID BUDGET	
f.			(Trade estimates plus contingency)	\$494,200.00
g.				
h.			14. TOTAL BUDGET (12 plus 13)	\$547,400.00
i.			15. Total Project Funds	\$570,000.00
			(From Project Scope)	
			Available Funds for	
			Construction	\$516,800.00
			(15 minus 12)	
11.	Subtotal (10a thru 10i)	\$4,000.00	17. Alternates (Total from Page 2)	\$82,500.00
12.	TOTAL (9 plus 11)	\$53,200.00	18. Base Bid plus Alternates	\$576,700.00
			(13 plus 17)	

Worksheets

TRADE	A Building (Base Bid Estimate)	B Site Work (Base Bid Estimate)	C Subtotal (A + B)	D Contingency (Cx10%)	E Alternates	F Subtotal (C+E)	G CAF (Fx3%) Round up to next \$100	H Subtotal (C+G)	I Total (D+ F +G)	J I/GSF
General	\$300,000.00	\$50,000.00	\$350,000.00	35,000.00	\$35,000.00	\$385,000.00	\$11,600.00	\$396,600.00	\$431,600.00	
Plumbing	\$50,000.00	\$20,000.00	\$70,000.00	7,000.00	\$35,500.00	\$105,500.00	\$3,200.00	\$73,200.00	\$115,700.00	
Heating			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Ventilating			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Electrical	\$15,000.00		\$15,000.00	1,500.00	\$12,000.00	\$27,000.00	\$900.00	\$15,900.00	\$29,400.00	
Asbestos			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Sprinkler			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Column Totals	\$365,000.00	\$70,000.00	\$435,000.00	\$43,500.00	\$82,500.00	\$517,500.00	\$15,700.00	\$450,700.00	\$576,700.00	

TRADE	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6	Alternate #7	Alternate #8	Totals
General	\$35,000.00								\$35,000.00
Plumbing	\$8,500.00	\$15,000.00	\$12,000.00						\$35,500.00
Heating									\$0.00
Ventilating									\$0.00
Electrical			\$12,000.00						\$12,000.00
Asbestos									\$0.00
Sprinkler									\$0.00
									\$0.00
									\$0.00
Column Totals	\$43,500.00	\$15,000.00	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$82,500.00

E-MAIL THIS FORM

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

Program Analysis/Schematic Design/Design Development

DCM Article 5

- **5.1 - Basis of Design - Project Scope or Program Statement provided by CDB**
- **5.2 - Review Checklist**
 - A/E & CDB PM will determine requirements
 - LEED checklist
- **5.5 C. CDB and User written approval needed to move into Bid Document stage**

Article 5 PROGRAM ANALYSIS AND DESIGN DEVELOPMENT PHASE

5.1 Project Scope.

A. For projects with a simple or well-defined scope CDB will supply a project scope statement containing background and justification for the project and identification of work items contained in the project.

- For new construction and major rehabilitation projects, CDB may provide a program statement describing proposed program activities, space requirements, and equipment needs.
- When a movable equipment line item is included in the budget, the responsibility for specifying, purchase and installation is that of the using agency and/or the Department of Central Management Services.
- The A/E shall cooperate by providing the using agency with the dimensional, color, finish, etc. information necessary to specify any equipment not included in the CDB

5.2 CDB Review Checklist. CDB Review Checklists for Program Analysis, Design Development and 50/75% Design submittals are available in Appendix 2 and on the CDB website.

- A. A/E and CDB PM together will determine the relevant sections of the checklist to be completed for the project.
- B. A/E will submit the appropriate checklist with each submittal.
- C. A/E will review submittal and checklist and mark each item on the checklist as either included or not relevant to the project.
- D. Submittals without the appropriate checklist will be rejected.

CDB REVIEW CHECKLIST

Program Analysis (PA) Phase submittal
Design Development (DD) Phase submittal

Date _____
Project Number _____
CDB PM _____
A/E Representative _____

These checklists have been prepared to provide clarity and instruction to A/E's in the preparation of the PA/DD submittal(s). They are intended to clarify the requirements stipulated in CDB's Design and Construction Manual (DCM), and neither alter nor eliminate the requirements set forth in the DCM or in the Professional Services Agreement. CDB recognizes that unique challenges and solutions are inherent in each project. Therefore these requirements should be addressed by the A/E only as applicable to each project and scope of work. Submittals which combine the PA and DD phases should include all applicable requirements for each phase.

PA Submittal

- Narrative indicating the scope of work and a complete basis for the project design
- Diagrams (i.e., floor plans, site plans, flow diagrams, etc.) to graphically supplement the narrative
- Preliminary Code analysis (See template on following page)
- Statement of compliance with Flood Plain Construction Policy
- Proposed Project Cost Budget form
 - Cost estimate for each trade
- Estimated construction schedule
- LEED checklist (if applicable)

New buildings, additions

- Space itemization analysis
 - Function and size of space
 - Number and classification of occupants
 - Type and quantity of equipment
 - Required utilities
 - Special environmental and/or system requirements
- Total area of program spaces
- Report on historical uses of the site
- Masonry wall dew point calculation

Remodeling projects

- Statement of the status of asbestos and other hazardous materials (see DCM 5.3.C.5)
- If required, involvement of the Illinois Historic Preservation Agency has been acknowledged
- Required general phasing of work has been identified

DD submittal

Budget

- Proposed Project Cost Budget form
- Cost estimate for each trade and major work item

Project Manual

- Project Summary section 01 11 00 is complete
- Outline specification for each major project component. A Table of Contents list is not acceptable.

Drawings

- Comprehensive Code Analysis (See template on following page)
- Site Plan
 - Each building located
 - Existing CDB Building Numbers are indicated
 - Existing and finished contours
 - Ground floor elevations
 - Roads, walks, parking areas
 - Utilities
 - Other site construction
 - Limits of the contract
 - Floor Plans
- All exterior elevations
- Vertical building sections
- Location and type of primary structural members
- Fixed Equipment, including utility service req's.
 - Plumbing fixtures
 - Heating
 - Ventilating
 - Electrical
 - Areas requiring acoustical treatment are identified

Other Requirements

- Current project schedule (not necessarily contractual schedule)
- Soil testing as required by DCM 3.09.H)
- Seismic design criteria (DCM 3.11.D)
- Life cycle cost analysis for each alternative energy system considered
- Statement of compliance with Federal Energy Policy Act and ASHRAE 90.1 (DCM 2.2.B)
- Model or rendering (if required)
- Area analysis tabulation (PA comparison)
- Illumination levels
- LEED checklist (if applicable)
- Other negotiated requirements

Code Analysis Template

The following information shall be included in the drawing set for each submittal, bid documents, issued for construction documents and record documents as it applies to the project, plus additional code critical information pertinent to the project. The format below is recommended, but other formats that clearly document code requirements may be provided.

Note that compliance with NFPA 101 Life Safety Code, 2000 Edition is required by the Office of the State Fire Marshal.

ITEM	CODE SUBJECT	MODEL CODE/ EDITION	CHAPTER/ SECTION/ TABLE	REQUIREMENT/ ALLOWABLE	ACTUAL
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PART 1 – BUILDING REQUIREMENTS

1.01	Occupancy classification				
	Occupancy category				
	Building occupancy				
1.02	Height/area limitations				
	Number of stories				
	Automatic sprinkler system increase				
	Height				
	Area per story				
1.03	Types of construction				
1.04	Required hours of fire resistance				
	Exterior bearing walls				
	Interior bearing walls				
	Floor construction				
	Structural frame				
	Roof construction				
	Walls between compartments				
1.05	Fire resistive requirements				
	Exterior wall fire resistance rating (separation distance)				
	Elevator hoistway				
1.06	Opening protectives				
	Door at 2 hour walls				
	Door at 1 hour fire partition corridor & storage walls				
	Door at exterior walls				

DCM

5.5 Design Development Phase.

A/E shall not proceed beyond design development phase until provided with a written statement from CDB and the using agency signifying acceptance of the proposed design. This acceptance statement shall note all agreed upon revisions to the design development submittal.

Bidding Document Preparation

DCM Article 6

- **Each submittal will contain:**
 - Project Manual
 - Drawings
 - Detailed Cost Estimate
 - Proposed Project Cost Budget (PPCB)
 - Design Review Checklist 50% / 75% Submittal
 - LEED checklist (when applicable)

DCM

Article 6 BIDDING DOCUMENT PREPARATION

6.2 Application of Professional Seals.

A. Bidding documents shall contain a legible seal with signature, date signed 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. Date signed is the date the documents are finalized for printing and the architect or engineer seals and signs the documents.
2. The architect or engineer's license expiration date must be later than the date the documents are signed (e.g. license must be current when signing documents).

B. The cover sheet and each sheet of the drawings shall be sealed in the manner prescribed above. All disciplines must seal the cover sheet.

C. 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 sheet immediately following the table of contents.

6.3 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.

Bidding Document Preparation

Article 6.2 – 6.3



**Capital
Development
Board**

Building a Better Illinois

PROJECT MANUAL

CDB #000-000-000

DESCRIPTION

LOCATION

AGENCY NAME

CITY (COUNTY), ILLINOIS

CDB BUILDING INV. NO. (List as Required)

CONTRACT: (*TYPE OF WORK)

State of Illinois

CAPITAL DEVELOPMENT BOARD

USING AGENCY: ILLINOIS DEPARTMENT OF _____

BY: A/E NAME
ADDRESS
CITY, IL ZIP

DATE: _____

License Expiration Date: _____

Signature: _____

Date Signed: _____

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

NOTE: Cover Sheet may be submitted electronically only for review purposes. To meet contractual requirements, Cover Sheet submitted to CDB must have an original Seal and Signature.

Bidding Document Preparation

DCM Article 6
Continued

- Design Submittal Review Meeting
 - Discuss Comments
 - Review Budget
 - Review Schedule
- Following Review, the A/E will:
 - Prepare meeting minutes
 - Provide written response to all review comments and questions within 14 calendar days.

Bidding Document Preparation

Continued

DCM Article 6

- **Critical Work Items**
 - **A/E will submit list of critical work with 100% design submittal -- for use in establishing on-site visits.**

See November 2016 Supplement to the DCM

Article 6 BIDDING DOCUMENT PREPARATION

- 6.1 **General.** The A/E shall prepare the bidding documents (Project Manual, Drawings and Addenda) based on the accepted design development submittal in conformance with the Illinois Procurement Code and CDB Rules and Regulations.
- 6.2 **Application of Professional Seals.**
- A. Bidding documents shall contain a legible seal with signature, date signed 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. Date signed is the date the documents are finalized for printing and the architect or engineer seals and signs the documents.
 - 2. The architect or engineer's license expiration date must be later than the date the documents are signed (e.g. license must be current when signing documents).
 - B. The cover sheet and each sheet of the drawings shall be sealed in the manner prescribed above. All disciplines must seal the cover sheet.
 - C. 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 sheet immediately following the table of contents.
- 6.3 **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.
- 6.4 **Permits.**
- A. A/E shall apply for any required state or federal (IEPA, IDNR, Corps of Engineers, MWRD, etc.) permits. As stated in [Article 2.6](#), A/E must comply with all regulations of state and federal agencies necessary to obtain such permits. It is the A/E's responsibility to ensure that such permits are received in a timely fashion so as not to delay construction.
 - B. When specifically directed by CDB, the A/E shall provide the local authority (or authorities, where more than one local authority has jurisdiction) with sufficient design documents as it may require for purposes of review and/or issuance of permits.
 - C. A/E shall provide CDB with all review correction notices or comments issued by the local authority. When directed by CDB, A/E shall make corrections to the documents and resubmit to the local authority for review and/or issuance of permits.
- 6.5 **Reviews.**
- A. The PM will schedule design review submittals and/or review meetings required by the agreement.
 - B. Documents shall be submitted for review to CDB and the Using Agency at the stages of completion (25%, 50% and/or 75%) set forth in Appendix A of the PSA and at final completion (100%). The A/E shall provide up to ten (10) sets of review documents for CDB and using agency for each review.

- C. Each submittal will contain (at a minimum), the Project Manual, Drawings, updated LEED checklist (when applicable), detailed cost estimate and PPCB form. When an in-progress review is required by the agreement, the A/E shall include with the submittal package a “CDB Review Checklist” suitably marked by the A/E as to the topics to be reviewed per [Article 5.2](#).
- D. The review of documents by CDB does not constitute a complete and exhaustive review. CDB reviews the documents for general compliance with the program objectives, design standards, contract requirements and budget. CDB may also review for cost effective design, energy conservation, competitive bidding procedures, operating and maintenance costs, and general compliance with applicable codes, rules and regulations. CDB’s acceptance of the documents does not relieve the A/E of its responsibilities as a design professional.
- E. The using agency may review the documents for compliance with scope and design intent.
- F. Review comments prepared by CDB, the using agency and/or regulatory agencies will be provided to the A/E at or prior to the review meetings. When a meeting is not required, comments will be transmitted to the A/E by the PM.
- G. CDB will, in writing or at the review meeting, provide notice of the acceptance of the review documents or issue instructions regarding required resubmittal. If the required corrections are minor, CDB may conditionally accept and authorize the A/E to proceed to the next review phase. When documents are not accepted, a resubmittal will be required. In this instance, the A/E shall repeat the review stage (including another review meeting) at no additional compensation. A/E may not be paid for completion of a design stage until the majority of the design document submittal for that stage has been accepted by the reviewers.
- H. CDB reserves the right to backcharge the A/E if excessive 100% re-reviews are required. If more than two 100% reviews are required, the A/E’s prequalification status may be affected.
- I. A/E shall insure that all key design staff and consultants attend the review meeting(s).
- J. Following the reviews, the A/E shall:
 - 1. Prepare meeting minutes indicating issues discussed/resolved.
 - 2. Provide CDB with a written response to all review comments and questions within 14 calendar days.
 - 3. Copy reviewers on meeting minutes and responses to review comments.
- K. The 100 percent bidding documents submittal will include a final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work (below), ASHRAE 90.1 compliance forms, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.
 - 1. A/E shall compile a list of work they have determined to be critical and submit it for CDB and using agency review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the A/E staff responsible for observing the work and an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget. The CDB, A/E and using agency will reach consensus regarding the critical work list items.

2. Utility agreements are contracts between CDB and a utility company for the installation or relocation of utility service facilities in conjunction with a CDB project to be maintained by either the utility company or the customer (using agency). The A/E shall review such agreements to determine that the required utility service/equipment has been provided for the project and shall include the associated costs in the summary of proposed project costs.

6.6 Project Manual.

- A. Specifications shall be written as directions to the contractor.
- B. Written product specifications shall be included in the Project Manual and shall not be duplicated on the drawings.
- C. All material specifications shall be included in the Project Manual.
- D. Soil boring logs must be provided in the Project Manual or on the drawings.
- E. CDB has prepared draft specification sections for the A/E's use on selected project types such as roofing and pre-engineered buildings. Please contact your project manager for the current versions of these specifications if required for your project.
- F. Except as required by code, provision of spare parts, "attic stock", and/or maintenance services shall not be included in the bidding documents.
- G. Special tools which are required for the operation and/or maintenance of specified systems or equipment or are required by code may be included in the bid package(s). For example:
 1. Suction Cup Lifter: (*Access floor panels. One or two per facility depending on quantity of flooring.)
 2. Swimming Pool Accessories: (*First aid kit, life buoy, life pole, rope, water test kit. In accord with Illinois Department of Public Health requirements.)
 3. Hydrometer, Thermometer: (*Large storage battery rooms. May be augmented by special battery maintenance tools.)
 4. Elevator tools: Tools used for maintenance, operation or access to elevators when specific to a particular manufacturer.
 5. Hardware tools: Special wrenches, screwdrivers, etc, when required by manufacturer.
- H. Specify all tests required for all systems and devices to be tested. Where required, testing procedure shall also be specified.
- I. The A/E shall ensure that each contractor is required by the contract documents to provide sufficient training of the using agency's designated personnel prior to substantial completion.
- J. Any warranties requested beyond two years for HVAC equipment, roof systems, carpet, etc. should be clearly specified by the A/E as warranties from the manufacturer. It is the A/E's responsibility to verify that such warranties are available and to include them in the appropriate Project Manual section and Section 01 78 36. The contractor is responsible for all warranties up to 1 year and for 1 year plus 1 growing season for landscaping or 2 years for seasonal equipment such as chillers. See current Standard Documents for Construction for guidelines.
- K. Refer to the PMW for Asbestos, Lead, UST and PCB (Appendix 5) for procedures when abatement of hazardous materials is required for the project.

6.7 **Drawings.**

- A. Bid and project record drawings must be submitted to CDB on compact disk (CD). Use AutoCAD Release 2004 or the most current version (verify on the CDB website what is the latest version CDB can accept, if using a version later than 2006). When using another CAD product, ensure that all drawings and support files convert fully to AutoCad.
- B. The title block and all related information shall appear on each sheet. Standard sheet size 30" x 42" maximum - 24" x 36" minimum unless otherwise approved by CDB.
- C. With CDB approval, the complete project or selected details may be prepared on 8 1/2" x 11", or 11" x 17" (folded to 8 1/2" x 11") paper and bound into the Project Manual.
 - 1. Drawings bound into the Project Manual shall be noted as such in section 00 01 15 and shall be located after the last technical specification section.
 - 2. All drawings shall comply with the requirements of this section. When bound into the Project Manual, a cover sheet is not required.
- D. Minimum scales of drawings, unless approved otherwise by the PM, shall be:
 - 1. Site Plan 1" = 30'
 - 2. Floor and Roof Plan 1/8" = 10"
 - 3. Temperature Control 1/16" = 1'0" (Schematics, not to scale, may be acceptable)
- E. All sheets shall contain a graphic scale (one for each different scale used on that sheet) and a north arrow. North shall be consistent between all sheets.
- F. Minimum acceptable lettering size is 3/32 inch, adequately spaced and legible.
- G. Line weights and other techniques shall be used appropriately to clearly communicate the work required and to delineate new work from existing conditions.
- H. Match lines shall be used to identify portions of buildings or sites shown on separate sheets. Match lines shall be consistent throughout drawing set.
- I. Other Drawing Requirements:
 - 1. All floor plans and partial floor plans shall show consistent column grid line indications, room names and numbers and shall be to the same scale. Building elevations and sections shall also indicate column grid lines. Larger scale plans of special areas such as toilets (including elevations), lecture rooms, stairs, kitchens, shall be provided as necessary to show details of the work.
 - 2. The elevation of the finished floor shall be indicated under the title for each floor level (all disciplines).
 - 3. All details shown on drawings shall be applicable to the project. Details shall be drawn to scale.
 - 4. Designation for sections, details, etc. shall denote detail and sheet number on which it is detailed.
 - 5. Items shown on the drawings that are not a part of the contract shall be labeled as NIC (not in contract).

6. Assign a number or name to all buildings, rooms, corridors, etc. for reference purposes. Ensure that they are identical for all drawings. Names are preferred if they do not cause drawing congestion.
 7. Clearly identify and show all work involved in demolition, alternate bids, removals, abandonment, or other activities associated with the project.
 8. A key plan in the lower right-hand corner of the drawing shall be used to locate a building, a portion of a building or portion of a site in relation to the larger unit.
 9. All work shown is assumed to be new unless stated otherwise. Do not use the word "Proposed" on contract drawings when referring to required work. Existing items pertinent to the project may be marked as "existing" to avoid confusion with new work. Future work shall be shown only where necessary to coordinate with current project and shall always be noted as "NIC".
 10. Show all known asbestos-containing material (ACM) locations where the contractors' activities could accidentally damage the ACM. Include a note stating that this material is known or assumed to contain asbestos, that the workmen should exercise extreme caution to avoid damaging the material, that any accidental damage should be immediately reported to the A/E, coordinating contractor (when applicable), and/or the facility's designated asbestos person and that if the material is damaged during the course of the work, the contractor will be required to reimburse CDB for any costs incurred which may include A/E services.
- J. All drawings shall be labeled for the appropriate division of work as set forth in [Article 9](#).

Bidding Document Preparation

DCM Article 7- 9
Continued

- **Article 7 - Preparation of Division 00 & 01 Segments**
 - Reference Library – Divisions 0 & 1
- **Article 8 – Preparation of Division 2 and Following**
 - Specification Section Formatting
- **Article 9 – Preparation of Drawings**
 - Drawings' Preparation

Article 7 PREPARATION OF Division 00 and 01 SECTIONS

- 7.1 **Prototypes.** Sample specifications or prototypes for the following items are available on CDB's website. The A/E is to review the prototypes and edit, complete, and/or adapt them as necessary to the specific requirements of the project.
- 7.2 **Cover.** Professional seals and signatures shall comply with the current requirements of the various professional practice acts. Other notes or certifications required by authorities having jurisdiction shall also be shown. List CDB building numbers for buildings affected by the project.
- 7.3 **00 01 10 Table of Contents.** The numbering of sections or schedules through division 1 substantially complies with the latest CSI Master Format. Note that CDB has added certain sections required by our bidding process and other procedures. For spec sections in divisions 2 onwards the A/E should use the latest CSI Master Format numbering.
- 7.4 **00 01 15 Drawings, Schedules, & Details Listing.** Section 00 01 15 of the project manual shall contain a listing of all drawings, schedules, books and details issued separately or as part of the project manual. Note that all documents shall bear the same date of issuance as the project manual.
- 7.5 **00 01 13 Advertisement for Bids.** The A/E shall prepare the advertisement for bids and submit it to the project manager at least six weeks before the proposed bid opening date.
- 7.6 **00 31 32 Soil Report.** When soil reports are provided as part of the A/E services they should be inserted into the manual as part of section 00 31 32.
- 7.7 **00 41 00 Bid Forms.** Documents 00 41 00 through 00 41 07 collectively are known as the Bid Forms or the Bid Package.
- A. **Changes.** If one or more of the forms in the bid package require a change by addendum, the A/E shall reissue a complete set of the bid package with the addendum. Each page shall be marked: "Revised per Addendum No. X". The addendum will be prepared and issued as described in [Article 10.5](#).
- B. **00 41 00 Bid Form.**
1. The bid forms shall clearly indicate the project number and the contract trade.
 2. The bid form shall make it clear that unit price work shall be included in the base bid, unless specifically approved otherwise by CDB.
 3. The A/E shall list on each trade bid form **all** the alternates for the projects. If the A/E is certain that the alternate does not affect a particular trade, the A/E shall insert "not applicable" in the space for the price of that alternate for that trade. The A/E shall refer to the [A/E Note](#) contained within the prototypical section 01 23 00 or [Article 7.12](#) for the use and numbering of alternates.
 4. The certifications and bidder agreements on the bid form are not to be added to, deleted in whole or in part, or modified in any manner.
- C. **00 41 04 Bidder's Employee Utilization Form, DHR PC-2.** This is a **required** form. CDB will forward to the A/E the appropriate completed PC-2 forms for each trade to be bid. These forms must be included in the bid package.

- D. **00 41 05 Contract Requirements for Minority/Female Business Participation.** This form is **required** with all bids. This form shall be completed as described in [Article 7.10 N](#) below.
 - E. **00 41 06 Bid Bond Form.** Bid bonds must be submitted on CDB's bid bond form. It is the A/E's responsibility to include these forms in the bid package.
 - F. **00 41 07 Product Substitution Form.** This form must be included in all bid packages for the bidder's use.
- 7.8 **00 43 42 Federal Funding.** Where projects are wholly or partially funded by the Federal Government, Section 00 43 42 shall be included in the project manual along with all applicable federal exhibits required. See the CDB project manager for specific exhibits necessary.
- 7.9 **00 43 43 Prevailing Wage Rates.** Applicable wage rate information may be obtained from either the CDB project manager or the IDOL Website (www.state.il.us/agency/idol). The rates for the specific county(s) where the project is located shall be inserted into the project manual in section 00 43 43.
- 7.10 **01 11 00 Project Summary**
- A. **General.** Section 01 11 00 not only summarizes the work associated with the project but also establishes division of the work by construction contract, sets the time duration of the construction contracts, defines bidding requirements, and specifies any special general condition requirements of the project.
 - B. **Preparation.** Preparation of Section 01 11 00 requires careful consideration of project needs and characteristics and should be completed in consultation with CDB's project manager and a representative of the using agency. No additions may be made to this section without the express permission of the Project Manager.
 - C. **Relationship to Standard Documents for Construction.** Section 01 11 00 augments and supplements the Standard Documents for Construction (SDC). Certain articles of the SDC require information to be in the project manual to be complete in their requirements. These are required paragraphs in Section 01 11 00. Other articles may be modified in the project manual and are optional paragraphs in Section 01 11 00. It is important that the A/E read and understand the Standard Documents for Construction before preparing this section.
 - D. **Listing of Required and Optional Paragraphs.** Below are the instructions for the required and optional paragraphs included in Section 01 11 00. When optional paragraphs are not used, the paragraphs shall be renumbered consecutively. Optional paragraphs are *italicized*.
 - E. **Paragraph 1. STANDARD DOCUMENTS FOR CONSTRUCTION.** This **required** paragraph specifies the edition of the Standard Documents that applies to the project. The edition specified shall be the one listed on the signature page of the PSA unless directed otherwise by the project manager.
 - F. **Paragraph 2. GENERAL PROJECT INFORMATION.** This paragraph is composed of three **required** subparagraphs.
 - 1. **Para 2.A DESCRIPTION.** This subparagraph shall briefly describe the work to be performed. The description should not duplicate the detailed description of systems or materials in the technical specification sections.
 - 2. **Para. 2.B EXISTING CONDITIONS.** This subparagraph shall briefly describe any existing conditions that may affect the work. This section would include any

working hour restrictions, site or building access restrictions, scheduling any down time for mechanical systems, etc. This subparagraph is not for soil conditions or to place into the work any undisclosed conditions that might be encountered. If there are no existing conditions that require specifying, so state.

3. **Para. 2.C RELATED WORK.** This subparagraph shall include any work related to these contracts which affects the contractors' work. This would include utility agreements, other current or future projects at the site, etc. If there are no related work items, so state.
- G. **Paragraph 3 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT** This is a **required** section. This section explains the requirements of the Substance Abuse Prevention on Public Works Projects Act.
- H. **Paragraph 4 APPRENTICESHIP TRAINING REQUIREMENT** This is a **required** paragraph. This paragraph explains the Apprenticeship Training program requirement.
- I. **Paragraph 5 DELINQUENT DEBT** This is a **required** paragraph. This paragraph explains the Delinquent Debt policy requirements.
- J. **Paragraph 6 CONTRACT TIME.** This **required** paragraph establishes the contract time for the entire project and/or each contract individually. See [Article 3.7](#) regarding construction duration.
1. Contract time will be specified in two blocks - construction from Authorization to Proceed through Substantial Completion and close-out activities from Substantial Completion through Final Acceptance. Sufficient time for pre- and post-construction activities (e.g. mobilization, procurement) must be added to the estimated construction duration to determine the construction time. Confer with your CDB project manager for help in estimating these activities.
 2. There are three options for specifying the contract time:
 - a. The first (standard) option requires Substantial Completion to be achieved in a set number of consecutive calendar days from the Authorization to Proceed and Final Acceptance to be achieved in a set number of consecutive calendar days from Substantial Completion.
 - b. The second option requires the contractor to achieve Substantial Completion by a certain date and Final Acceptance to be achieved in a set number of consecutive calendar days from Substantial Completion. This is to be used only when there are external constraints on the completion of the project, e.g. beginning of school semester, yearly closing of asphalt plants.
 - c. The third option is for projects that must be fully completed by the August following the close of the fiscal year in order for payment to be made from that fiscal year's appropriation.
 3. When asbestos abatement precedes the contract work the contract time will begin when the building or space is available to the contractor (e.g. "The contractor shall complete all work through Substantial Completion in accord with the contract within *_____ consecutive calendar days from *the date of Final Air Clearance in Room XX"). Consult with your project manager regarding contract time for multi-phase projects.

- K. **Paragraph 7 CONTRACT(S).** This **required** paragraph specifies the division of the project work into contracts by trade. Division of the work shall comply with [Article 3.3](#).
- L. **Paragraph 8 PRE-BID CONFERENCE.** Provide time, date and location of pre-bid meeting. The pre-bid meeting may be made mandatory **only** with the written permission of the PM. A/E must request approval for a mandatory pre-bid conference in writing. Notification of all mandatory pre-bid conferences must also be included in the advertisement for bid (00 01 13).
- M. **Paragraph 9 CONSTRUCTION ADMINISTRATION FEE.** This is a **required** paragraph. The A/E shall calculate the construction administration fee (CAF) for each trade contract listed in [Paragraph 7](#) in accordance with [Article 4.5](#), and include the amount here.
- N. **Paragraph 10 BID SECURITY.** This is a **required** paragraph and shall be included in all project manuals as provided.
- O. **Paragraph 11 BIDDER'S EMPLOYEE UTILIZATION FORM, DHR PC-2.** This is a **required** paragraph.
- P. **Paragraph 12 BUSINESS ENTERPRISE FOR MINORITIES, FEMALES AND PERSONS WITH DISABILITIES ACT.**
 - 1. This is a **required** paragraph. The A/E shall include one of the two options per the instructions of the project manager.
 - 2. The first option (1) is to be used when the project includes goals for the use of MBE/FBE subcontractors and/or suppliers. The goals are based on the geographical location of the project. Unless otherwise directed, the following goals shall be included in Section 01 11 00 and inserted on the Contract Requirements for Minority/Female Business Participation (00 41 05) form for each trade contract.
 - a. REGION 1 (Cook, Lake, DuPage, & Will Counties)

1)	General Work	18%
2)	Mechanical/Electrical Work	13%
 - b. REGION 2 & 3 (Counties north of the northern boundaries of the following counties: Calhoun, Greene, Macoupin, Montgomery, Fayette, Effingham, Jasper, & Crawford; except Region 1)

1)	General Work	6%
2)	Mechanical/Electrical Work	4%
 - c. REGION 4 (St.Clair, Madison, & Monroe Counties)

1)	General Work	8%
2)	Mechanical/Electrical Work	6%
 - d. REGION 5 (Counties including and south of Calhoun, Greene, Macoupin, Montgomery, Fayette, Effingham, Jasper & Crawford; except Region 4)

1)	General Work	4%
2)	Mechanical/Electrical Work	4%

3. Option two (2) does not require MBE/FBE business participation although it is encouraged. The 00 41 05 Contract Requirements for Minority/Female Business Participation form shall be included in the bid package but shall indicate a goal of zero (0) percent.
- Q. **Paragraph 13 BUILDER'S RISK INSURANCE.** This is a **required** paragraph. The A/E shall designate the contractor who is to provide the builder's risk insurance for the project, usually the coordinating contractor. There is an option for no builder's risk insurance which is to be used **only** with the written approval of the project manager.
- R. **Paragraph 14 BUY ILLINOIS PROGRAM.** This is a **required** paragraph. This paragraph explains the Buy Illinois program to the contractors.
- S. **Paragraph 15 RESPONSE ACTION CONTRACTORS' INDEMNIFICATION ACT.** This is an optional paragraph. The A/E shall include this paragraph when indemnification of a response action (hazardous material) contractor is required. The A/E shall check with the project manager on whether any withholding will apply to the contract.
- T. **Paragraph 16 LIQUIDATED DAMAGES.** This is an optional paragraph and shall be used only with the written consent of the project manager. CDB discourages use of liquidated damages. Refer to Article 00 72 75 of the Standard Documents for Construction.
- U. **Paragraph 17 DURATION OF BIDS.** This is an optional paragraph. Para. 00 51 10.3 of the SDC requires the bidders to hold the bids open for 60 calendar days. If, upon the instruction of the project manager, the bids are to be held open for a longer period of time, complete and insert this paragraph.
- V. **Paragraph 18 SITE SECURITY.** This is an optional paragraph. The paragraph shall be included in Section 01 11 00 when the work is to be performed at a secure facility (e.g. a prison). The A/E shall review this requirement with the using agency and the project manager.
- W. **Paragraph 19 PROJECT IDENTIFICATION SIGN.** This is an optional paragraph. The A/E shall include when required. The A/E shall provide size and location of the sign on the drawings and have the wording approved by CDB prior to issuing to the contractor.
- X. **Paragraph 20 FIELD OFFICES.** This is an optional paragraph. The A/E shall include when required after consultation with the project manager. If the using agency has existing space for field offices, coordinate with the using agency and include in Section 01 11 00.
- Y. **Paragraph 21 VALUE MANAGEMENT.** This is an optional paragraph. Generally it should be included in all project manuals unless the Project Manager specifically directs otherwise.
- Z. **Paragraph 22 EXCESS FACILITY CHARGES.** This is an optional paragraph. It will be used when new connections are being made for permanent utilities.
- 7.11 **01 22 00- Unit Prices.** The A/E shall include this section if unit prices are to be included in the bids. Unit price work must be listed in the appropriate specification section as well as on the bid form and in this section. Use of unit priced work must be approved in writing by CDB.

- 7.12 **01 23 00- Alternates.** The A/E shall include this section if alternate bids are to be included with the base bids.
- A. Alternate bids shall be clearly and completely specified in this section. Alternate bids must also be noted in the relevant technical specification section(s) and on the drawings.
 - B. Alternate bids may not be included in the project without permission of the PM.
 - C. Each contract to be bid that has work in the same alternate shall have the same alternate designation number following the trade designation letter. For example, three alternates - the first involving the General and Electrical contractors, the second the Plumbing contractor only, and the third all three contractors - would be numbered G-1/E-1, P-2, and G-3/P-3/E-3.
13. **01 31 00- Coordination, Supplemental to the SDC.** This is an optional section that supplements the basic requirement for coordination included in Article 01 31 00 of the SDC. This section may be used to modify, add to, or delete the requirements of Article 01 31 00 if that paragraph does not meet the project requirements.
14. **01 32 00 - Construction Schedule, Non-CPM Option.** This is an optional section that complements Article 01 32 00 of the SDC which requires the use of a critical path method of scheduling the project. CPM is required on all multi-discipline projects. For other projects, the A/E should consult with the project manager on the type of schedule required.
15. **01 32 23- Survey and Layout Data.** This section is required in order to designate contractor responsibility for grades, lines & levels needed for the work.
16. **01 32 33- Construction Photographs.** This is an optional section for use when progress photos are deemed appropriate and required by CDB.
17. **01 33 23 - Shop Drawings, Product Data, & Samples.** This is a required section if any submittals are required. If a large number of submittals is expected, a schedule of submittals is suggested instead of a list.
18. **01 35 16- Alteration Project Procedures.** This is an optional section for appropriate projects.
19. **01 35 53- Security.** Specify responsibility for security and level required. Check with Using Agency for site specific requirements. Coordinate with Section 01 11 00 paragraph 16 Site Security.
20. **01 41 00 - Regulatory Requirements.** This section is required for all project manuals. The A/E shall edit this section leaving only those regulatory requirements that pertain to the work. Any regulatory requirements not listed that pertain to the project shall be added when appropriate, e.g. local codes. Be sure to include the date of the code for each code used in the project design.
21. **01 45 29 - Testing Laboratory Services, Supplemental to the SDC.** This section is required when construction phase testing will be provided by the A/E. Specify testing required. The A/E is to submit a list of proposed tests with the 50% submittal.
22. **01 51 00 - Temporary Utilities.** This section is generally included in all projects; however, it must be carefully written so as to be applicable to the specific project conditions. A/E is to be sure to assign temporary utilities to the correct trade. A/E may not specify temporary use of permanent systems without permission from PM.
23. **01 51 50 - Use of Existing Facilities.** This is an optional section intended for small projects.

24. **01 54 00 - Construction Aids.** This is an optional section and is to be used only with the express permission of CDB. The Standard Documents of Construction require that all contractors provide their own construction aids. If there is a need for one contractor to provide a common construction aid, request approval of such from the project manager.
25. **01 55 00 - Access Roads, Parking Areas, & Traffic Control, Supplemental to the SDC.**
26. **01 56 00 - Barriers.** Specify required construction barriers appropriate to the project.
27. **01 66 00 - Storage & Protection.** This is an optional section for use where there are restrictions on storage or where off site storage may be contemplated. Use when appropriate.
28. **01 73 29 - Cutting & Patching, Supplemental to the SDC.** This is an optional section that supplements the basic requirement for cutting and patching included in Article 01 73 29 of the SDC. This section may be used to modify, add to, or delete the requirements of Article 01 73 29, if that paragraph does not meet the project requirements.
29. **01 74 13 - Construction Cleaning, Supplemental to the SDC.** Assign responsibility for cleaning and degree of cleaning required during the course of the project.
30. **01 74 23 - Final Cleaning.** This is a required section for the purpose of assigning responsibility for *final* cleaning.
31. **01 78 23 - Operating & Maintenance Data.** This is a schedule of the O & M data required to be submitted and complements Article 01 78 23 of the SDC. This is a required schedule if any O & M manuals are required.
32. **01 78 36 - Extended Warranties & Bonds.** This is a schedule of the extended warranties and bonds to be furnished by the contractors. This schedule complements Article 01 78 36 of the SDC. This schedule is required only if warranties or bonds with a warranty period longer than one year are specified. See SDC section 01 78 36.2 for required extended warranties.
33. **01 78 39 - Project Record Documents.** This is a required section to ensure that CDB receives suitable documents for record purposes.

Article 8 PREPARATION OF DIVISIONS 02 AND FOLLOWING

- 8.1 **Master Format.** The use of the Construction Specifications Institute’s (CSI) Master Format for specification titles and numbers is preferred by CDB for developing sections beginning with Division 02. Specifications developed using this edition of the DCM will use the 6 digit numbering format of CSI’s 2004 Master Format.
- 8.2 **CDB Format.** Please note that the first section of each specification section must follow CDB’s format ([Article 8.7](#) below) rather than the CSI format.
- 8.3 **Listing Sections.** Save space wherever possible. Do not list sections or sub-sections as “not applicable”. Just leave them out.
- 8.4 **Sub-headings.** Do not use a lone sub-heading in the outline if only one sub-heading applies. Begin text immediately following the heading.
- 8.5 **Abbreviations.** Do not spell out “Capital Development Board”, “Project Manager”, or “Architect/Engineer”. Once they are clearly identified, use “CDB”, “PM”, or “A/E”.
- 8.6 **Outline,** Break down sub-paragraphs using the following outline definition:
 - 0.0
 - A.
 - 1.
 - a.
 - 1)
 - a)
- 8.7 **Paragraph 1.1 Example.** Following is a guide for use in preparing Paragraph 1.1 of a technical specification section. Options are flagged with an asterisk (*). A/E must insert appropriate data or information wherever there is an asterisk. Notes to the A/E are included where appropriate.

Section 1 General

1.1 WORK INCLUDES

- A. Base Bid: (* List each contractor who has work in this section)
 - 1. (* _____) Contractor:
 - a. (A/E: briefly summarize work in this section)
 - 2. (*Continue for any other contractor who has work under this section)
- B. Alternate Bids: (*) (A/E: list all alternate work applicable to this section by contractor and alternate number)
 - 1. (* _____) Contractor:
 - a. Alternate Bid (*letter) – (*1)
 - 1) (A/E: briefly summarize work)

2. (*Continue as appropriate)

C. Unit Prices: (*) (A/E: Describe unit price work applicable to this section)

1. (* _____) Contractor:

a. (A/E: briefly summarize work)

8.8 **Sample Technical Specification Format.** A sample technical specification is included in [Appendix 3](#). Please note that in this sample section, as well as in all sample sections in this manual, items noted with an asterisk must be edited by the A/E to suit the requirements of the current project.

Article 9 PREPARATION OF DRAWINGS

9.1 **Cover Sheet.** Cover sheet shall be prepared per standard cover sheet available on the CDB Website.

- A. When appropriate for the project, include applicable building codes, building square footage, occupancy classification, type of construction and fire resistance rating.
- B. On small projects, symbols and abbreviations may be listed on the cover page.
- C. Edit symbol and abbreviations lists to include only those items used on the drawings.
- D. List CDB Building Identification number(s) for each building affected by the project. CDB building numbers are available from the PM.
- E. Cover sheets, drawing index sheets, and information sheets shall be designated: G.

9.2 **Civil Drawings.** Civil drawings shall include the following, as applicable to the project.

- A. Site development work, storm sewers, and landscaping shall be included in the general work contract. Water service shall be included in the plumbing work contract. Sanitary sewer may be included in either the general or plumbing work contract. Electrical and telecommunications service shall be included in the electrical contract.
- B. New contours shall be labeled, and shall indicate adequate drainage and contrast with labeled existing contours. Each fifth contour should be shown as an index contour.
- C. Show all new topography, newly established levels and grades, existing structures, new structures, roadways, walks, location of nearest drainage/sewer connections, other identifiable features and areas to be seeded and landscaped. All structures and improvements which are to be removed under the construction contract shall be shown.
- D. Profiles and cross sections shall be provided for all new roadways. Cross sections shall be provided for each type of sidewalk and curb design. Expansion joints shall be shown in plan view and details shall be provided of each joint type used.
- E. Profiles shall be provided for all sewers. Show invert elevations of all sewers, manholes and catch basins. Show frame and grate elevations of all manholes and catch basins.
- F. Show the Stormwater Pollution Prevention Plan (SWPP) and details for erosion and sediment control.
- G. Standard drawing designations for civil work include:
 - 1. Civil C
 - 2. Fencing F
 - 3. Well Drilling WD

9.3 **Architectural Drawings.** Architectural drawings shall include the following, as applicable to the project.

- A. Plan of each floor and roof.
- B. Elevations of each facade.
- C. Longitudinal and transverse sections through entire building.

- D. Schedule of finishes, doors, and accessories.
- E. Roof plan showing high and low elevations; show exact slopes.
- F. Wall sections at relative elevations, including flashing details.
- G. Miscellaneous details, sections, and enlarged plans as necessary to effectively communicate the design.
- H. Reflected ceiling plans showing all ceiling elements visible on the ceiling, such as lighting fixtures, exit signs, speakers, detectors, diffusers, sprinkler heads, and suspended ceiling grids.
- I. Standard drawing designations for architectural work include:

1.	Architectural	A
2.	Carpet	CPT
3.	Painting	PNT
4.	Demolition	D

9.4 **Structural Drawings.** Structural drawings shall be separated from architectural work. Drawings shall include the following as appropriate for the project.

- A. Include the following information in general notes:
 - 1. Governing structural codes with year of edition.
 - 2. Design live, wind and earthquake loads, or design coefficients used as a basis for structural design.
 - 3. Detailed breakdown of live and dead loads.
 - 4. Net allowable soil bearing capacity.
 - 5. Strength of all structural materials.
 - 6. Other information required as a basis for structural evaluation.
- B. Show overall dimensions, center lines, location of members and offsets.
- C. Show all columns on grids.
- D. Schedule (as required) footings, columns, beams, girders, slabs, lintels, and reinforcement.
- E. Detail all special connections, assemblies, and expansion joints.
- F. Show connection details or required design reaction loads for all structural steel framing connections.
- G. For new construction, unless otherwise approved by CDB, design roof drainage slope into the structural system.
- H. Show elevations for top of beams and slabs; top and bottom of columns; bottom of footings, etc.
- I. Drawings must be sealed by a Structural Engineer or Architect licensed in the State of Illinois.

J. Standard drawing designations for structural work include:

- 1. Structural S

9.5 **Plumbing Drawings.** Plumbing drawings shall include the following as applicable to the project.

- A. Show where the work of others (contractors, utilities, existing work, etc.) stops and where the plumbing work begins.
- B. Show underground plumbing work on a footing plan or foundation drawing.
- C. Show all connections to all equipment (electrical, etc.) and note contractor responsible.
- D. Show piping over 12" to scale in double lines.
- E. Detail major plumbing equipment such as PRV stations, pumps, water heaters, flash tanks, and boilers showing valves, gauges, thermometers, unions, drains, etc.
- F. Show all work spaces (tube pull area, coil pull area, access space, etc.) for all equipment requiring same.
- G. Show all cleanouts on plumbing drawings.
- H. Show all valves, cocks, unions, strainers, gauges, traps, etc., on plan or in typical details.
- I. Schedule plumbing fixtures including kitchen equipment, drinking fountains, electric water coolers, water heaters and water treatment equipment. Schedules on drawings are preferred.
- J. Provide waste and vent, hot and cold water riser diagrams; and isometrics for all plumbing fixtures or fixture groups. Number all fixture groups. Show air chambers on isometrics and shock absorbers where provided on multiple fixture groups in lieu of air chambers.
- K. Show and size all sprinkler mains and risers. Show all head locations. Specify code.
- L. Show all fire hose cabinets (provided by general contractor) on plumbing drawings or sprinkler system if a separate contract.
- M. Identify equipment provided by other contractors to be installed or connected by the plumbing contractor.
- N. Standard drawing designations for plumbing work include:

- 1. Plumbing P
- 2. Pipe covering and insulation INSL
- 3. Sprinkler FP

9.6 **Heating Drawings.** Heating drawings shall include the following as applicable to the project.

- A. Show where the work of others (contractors, utilities, existing work, etc.) stops.
- B. Show all connections to all equipment (electrical, etc.).
- C. Show duct work or piping over 12" to scale in double lines.

- D. Clearly label High Pressure Steam, Medium Pressure Steam, Low Pressure Steam and Condensate Return piping (high, medium or low pressure). Clearly label High Temperature Hot Water, Medium Temperature Hot Water and Low Temperature Hot Water piping.
- E. Schedule equipment such as coils, pumps, chillers, cooling towers, boilers, unit heaters, convectors, air separators, radiation traps, etc. Include technical information (capacity, power requirements, motor sizes, etc.) only. Indicate each contractor's responsibilities where interface is required.
- F. Detail major heating equipment such as pumps, coils, boilers, and chillers showing valves, gauges, thermometers, unions, drains, etc.
- G. Show all work spaces (tube pull area, coil pull area, access space, etc.) for all equipment requiring same.
- H. Where rooftop equipment is used, provide a roof plan showing all equipment (units, exhaust fans, cowls, etc.).
- I. Standard drawing designations for heating work include:
 - 1. Heating H
 - 2. Temperature Control/Building Automation TC

9.7 **Ventilating Drawings.** Ventilating drawings shall include the following as applicable to the project.

- A. Show where the work of others (contractors, utilities, existing work, etc.) stops.
- B. Show all connections to all equipment (electrical, etc.).
- C. Show duct work or piping over 12" to scale in double lines.
- D. Schedule equipment such as air handling units, fans, coils, diffusers, registers, grilles, pumps, unit heaters, convectors, air separators, radiation traps, etc. Include technical information (capacity, power requirements, motor sizes, etc.) only. Schedules on drawings are preferred. Indicate each contractor's responsibilities where interface is required.
- E. Detail major ventilating equipment such as pumps, coils, chillers and air handling units showing gauges, thermometers, drains, etc.
- F. Show all work spaces (tube pull area, coil pull area, access space, etc.) for all equipment requiring same.
- G. Where rooftop equipment is used, provide a roof plan showing all equipment (units, exhaust fans, cowls, etc.).
- H. Show all devices (balancing dampers, fire dampers, turning vanes, extractors, splitters, etc.) and access panels on drawings for contractor providing them.
- I. Standard drawing designations for ventilating work include:
 - 1. Ventilating V
 - 2. Test and Balance T&B

9.8 Electrical Drawings

- A. Single line diagram with all primary and secondary distribution equipment and loads, including feeder identification with conductor and raceway size and type.
- B. Primary distribution equipment and all other loads located in plan view, with initial spatial coordination done by the design professional.
- C. Service entrance arrangements with the serving utility, made, confirmed, and noted by the design professional.
- D. Branch circuiting with voltage drop considerations, for both power and lighting, including switching, dimming, special controls, and home run designations.
- E. Mechanical equipment power requirements and physical locations, including special information as to who mounts, connects, tests, etc.
- F. Control diagrams and schematics revealing interactive relationships as well as operating logic for all systems. Information should be adequate to understand and install appropriate wiring.
- G. Provide a one line diagram for all special systems (e.g. Fire Alarm, Security, PA and Nurse Call Systems) specific to the project.
- H. Schedules of fixtures, panelboards, switchgear and other equipment, including sizes, types, styles, catalog numbers, and other pertinent characteristics.
- I. Provide the foot candle level and the watts per square foot for each room. Provide total wattage for building.
- J. Define equipment grounding system, including special requirements for telecommunications, interference shielding, isolated systems, filters, etc., when used. Verify compatibility with ground fault protection systems used.
- K. Schedule light fixtures and lamps. Include the type designation, the number, type, and size of lamps per fixture, and the accessories and methods necessary for mounting the type of fixture.
- L. Define lightning protection system, if applicable.
- M. Include electrical power, telecommunications and other electrical systems on the site drawings or combined site plans. Designate as the work of the electrical contractor.
- N. Completely circuit and define all work. Do not leave for contractor to design.
- O. Show a one-line diagram of power distribution, including emergency power distribution and ground fault protection. Use riser diagrams, if appropriate, to further define distribution.
- P. Show power distribution and special systems layouts separate from lighting layouts for clarity. Provide separate plans for each system.
- Q. Draw major items of electrical equipment such as switch gear, transformers, panels, lighting fixtures, etc., to scale, making sure that the largest of the three specified pieces of equipment will fit.

- R. Schedule motor control, including auxiliaries, overload protection, interlocking, etc.
- S. Show a detailed schedule for each panel board, switchboard, motor control center, etc. Include breaker size, fusible switch size, or fuse size, frame size and trip setting, usage of circuit, spares, spaces, connected load for each circuit, etc. Preferably, show schedule on the drawing depicting wiring from that unit.
- T. Identify equipment provided by another contractor to be wired by the electrical contractor.
- U. Fire Alarm Systems
 - 1. For projects with sprinkler systems, kitchen hood fire extinguishing systems, or other special systems, include the devices and circuiting to actuate the system. Duct smoke detectors, fan shutdown and smoke evacuation devices shall be considered part of the fire alarm system. Duct smoke detectors which are not readily accessible should be provided with remote controls.
 - 2. When fire alarm systems are provided, include both audible and visual alarms in compliance with the Illinois Accessibility Code.
- V. Standard drawing designations for electrical work include:

1. Electrical	E
2. Fire Alarm	FA
3. Security/Communications	COM

9.9 **Other Drawings.** Standard drawing designations for other work include:

- | | |
|----------------------------|-----|
| A. Equipment | EQP |
| B. PCB Equipment Disposal | PCB |
| C. UST Removal/Replacement | UST |
| D. Asbestos Abatement | ASB |

STOP!!

DO NOT use these forms UNLESS your contract includes the 2006 or 2009 Standard Documents for Construction (SDC)

If your contract is dated earlier than March 2006 use the Division 0 and Division 1 specifications that are *not* labeled 2006.

LIST OF SPECIFICATION SECTIONS IN THIS DOCUMENT:

<u>Section Name</u>	<u>Section Name</u>	<u>Last Update</u>
Section 00 01 10 - Table of Contents		January 2023
Section 00 01 15 - Drawings, Schedules and Details Listing		April 2011
Section 00 11 13 - Advertisement for Bids		February 2023
Section 00 41 00 - Bid Form		January 2023
Section 00 41 01 - Subcontractor Requirements.....		January 2023
Section 00 41 04 - DHR Form PC-2		February 2015
Section 00 41 05 - MBE/WBE/PBE/VBE Program Requirements		January 2023
Section 00 41 06 - Bid Bond.....		April 2011
Section 00 41 07 - Product Substitution Form		April 2011
Section 00 41 08 - Standard Business Terms and Conditions		March 2017
Section 00 41 09 - Certifications and Disclosures Forms A and Forms B		February 2023
Section 00 43 42 - Federally Funded Project.....		October 2015
Section 00 43 43 - Prevailing Wage Act.....		January 2023
Section 00 43 44 - Illinois Works Jobs Program Act Apprenticeship Initiative.....		January 2023
Section 00 91 00 - Addendum		January 2015

Note: last updated February 2023

PROJECT MANUAL
00 01 10 – Table of Contents

State of Illinois
CAPITAL DEVELOPMENT BOARD

(*PROJECT ARCHITECT/ENGINEER, FIRM NAME, ADDRESS, PHONE, ZIP & AREA CODES.)

PROJECT MANUAL FOR

CDB-(*PROJECT NUMBER)

(*PROJECT TITLE, LOCATION, COUNTY, STATE.)

DATE: (*USE SAME DATE ON ALL DRAWINGS, PROJECT MANUAL COVER, AND TOC.)

<u>DOCUMENT</u>	<u>TITLE</u> _____	<u>PAGES</u> (*)
00 01-10	Table of Contents	00 01 10-1-(*)
00 01 15	Drawings, Schedules, & Details	00 01 15-1-(*)
00 11 13	Advertisement for Bids	00 11 13-1-(*)

BIDDING AND CONTRACT REQUIREMENTS

(*A/E: Bind one bid form 00 41-00 for each contract into the Project Manual. Include separate loose set for bidders' use.)

00 41 00	Bid Form (* General (*Continue as required)	00 41 00-1-(*)
00 41 01	Subcontractor Requirements	00 41 01-1-(*)
00 41 04	Minority/Female Workforce Projections (*per CDB direction) DHR PC-2 for GOALS/NO GOALS (2 pages) (*A/E: one projection per contractor)	00 41 04-1-(*)
00 41 05	Minority/Women/Persons with Disabilities/Veteran Subcontractor & Supplier Utilization 00 41 05-1-(*) (*A/E: one form per contractor)	
00 41 06	Bid Bond Form	00 41 06-1-(*)
00 41 07	Product Substitution Form	00 41 07-1-(*)
00 41 08	Standard Terms and Conditions	00 41 08-1-(*)
00 41 09	Standard Certifications and Disclosures	00 41 09-1-(*)

SUPPLEMENTARY CONDITIONS

00 43 42	Federally Funded Projects.	00 43 42-1-(*)
00 43 43	Prevailing Rate of Wages.	00 43 43-1-(*)
00 43 44	(*A/E obtain from CDB PM or CDB website) Illinois Works Jobs Program Act Apprenticeship Initiative	00 43 44-1-(*)

GENERAL REQUIREMENTS

01 11 00	Project Summary	01 11 00-1-(*)
01 11 01	Supplement to SDC and SDC-CM	01 11 01-1-(*)
01 22 00	Unit Prices. (*if applicable)	01 22 00-1-(*)
01 23 00	Alternate Bids. (*if applicable)	01 23 00-1-(*)
01 31 00	Coordination. (*if applicable)	01 31 00-1-(*)
01 32 00	Construction Schedule	01 32 00-1-(*)
01 32 23	Survey and Layout Data	01 32 23-1-(*)
01 32 33	Construction Photographs. (*if applicable)	01 32 33-1-(*)
01 33 23	Shop Drawings, Product Data, & Samples Schedule	01 33 23-1-(*)
01 35 16	Remodeling Project Procedures	01 35 16-1-(*)
01 35 53	Site Security (*if applicable)	01 35 53-1-(*)

CDB-00 01 10 January 2023
CDB (*Project Number)

00 01 10 - 1

(*Specify as appropriate)

PROJECT MANUAL
00 01 10 – Table of Contents

01 41 00	Regulatory Requirements	01 41 00-1-(*)
01 45 29	Testing Laboratory Services (*if applicable)	01 45 29-1-(*)
01 51 00	Temporary Utilities, (*if applicable)	01 51 00-1-(*)
01 51 50	Use of Existing Facilities, (*if applicable)	01 51 50-1-(*)
01 54 00	Construction Aids, (*if applicable)	01 54 00-1-(*)
01 55 00	Access Roads and Parking, (*if applicable)	01 55 00-1-(*)
01 56 00	Barriers & Enclosures, (*if applicable)	01 56 00-1-(*)
01 66 00	Storage & Protection, (*if applicable)	01 66 00-1-(*)
01 73 29	Cutting and Patching, (*if applicable)	01 73 29-1-(*)
01 74 13	Construction Cleaning, (*if applicable)	01 74 13-(*)
01 74 23	Final Cleaning	01 74 23-1-(*)
01 78 23	Operating & Maintenance Data Schedule	01 78 23-1-(*)
01 78 36	Extended Warranties & Bonds Schedule	01 78 36-1-(*)
01 78 39	Project Record Documents	01 78 39-1-(*)

(*Continue listing specification sections by division)

(*A/E Note: The A/E should review the project requirements to verify the additional Project Manual Sections required.)

SPECIFIER(*S): General:
 Mechanical
 Electrical
 (*Insert names(s) of person(s) designated by A/E to respond to inquiries and to issue addenda. Indicate for all disciplines. Include telephone and fax numbers with area code and e-mail addresses.)

END 00 01 10.

BIDDING & CONTRACT REQUIREMENTS
00 01 15 - Drawings, Schedules and Details

*A/E Note:

1. List all drawings, whether inserted in manual or provided separately, by sheet number and title.
2. If there are no drawings, only specifications, this section may be omitted.
3. When a separate book of standard drawings or details is to be part of the project, list its table of contents here.
4. Date all drawings, books or details with the same date as that shown on the project manual.

All Drawings dated: *

END 00 01 15

RETURN WITH BID

NAME OF FIRM: _____

CDB FIRM ID NO: _____

FOR (* Trade) WORK

BID FOR: CDB PROJECT NUMBER: (* - -)

PROJECT TITLE: (*)

BID TO: State of Illinois, Capital Development Board

THE BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDA: (Failure to acknowledge may cause bid rejection.)

NO. ____, DATED ____ NO. ____, DATED ____ NO. ____, DATED ____

NO. ____, DATED ____ NO. ____, DATED ____ NO. ____, DATED ____

EACH BID SHALL INCLUDE:

- A. BID FORM (00 41 00)
- B. SUBCONTRACTOR/SUPPLIER REQUIREMENTS (00 41 01)
- C. DHR PC-2 FORM (00 41 04)
- D. MBE/WBE/PBE/VBE FORM (00 41 05)
- E. BID SECURITY (00 41 06)
- F. PRODUCT SUBSTITUTION FORM (at Bidder's option) (00 41 07)
- G. Standard Business Terms and Conditions (00 41 08)
- H. Forms A CERTIFICATIONS AND DISCLOSURES or Forms B (00 41 09)

UNIT PRICES: ITEM DESCRIPTION	UNIT OF COST	ESTIMATED QUANTITY		UNIT PRICE		COST EXTENSION
1.			x	\$	=	\$
2.			x	\$	=	\$

**SUM OF ALL UNIT PRICE COST EXTENSIONS
 (TO BE INCLUDED IN THE BASE BID PRICE) = \$ _____**

BASE BID: THE BIDDER AGREES TO PERFORM ALL WORK FOR THE ABOVE TRADE, EXCLUSIVE OF ALTERNATE BIDS, FOR THE SUM OF:
 _____ DOLLARS (\$ _____)

(*ALTERNATE BID NO.): (*ADD TO)(*DEDUCT FROM) THE BASE BID THE SUM OF:
 _____ DOLLARS (\$ _____)

(*INFORMATIONAL BID ITEM(S):)
 (*AUTHORIZATION FOR USE BY CDB PROJECT MANAGER REQUIRED)

Bidder has included in the Base Bid, the following amount for the informational bid item(s) identified above.
 _____ DOLLARS (\$ _____)

01 41 00	Regulatory Requirements	01 41 00-1-(*)
01 45 29	Testing Laboratory Services (*if applicable)	01 45 29-1-(*)
01 51 00	Temporary Utilities, (*if applicable)	01 51 00-1-(*)
01 51 50	Use of Existing Facilities, (*if applicable)	01 51 50-1-(*)
01 54 00	Construction Aids, (*if applicable)	01 54 00-1-(*)
01 55 00	Access Roads and Parking, (*if applicable)	01 55 00-1-(*)
01 56 00	Barriers & Enclosures, (*if applicable)	01 56 00-1-(*)
01 66 00	Storage & Protection, (*if applicable)	01 66 00-1-(*)
01 73 29	Cutting and Patching, (*if applicable)	01 73 29-1-(*)
01 74 13	Construction Cleaning, (*if applicable)	01 74 13-(*)
01 74 23	Final Cleaning	01 74 23-1-(*)
01 78 23	Operating & Maintenance Data Schedule	01 78 23-1-(*)
01 78 36	Extended Warranties & Bonds Schedule	01 78 36-1-(*)
01 78 39	Project Record Documents	01 78 39-1-(*)

(*Continue listing specification sections by division)

(*A/E Note: The A/E should review the project requirements to verify the additional Project Manual Sections required.)

SPECIFIER(*S): General:
 Mechanical
 Electrical
 (*Insert names(s) of person(s) designated by A/E to respond to inquiries and to issue addenda. Indicate for all disciplines. Include telephone and fax numbers with area code and e-mail addresses.)

END 00 01 10.

Appendix 3 TECHNICAL SPECIFICATION FORMAT

DIVISION - (*DIVISION NUMBER & TITLE)
Section - (*Section Number & Title)
(*Header at the top of the first page of each section)

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid: (A/E: List each contractor who has work in this section)

1. (*_____) Contractor:

a. (A/E: briefly summarize work in this section)

2. (*Continue for any other contractor who has work under this section)

B. Alternate Bids: (*) (A/E: list all alternate work applicable to this section by contractor and alternate number)

1. (*_____) Contractor:

a. Alternate Bid (*letter)-(*1):

1.) (A/E: briefly summarize work)

2. (*Continue as appropriate)

C. Unit Prices: (*) (A/E: Describe unit price work applicable to this section)

1. (*_____) Contractor:

a. (A/E: briefly summarize work)

1.2 RELATED WORK (*) (A/E Note: The following sub-sections should be closely coordinated with sub-section 1.1.)

A. Specified elsewhere: (A/E: List Sections that require direct coordination with this section. Do not include any General Condition or Division 00 & 01 Sections.)

B. Installed but furnished by others: (A/E: Specify who furnishes and who installs.)

1.3 Furnished, but installed by others: (A/E: Specify who furnishes and who installs.)

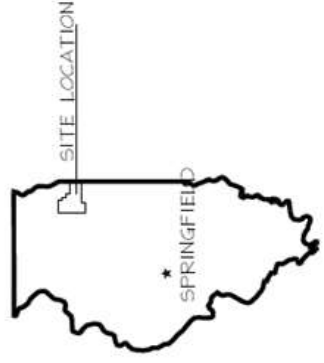
1.4 SYSTEM DESCRIPTION (*) (A/E: Use this to describe any special or complex building systems. Include definitions.)

INDEX OF DRAWINGS

G-1 TITLE SHEET AND LOCATION PLANS
(LIST REMAINING DRAWINGS)

CDB - PROJECT NUMBER -----

(PROJECT NAME)
(INSTITUTION NAME)
(CITY, COUNTY ILLINOIS)
CDB BUILDING INVENTORY NO.
(LIST AS REQUIRED)



STATE LOCATION PLAN

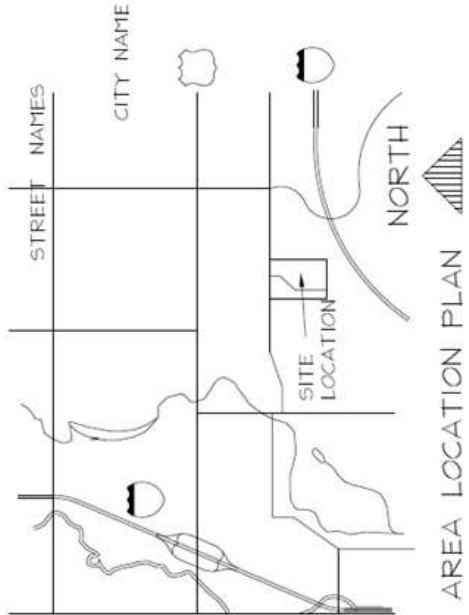
FOR:
STATE OF ILLINOIS
CAPITAL DEVELOPMENT BOARD

SAMPLE COVER SHEET WITH STANDARD TITLE BLOCK

USING AGENCY:
(NAME OF AGENCY)

BY:
(A/E NAME)
(ADDRESS)
(PHONE)

(LIST CONSULTANTS, ADDRESSES, PHONE NO'S)



AREA LOCATION PLAN

NOTE: CONTRACTOR SHALL OBTAIN AND VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME.

REVISIONS		REVISION		SEAL	TITLE	PROJECT NO. JOB NO. and -and	DATE PROJECTED SUBMIT	#
NO.	DATE	REMARKS	BY					
				<p>Capital Development Board Building a better Illinois</p>	<p>State of Illinois JB PRITZKER, GOVERNOR Illinois Capital Development Board</p>	<p>PROJECT TITLE USING AGENCY LOCATION CITY, COUNTY, ILLINOIS</p>		



Design & Construction Manual (DCM)
Bidding and Construction Phases
Articles 10-23

- 10.1 Obtain approval from PM before printing and distributing bid docs
- 10.2 Advertisements
 - Projects must be advertised at least 14 calendar days before the bid opening
 - Ad must include pre-bid meeting info and note if attendance is mandatory
 - Bid for the coordinating contractor will usually be received one week following assigned bid
- 10.3 Document Distribution
 - A/E to solicit multiple bidders
 - A/E to issue addenda after PM approval but no later than 3 days before bid opening

- 10.1 **General.** Upon CDB acceptance of 100% design documents, the A/E shall sign, seal and date each sheet of the drawings and the project manual with the same date. CDB PM approval, in writing, for release of bidding documents must be obtained by the A/E before printing and distributing documents to the public.
- 10.2 **Advertisement for Bids.** The Illinois Procurement Code 30 ILCS 500/1 requires that contracts shall be advertised at least 14 calendar days before the bid opening. The A/E shall provide the necessary information to the PM in a timely fashion.
- A. For small or single contract projects a single bid opening will be scheduled. For large projects, the bids for the coordinating contractor will usually be received one week following receipt of bids for the assigned contractors.
- B. The advertisement for bids shall include the pre-bid meeting information. Mandatory attendance at the pre-bid conference shall be noted in the advertisement.
- 10.3 **Document Distribution.**
- A. The reproduction and distribution of bidding documents is the responsibility of the A/E. If more bidding documents are distributed than the number of sets listed in Appendix A of the agreement, the additional sets are reimbursable to the A/E. The A/E shall maintain an accurate record of all vendor provided printing costs. "In-House" printing of bid sets is permitted. CDB will reimburse for in-house printing based on area costs for vendor provided printing. A/E shall provide at least two quotes from local vendors as backup with pay request.
- B. The A/E shall distribute bid documents to all interested bidders, subcontractors, suppliers, etc. Each prospective bidder shall be provided with one loose copy of the bid forms, one CDB bid envelope addressed to the appropriate bid receipt location, and the "Bidder Check List". The envelope and check list are available from CDB.
1. The PM can provide a list of potential bidders from the prequalification list maintained by CDB. Contractors not pre-qualified with CDB should be referred to CDB's Contracts section.
2. It is in the interest of the A/E to solicit competitive and multiple bids for each contract to avoid having to rebid or redesign the work.
- C. Plan holders shall make a reasonable plan deposit or be a member of a non-cash deposit program in accord with the advertisement for bids. The plan deposit may be cash or company check. Plan holders who return bidding documents in good condition within forty-five (45) calendar days of the bid opening shall have their deposit returned. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the PM. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.
- D. Plan holders shall not be charged handling and postage to obtain bidding documents. This is considered an overhead item in the A/E agreement. Postage for additional sets above the number listed in Appendix A shall be a reimbursable to the agreement. Postage to return documents shall be at the plan holder's expense.

- E. The following individuals and offices shall receive the bidding documents, or portions of the bidding documents. These individuals and offices shall be listed on the plan holder lists.
1. Dodge Plan Rooms. The A/E shall send one complete set of bidding documents to the F. W. Dodge Corporation Plan Room in Springfield, IL. F. W. Dodge divides the state into a north and south region for advertising purposes. Projects located in the northern region shall also be filed at the Chicago office. Projects located in the southern region shall also be filed at the St. Louis Area office.
 2. Other Plan Rooms. The A/E shall send complete sets of the bidding documents to other plan rooms as prudent to solicit competitive bids and to make the bidding documents available to as many potential bidders, subcontractors, and suppliers as possible. PM may advise A/E of distribution. All participating plan rooms are listed in each CDB Bid Information Newsletter.
 3. CDB Offices. Bidding documents shall be distributed to CDB personnel and sections as listed below:
 - a. PM - one set of bidding documents plus detailed estimate.
 - b. FEP section - one project manual
 - c. Archivist - one printed set of bid drawings and specifications and one set of drawings and specifications on compact disk (CD), including all addenda. See [Article 22.2 B.](#) for detailed instructions on preparing the CD submittal.
 - d. Contract Administration Division in the Springfield office: detailed estimate and all addenda (all projects);
 - e. Bid Officer in a Regional Office: project manual and detailed estimate plus all addenda (for projects bid in that location).
 4. Using Agency. Two sets of bidding documents (or as specified in PSA) including all addenda.

DATE:

State of Illinois
CAPITAL DEVELOPMENT BOARD

Project Architect/Engineer name, address & phone

TO: PROSPECTIVE BIDDERS

SUBJECT: ADDENDUM NO. TO THE BIDDING DOCUMENTS FOR

CDB-Project number
*Project title and location including county.

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated _____, _____. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

PROJECT MANUAL:

1. SECTION :

DRAWINGS:

1. SHEET :

BID DATE:

1. This Addendum does not alter the previously published bid date(s).

* * * OR * * *

1. This addendum modifies the bid date(s) as follows: Bids are due for _____ Work date at time prevailing time. Repeat for other bid dates The bid location is the Capital Development Board's office,(*3rd Floor, Wm. G. Stratton Building, 401 South Spring St., Springfield, IL 62706) (Suite 14-600, 14th Floor, James R. Thompson Center, 100 West Randolph St., Chicago, IL 60601)

*Except as modified herein, Addendum No.(s) [previously issued addendum or addenda, if any] and the originally issued bid documents shall remain in full force and effect.

Very truly yours,

Architect/Engineer
This addendum consists of _____ pages.

Attachment list spec sections and drawings

10.5 Addenda. The A/E shall prepare all required addenda.

- A. CAF may not be changed by addendum, unless directed by CDB.
- B. Technical clarifications and interpretations may only be made by addendum. No technical clarifications or interpretations are to be given to individual contractors outside the addendum process.
- C. All addenda, including all revised drawings and sections, must be accepted by the PM prior to distribution to the plan holders. A/E shall allow sufficient time for CDB review to fulfill the adequate notice requirement.
- D. Distribution and Adequate Notice. All addenda shall be issued to all plan holders as required to ensure receipt no later than three (3) business days prior to the bid opening. The A/E shall use whatever delivery method is most prudent to ensure receipt. A/E shall verify receipt of the addenda with each plan holder. When addenda are not issued in a timely manner, the bids will be returned unopened and the bid opening date will be extended. Any additional costs incurred by the A/E for the extension of the bids shall be at A/E's expense.
- E. The A/E will consider written requests by prospective bidders to amend the bidding documents. Such requests must be received at least ten (10) calendar days prior to bid opening date and include complete description of the desired change including any technical data and references for the A/E's evaluation. If a request is approved, the A/E will revise the bid documents by addendum. When requested, the A/E will provide to CDB a listing of the requests that were not approved.
- F. The addenda shall be numbered sequentially and dated.
- G. Addenda shall be prepared according to the Addendum format in the Reference Library on CDB's website. Addenda in any other format (e.g. on the firm's letterhead) will not be accepted.
 - 1. List all changes in order of specification sections and drawing numbers.
 - 2. The A/E shall not specify any sole or dual sourcing of an item in an addendum unless approved by CDB per Article 3.4 E.
 - 3. If one or more of the bid forms require a change, the A/E shall issue a complete set of new bid forms with the following information located in the lower right hand corner of each page: REVISED, ADDENDUM #(), (addendum date).
 - 4. Changes shall be clearly noted and identified (A, B, C, etc.) on the drawings. Make a notation in the revision column of the drawing indicating the change letter, the date of the change, and a brief description of the change. All changes are to be incorporated into the original drawing. Revised drawing page numbers shall be identified by addition of "R" to the number (e.g. A-3R).
 - 5. The A/E shall state the status of previously issued addenda.
- H. Pre-bid meeting minutes and bid tabulations are not to be issued as addenda. These are informational items and are to be distributed as such.

Pre-Bid Meeting

DCM Article 10

- Discuss CDB Requirements
- Using Agency Provides Pertinent Info
- A/E Discusses Project
- Answer Bidder Questions
- Tour Project Site



State of Illinois Capital Development Board

Pre-Bid Meeting Agenda

[Publish Date]

1. INTRODUCTIONS

- a. Project Information:
 - i. CDB Project Number: [CDB Project Number]
 - ii. Project Title: [Title]
 - iii. Project Location: [Company Address]
- b. Capital Development Board
 - i. Project Manager Choose an item.
 - ii. FEP Representative Choose an item.
 - iii. Bid Officer Choose an item.
- c. Using Agency Click or tap here to enter text.
- d. Architect/Engineer Click or tap here to enter text.
- e. Firms in Attendance
- f. All present are required to sign the attendance sheet. Please include company, phone number(s), and email address(es).
- g. A/E will record meeting minutes and distribute including current plan holders list and a bidder's checklist.
- h. Meeting Minutes are not part of the contract and are not binding.
- i. This **Choose an item.** Mandatory Pre-Bid Meeting

2. CDB BIDDING PROCESS

- a. CDB Project Number as well as project information included at heading of this page
- b. Bidders must be Prequalified with CDB
- c. [Standard Documents for Construction](https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/sdc-cm2009.pdf) (SDC) and Supplements
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/sdc-cm2009.pdf>)
- d. Assignment of Contracts
Choose an item.

Page 1 of 5

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- e. Tax exempt for material purchases
<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/cdbtaxemptcertificate.pdf>
- f. Supplier/Subcontractor registration requirements:
 - i. Any subcontractor over \$100,000 must be certified for the project prior to beginning any work
 - ii. Vendor registration status and prequalification information is available on CDB’s Vendor Registration and Prequalification website
<https://cdb.illinois.gov/business/prequalification.html>
- g. Builders Risk Insurance – Choose an item. Contractor shall purchase and maintain in accordance with SDC Article 00 73 19.
- h. LEED Certification Level: Choose an item.
- i. Retention Trust (if applicable)
- j. Contract Administration Fee – 3% of base bid to be added by contractor
- k. Bid Dates:

Trade	Bid Due Date	
	Date	Time
Choose an item.	Click or tap to enter a date.	Click or tap to enter a date.

Trade	Bid Opening	
	Date	Time
Choose an item.	Click or tap to enter a date.	Click or tap to enter a date.

- l. Bid Location: WebEx/Online:
 The information for the WebEx can be found in the Project Manual under Section 00 11 13.
- m. Cooperate and solve problems with CDB and A/E
- n. Contract completion time:
 - i. **of days to Substantial Completion**
 - ii. **of days to Final Acceptance**
- o. Review Bidders Checklist for all applicable documents and requirements:
<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/bidders-checklist.doc>
- p. Changes to base or alternate bids are only accepted by fax and cannot reveal bid amount. Should only include the amount the modification to increase or decrease the bid price.
- q. A/E is responsible for specification and drawing interpretations.

- r. Call A/E or check CDB website for Unofficial Solicitation/bid results (<https://cdb.illinois.gov/procurement/unofficial-solicitation-results.html>).

3. ADDENDA

- a. Questions, Clarifications, additional manufacturers, etc. must go to A/E. Last day to submit: Click or tap to enter a date.
- b. A/E must issue at least 3 days prior to bid. Click or tap to enter a date.
- c. Check with A/E three (3) days prior to bid to verify you have received all addenda.
- d. All addendas **MUST** be acknowledged on bid form. Failure to acknowledge will result in rejection of bid.

4. Bid Officer: Choose an item.

5. CDB FEP: Choose an item.

- a. Clarify Bidding procedures for meeting MBE/WBE/PBE/VBE requirements.
- b. Evidence of “Good Faith Efforts (GFE)” (if goals are not met on 00 41 05) must be submitted with bid. Otherwise, if no GFE is provided at the time of bid, the bid will be rejected.
- c. Bidders that submit a blank 4105 form **MUST** submit Good Faith Effort documentation with their bid.
- d. Review of workforce hiring goals. (PC-2 DHR) Refer to the FEP handout and contact FEP representative, Choose an item.

6. WORKFORCE

- a. All bidders and all their subcontractors must be participants in apprenticeship and training programs that are both approved by and registered with the U.S. Department of Labor. The programs must be in the same trade in which firm(s) perform work. Certificate(s) of participation in a DOL accredited Apprenticeship & Training Program must be submitted with your bid per Document 00 41 08.
- b. Project Labor Agreement (PLA)
 - i. The Contractor 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, known Subcontractor and Trade Union within 10 days following the Notice of Intent to Award (NOIA) with a copy provided to CDB. All subcontractors (in addition to Prime Contractor) are required signatories to the PLA.
 - ii. Submission of the executed Project Labor Agreement shall be a post-Award requirement. Pre-Job PLA Meeting with the Building Trades Council and representatives will be required prior to the start of construction activities. Please reference section 00 43 43 of the bid documents.
- c. The Illinois Works Jobs Program Act requires that apprentices perform either 10% of the actual total labor hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. The State's contribution to this project amount is 50% or more of the total estimated cost for this public works project, and therefore the 10% apprenticeship goal applies to all prevailing wage eligible work performed by the contractors and subcontractors on the public works project. Please reference section 00 43 44 of the bid documents.
- d. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

7. A/E

- a. Outline Project including schedule.
- b. Questions from bidders on plans/specs.
- c. Clarify responsibilities, intent, etc.
- d. Unit Prices (if applicable)
- e. Alternates
 - i. Listed in bid documents and bid form
 - ii. Order will be announced before first bid is open.
 - iii. Otherwise the order is as appears on the bid form.

8. USING AGENCY COMMENTS

- a. Cooperation, hours, check-in, storage (tools, materials) parking, etc.
- b. Contact Information (Additional dates to tour site)
- c. Questions

9. CONTRACTOR QUESTIONS or COMMENTS

10. A/E conducts tour of Project Site

Choose an item. , Choose an item. | Choose an item.

Choose an item.

(o)

(c)

Click or tap here to enter text.

DCM

10.6 Pre-Bid Meeting.

- A. When a pre-bid meeting is scheduled, the A/E shall include the date, time, and location of the pre-bid meeting in the Advertisement for Bids (00 01 13). The pre-bid meeting will be scheduled by the CDB PM and will be held no less than seven calendar days prior to the day the bids are to be opened. The CDB PM will chair the pre-bid meeting.
- B. With the consent of the PM, attendance at the pre-bid meeting may be mandatory for prospective bidders when specified in the project manual and in the advertisement for bids. The A/E shall submit the list of attendees to the PM. This list will be transmitted to CDB's Contract Administration Division. Bidders who do not attend a mandatory pre-bid meeting shall have their bids rejected.
- C. The A/E shall record the names, and the names and addresses of their respective firms, of all persons in attendance. The A/E shall also record the minutes of the pre-bid meeting, listing all questions and all responses to those questions.
- D. Minutes of the meeting shall be issued to all plan holders and all persons attending the pre-bid meeting but are not to be included as part of any addendum.

Bid Opening

DCM Article 10

- **A/E responsible for disseminating bid results**
- **Bid tabs are now posted on CDB's website**
- **Send Bid document CD to CDB**
- **Bid Openings are conducted by WebEx**

DCM

10.7 Final Estimate. Prior to the bid opening, the A/E shall submit a final detailed estimate of probable construction costs of the contracts being bid based on the bidding documents and all addenda.

10.8 Bid Openings.

- A. The A/E shall attend all bid openings for the project unless specifically excused by the PM.
- B. The A/E shall have developed, in conjunction with the using agency and the PM, an order of priority to be used in awarding alternates. Unless an order of priority is publicly announced before the bid opening, alternates will be awarded in the order specified in the bidding documents.
- C. The A/E shall provide bid results to all parties who require the information. CDB will provide the A/E with one set of bid tabulations at the bid opening. In the event the PM excused the A/E from attending the bid opening, the PM will fax the bid tabulations to the A/E within two hours of the bid opening.
- D. For projects which have a coordinating contractor, the A/E shall provide the assigned contractor bid tabulations to the coordinating contractor bidders within two business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.

Virtual Bid Openings



Refer to 00 11 13 for link

Example

- * All virtual bid openings will be on Tuesday's at 2:00 pm
- * Attend via WebEx:

Meeting number (access code): 2463 639

5226 Meeting password: 3S2sVqVBW7U

Meeting phone

+1-312-535-8110 United States Toll (Chicago)

+1-415-655-0002 US Toll

Construction Contract Award

DCM Article 11

- **No presumption of award until CDB notifies the successful bidder**
- **Bid analysis**
- **Award notification**

Article 11 CONSTRUCTION CONTRACT AWARD

11.1 General.

- A. A/E shall comply with CDB policy that discussions with bidders, news media, etc. not include any presumption of award until the award is decided by CDB.
- B. CDB may award construction contracts within 60 days receipt of the bid(s) or any other period stated in Section 01 11 00 of the Project Manual or CDB may request bidders to provide written consent to extend their bid beyond the 60 day period or the period stated in Section 01 11 00.

11.2 Bid Analysis. A/E shall provide assistance to CDB to identify the apparent successful bidder or bidders.

- A. Review all product substitutions submitted in accordance with procedures set forth in the Standard Documents for Construction and provide CDB with a written recommendation to accept or reject the proposed substitution.
- B. Review all unit prices submitted and provide written explanation of acceptance or rejection.
- C. Review bids that fail to acknowledge all addenda issued. A/E will be requested to attest whether, in the A/E's opinion, the addendum not acknowledged is, or is not, work related for that contractor.
- D. Review bid forms that contain additional verbiage supplied by the bidder. A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement applicable to the bid amount.
- E. When lowest bid received differs substantially from the other bids received, A/E shall contact the low bidder and review the requirements of the project as it pertains to the bid. Report findings to the CDB Project Manager in writing.
- F. When single bids are received, A/E shall provide the CDB Project Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the reason(s) multiple bids were not received.

11.3 Award Notification. CDB will notify the successful bidder(s) and the A/E of the award(s) by copy of the Notice of Award letter (NOA).

Pre-Construction Meeting

DCM Article 12

- **Scheduled within seven (7) days of Notice of Award**
- **Attendees:**
 - **CDB Project Manager**
 - **CDB FEP Compliance Technician**
 - **Using Agency Representative**
 - **A/E**
 - **Contractors**
 - **Major Sub-contractors**

DCM

Article 12 PRE-CONSTRUCTION MEETING

- 12.1 This meeting will be scheduled by the CDB PM within 7 calendar days of the NOA. See Article 013122 of the Standard Documents for Construction. Attendance is mandatory for the A/E, coordinating contractor, all assigned contractors, and using agency representatives. Attendance by sub- contractors and A/E consultants is encouraged, but not mandatory unless requested by PM.
- 12.2 Agenda will consist of CDB discussion of construction procedures, pay request application procedures, and documentation to be supplied by contractors, sub-contractors and material suppliers in support thereof. Contractor compliance with Fair Employment Practice, (FEP) goals and programs will also be discussed.
- 12.3 A/E on-site observation/representation shall be discussed as it may pertain to the specific requirements of the project.
- 12.4 The contractors will be advised of the A/E's critical work list items so that they can notify the A/E to make arrangements for on-site representation.
- 12.5 Requirements for A/E attendance during all field tests specified to be performed by the contractor as well as during installation of critical systems shall be discussed.
- 12.6 A/E will explain requirements for submission of shop drawings, samples and product data.
- 12.7 The process for obtaining document interpretations and authority for same shall be delineated.
- 12.8 CDB and the using agency shall review requirements for logging site visits with the appropriate using agency authority at the facility.
- 12.9 Using agency may review facility access and specific safety/security procedures.



CAPITAL DEVELOPMENT BOARD

Pre-Construction Meeting Agenda

[Publish Date]

1. INTRODUCTIONS

- a. Introduction: CDB, A/E (Field & Office), User, Contractor
- b. All present are required to sign the attendance sheet. Please include phone number and email address.

2. CORRESPONDENCE

- a. All correspondence regarding this project, including emails, must include:
 - i. CDB Project Number: [Project No.] Phase #: Choose an item.
 - ii. Project Title: [Title]
 - iii. Project Location: [Project Address]
 - iv. Building Number(s): Click or tap here to enter text.
- b. All correspondence (except shop drawings) must be copied to the Using Agency, A/E, and CDB PM.
- c. Assigned contractors copy Coordinating Contractors on all correspondence (as well as all listed above).
- d. A/E will distribute Project Directory with contact information for all personnel to be involved in the project. Directory shall include office & cell phone numbers, e-mail address, and mailing address.

3. RESPONSIBILITIES

- a. CDB PM: Is the State's representative making owner-related decisions and is responsible for monitoring the coordination and progress of the project.
- b. A/E: Responsible for design of the project and monitoring construction for compliance with the contract documents. Is CDB's representative in the absence of the PM.
- c. Using Agency: The party for whose use and benefit the project is being constructed.
- d. Single Prime Contractors (SPC): All listed protected subs are the responsibility of the Single Prime Contractor along with all subs and suppliers. The SPC, and or Coordinating Contractor shall conduct bi-weekly or weekly coordination meetings. The SPC or CC shall provide copies of the meeting minutes to PM, A/E and Using Agency for all coordination meetings.
- e. If Applicable, Coordinating Contractor (CC): Responsible for scheduling and coordination of all assigned contractors.
 - i. If applicable, Assigned Contractors: Cooperate with coordinating contractor.
- f. **NO EXTRA WORK OR CHANGES CAN BE AUTHORIZED BY THE USER OR A/E. ONLY CDB CAN AUTHORIZE AND APPROVE CHANGES. See section 8 for further details.**

4. POST AWARD REQUIREMENTS

- a. Contractors cannot start work, including scheduling and submittals, until the Authorization to Proceed (ATP) has been received.
- b. ATP cannot be issued until all post award requirements have been submitted and approved.
- c. ATP will not be issued to assigned contractors until the coordinating contractor ATP is issued.
- d. Contracts awarded on this project are shown on the Notice of Award and include (as applicable): Base Bid(s), Alternates ____, and CDB Construction Administration Fee. Contract Time is ____ days to Substantial Completion **OR** Substantial completion **must be completed on or before** Click or tap to enter a date.. Final Acceptance: ____days from Substantial Completion (SC) **OR** Final Acceptance **must be completed on or before** Click or tap to enter a date..
- e. Subcontractor/ Supplier Certifications and Disclosures are required for all subs and suppliers with contract values over \$100,000.00 or more.
 - i. Any sub or supplier over \$100,000.00 cannot begin work on the project until CDB has issued an ATP for that sub or supplier.
 - ii. It is recommended any sub or supplier near the \$100,000.00 threshold whom may receive a Request For Proposal (RFP), should submit the Certifications and Disclosures to prevent possible delays.

5. GENERAL REQUIREMENTS

- a. Project Documents
 - i. CDB Reference Library (<https://cdb.illinois.gov/business/library.html>)
 - ii. Standard Documents for Construction (SDC)and Supplements (<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/sdc-cm2009.pdf>)
 - iii. Procedures and Forms
- b. Issued for Construction Documents
 - i. Contractors cannot start work without the Issued for Construction Documents.
 - ii. If additional documents are required, contact the A/E who will provide up to six (6) sets at no additional cost.
 - iii. Contractor is required to keep one set on site to mark-up with all changes, differing conditions, etc. and to be turned into the A/E at close out. A/E will review this set monthly.
- c. Construction Schedule
 - i. A/E will supply Issued for Construction (IFC) documents by: _____
 - ii. The Coordinating Contractor will prepare a construction schedule that includes the contractual Substantial and Final Acceptance dates.
 - iii. **Schedule must be submitted 14 days after this meeting, unless otherwise.**

- iv. Should include submittals, testing, and critical path items, major milestones, phasing, etc.
- v. Failure to maintain schedule may result in reduction of OH&P, rejection of pay request, etc.
- vi. A current and updated schedule shall be provided at each pay/progress meeting.
- d. Contractor's Schedule of Values (CSV)
 - i. CSV must be completed and submitted to the A/E at least 14 days prior to the first pay meeting. If applicable, Coordinating and Assigned Contractors are required to submit a CSV.
 - ii. **No payments will be made until the CSV is approved by CDB.**
 - iii. Each CSV must be filled out completely and correctly per CDB's Procedures and Forms.
 - 1. Breakdown entire contract as required by the specifications, including overhead and profit, bonds, insurance, construction administration fee, contractor & sub-contractor labor, suppliers, etc. which hold a value of more than \$1,000.00
 - 2. **All subcontractors and suppliers over \$100,000.00 are required to complete Standard Certifications, Subcontract, and Financial and Potential conflict of interest forms which are to be submitted to CDB by the Prime Contractor.** Subs or suppliers over \$100,000.00 cannot perform work until an ATP has been issued for that sub or supplier. To expedite the approval process, reference the instructions provided on CDB's website.
 - 3. FEP, MEP, and VBE suppliers or contractors shall be identified and match the submitted 00665 form.
 - a) FEP, MEP, VBE and PBE suppliers and contractors shall be identified in the CSV (recommended in bold with corresponding designation (FEP, MEP, VBE, and VBE).
 - 4. Indicate all Illinois Products.
 - 5. CDB ID number must be provided for all subs and suppliers over \$1,000.00.
 - 6. **LUMP SUMS, LOT, ETC. ARE NOT ACCEPTABLE FOR UNIT(S) OF MEASUREMENT FOR BREAK DOWNS. Provide the unit, quantity, and unit price for each line item.**
 - 7. Any changes to the CSV after initial approval must be documented in writing by the contractor and approved by the A/E and CDB before the changes are made to the CASS Form.
- e. Shop Drawings/ Submittals
 - i. All shop drawings listed in the specifications must be submitted to the A/E for approval.
 - ii. Shop drawing submittal process - Hard copy or electronic (to be determined by the A/E).
 - iii. Every attempt should be made to have submittals turned in 30 days after ATP.
 - iv. Assigned Contractors are to submit to the Coordinating Contractor who will forward to the A/E.
 - v. A/E to maintain a submittal log.
 - vi. Maintain 1 complete set to turn over at closeout. (# of sets varies by agency).

- vii. A set of approved shop drawings should be maintained on site.
- viii. Substitutions may not be made or approved by shop submittal process.

6. SITE REQUIREMENTS *(discuss as applicable)*

- a. General Conditions
- b. Security Requirements
- c. Access to Site
- d. Field Offices
- e. Using Agency /Current Work in progress/ Vacant
- f. Material and tool Storage. **The Using Agency will not accept any Deliveries.**
- g. Temporary Facilities/Utilities (Verify with Specifications)
- h. Each trade should clean daily.
- i. Coordinating Contractor should coordinate cleaning of the site per the Specifications.
- j. Secure tools and materials always.
- k. Contractors (not CDB, A/E, or User) are responsible for site safety.
- l. Notify CDB immediately of accidents or safety violations in writing.
- m. Contractors shall not use user equipment (i.e. ladders, tools, lifts, etc.) to perform their duties.

7. PAY REQUEST

- a. Monthly Progress and Pay Meetings
 - i. Establish Location, Date, and time of monthly meeting.
 - ii. A representative should be present at each meeting from: The A/E, CDB PM, Using Agency, Coordinating Contractor, and Assigned Contractors.
 - iii. This meeting is to review and approve pay request and discuss project progress and as well as problems. This is not a coordination meeting.
- b. Payment and Retention
 - i. CDB will pay for all acceptable work up to the date of the pay meeting including OverHead and Profit.
 - ii. All materials are tax exempt.
 - iii. A Pencil copy of the CASS **must** be submitted to the A/E, PM, and User no later than 10 days prior to the pay meeting, unless A/E and CDB PM states otherwise.
 - iv. Upon Acceptance of the Pencil copy the contractor is required to bring the typed CASS, Invoice Voucher, Lien Waivers, Stored Material Log if applicable, and all associated paper work to the meeting. (4 complete sets or as agreed upon)
 - v. Retainage will be 10% unless a reduction is approved by CDB.
 - vi. Retainage will not be reduced any earlier than 50% completion.
 - 1. Request for Reduction of Retainage – 10/5 (from 10% to 5%)
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/10-to-5-percent-rrr.doc>)

2. Request for Reduction Retainage, **must** attach a Consent of Surety (<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rrr.doc>)
- vii. If applicable, Contractors eligible for the Retention Trust Agreement have until the first pay meeting to establish trust for retention. (Reference SDC's for criteria)
- c. Construction Administration Fee (CAF)
 - i. The CAF is required to be invoiced on the first pay request as identified on your NOA.
 - ii. Prior to the 2nd payment being made the contractor is required to submit a check in the amount of the CAF to CDB.
 - iii. In the case of a single pay request the CAF must be remitted to CDB at least 10 days prior to submittal of the Final Pay request.
 - d. Contractor's Affidavit and Sworn Statement (CASS)
 - i. Line items on the CASS must be identical to the CSV
 - ii. Fill out the CASS form completely. Do not manipulate the document.
 - iii. Change orders should only be added to the CASS after approved and executed by CDB.
 - e. Stored Material Log (SML)
 - i. CDB will pay for storage of materials on and off site that are for future use on the project.
 - ii. Approval must be given by the A/E and CDB.
 - iii. Material must be stored in an approved manner and accessible for inspection by the A/E.
 - iv. Off-site material must be clearly labeled as to CDB project name and number.
 - v. As long as materials are stored, the SML must accompany each pay request, even if no new materials have been stored. As materials are installed, they should be removed from the SML.
 - f. Certified Payroll
 - i. All contractors and subcontractors are **required to submit certified payroll to CDB.**
 1. Submittal of certified payroll to Illinois Department of Labor (IDOL) does not count.
 2. Not submitting certified payrolls to CDB will delay payment and Change Orders from being processed.
 - ii. Must submit monthly indicating payroll records of all workers employed by the contractor on the project.
 - g. Lien Waivers
 - i. Partial Lien Waivers (<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/waiver-of-lien-partial.doc>)
 1. Beginning with the second pay request, and with each succeeding pay request, Partial Lien Waivers for contractors as well as its subs and suppliers in the amount paid to date, less retainage, as shown on the previous months CASS are required.

2. Lien waivers for all invoiced work shall accompany the first pay request if the amount exceeds 50% of the total contract amount.
 3. CDB's waiver form **must** be used for all Lien Waivers (Use current waiver on CDB website).
 4. All waivers require two (2) signatures and notarized.
- ii. Final Lien Waivers
<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/waiver-of-lien-final.doc>
1. The contractors Final Waiver shall be for the full amount of the contract including all change orders.
 2. Final lien waivers from all subcontractors and suppliers shall be in the amount of their subcontracts, including change orders.
 3. All waivers require two (2) signatures and notarized.

8. Request For Proposal/CHANGE ORDERS (RFP/CO)

- a. **NO EXTRA WORK OR CHANGES CAN BE AUTHORIZED BY THE USER OR A/E. ONLY CDB CAN AUTHORIZE AND APPROVE CHANGES.**
- b. All changes, additions or deductions to the contract must be made by RFP/CO, even if there is no change in the contract sum.
- c. Upon request of Contractor, User or CDB and after approval by the CDB PM, will the A/E issue an RFP/CO.
- d. If time is a factor, a Proceed Order can be issued by the CDB PM and must be approved by the CPO prior to work included on the PO beginning.
- e. Upon receipt of RFP/CO, Contractor has 14 days to price and return the RFP/CO Package to the A/E. The RFP/CO package may include but is not limited to:
 - i. Request for Proposal & Change Order (RFP/CO) – signed and dated by A/E & Contractor(s)
 - ii. Statement of Work Prior to Contract (available from CDB PM)
- iii. Contractor's/Subcontractor's Proposal Breakdown Summary (CPBS) Package
<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/changeorderpackage.xls>
 1. Contractor's/Subcontractor's Proposal Breakdown Summary (CPBS)
 2. Change Order Proposal Summary Computations
 3. Change Order Proposal Labor Cost Breakdown
 4. Itemized breakdown of equipment and/or materials with description, unit price, unit of measure, and total costs.
 5. Invoice and/or Price quotes of equipment and/or materials
 6. Equipment costs must be supported by quotations on the supplier's letterhead, even if the equipment is owned by the contractor.

9. CDB FEP TECHNICIAN Choose an item.

- a. Monthly Manpower Utilization Report (MMUR)
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/monthly-manpower-utilization-report-7b-mmur-form.doc>)
 - i. This form verifies contractor's compliance with FEPC and CDB's EEO requirements and gives a breakdown of the manpower on the job including minorities. This form must be completed by each contractor working for CDB, include subcontractor's work force(s) in the total.
 - ii. Contractor will complete and forward to CDB's FEP section **monthly**, even if no work is being performed.
- b. CDB FEP technician will inspect project periodically and monitor MMURs to verify compliance with established goals.

10. SUBSTANTIAL COMPLETION (SC)

- a. When the contractor considers work substantially complete, email the A/E, CDB Project Manager, and Using Agency.
- b. The A/E or CDB PM will schedule an inspection meeting and upon completion of inspection, shall schedule a Substantial Completion Meeting.
- c. Documents required for a Substantial Meeting must contain, but are not limited to the following:
 - i. Certificate of Substantial Completion
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/substantial-completion-certificate.doc>)
 - ii. Punch List
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/punchlist.doc>)
 - iii. Guarantees, Warranties, and Bonds
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/guarantees-warranties-and-bonds.doc>)
 - iv. Certificate(s) of Operating and Training:
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/certificateoperatingtraining.doc>)
 - v. If applicable, Roofing System manufacturer's Certification (RSMC)
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rsmc.doc>) **OR** Roofing Manufacturer's Modification Certificate – RMMC
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rmmc.doc>)
 - vi. If applicable, Pre-engineered Metal Building Manufacturer's Certificate PBMC
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/pre-engineered-metal-building-pbmc.doc>) O&M Manual(s)
 - vii. Testing and Balancing reports, if necessary
 - viii. Spare parts list, if necessary.
 - ix. Complete set(s) of shop drawings
 - x. Contractor one (1) year warranty for material and labor on company letterhead.
 - xi. List of suppliers, vendors, and subcontractors with names, addresses and telephone numbers.
 - xii. Verify with PM if additional information is required.

11. FINAL ACCEPTANCE (FA)

- a. When the A/E considers the work is complete in accordance with the contract, a final acceptance meeting will be scheduled. In accordance with the meeting, the final payment submittal will be submitted and reviewed and must contain but are not limited to the following:
 - i. Certificate of Final Acceptance
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/final-acceptance-certificate.doc>)
 - ii. Invoice marked as “**FINAL**”
 - iii. Revised CSV (if applicable) marked as “**FINAL**”
 - iv. FINAL CASS – must match FINAL CSV
 - v. Contractor’s Final Declaration (CFD) with power of attorney
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/cfd.doc>)
 - vi. Final Waivers of Lien from each sub or supplier for the full amount as shown on the CSV. MUST BE ON CDB’S LIEN WAIVER FORM.
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/waiver-of-lien-final.doc>)
 - vii. Testing and Balancing Reports, if necessary
 - viii. Warranties for items on the punch list
 - ix. GWB for punch list items
 - x. If not provided at Substantial Completion, Roofing System manufacturer’s Certification (RSMC)
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rsmc.doc>) **OR** Roofing Manufacturer’s Modification Certificate – RMMC
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rmmc.doc>)
 - xi. If not provided at Substantial Completion, Pre-engineered Metal Building Manufacturer’s Certificate PBMC
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/pre-engineered-metal-building-pbmc.doc>)
 - xii. O&M Manual(s), if not provided at Substantial Completion
 - xiii. As-builts
 - xiv. The A/E, CDB PM, and User will complete Performance Evaluations of each contractor.
 1. Will be distributed by CDB PM.
 2. Return completed evaluations to CDB PM.
 - xv. Any items not submitted at substantial. Verify with PM.

12. MISCELLANEOUS

- a. Notify A/E, CDB or User of all problems (actual or potential) as soon as possible. Don't Wait!
- b. Coordinate and cooperate. Don't assume a problem will be corrected
- c. Closing
 - i. A/E comments
 - ii. Using Agency Comments
 - iii. Single Prime Contractor **OR** Coordinating Contractor Comments
 - iv. Assigned Contractor Comments
- d. Walk-thru (If applicable)

Choose an item. Choose an item. | Choose an item.
Choose an item.

(o)

(c)

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Construction Phase Responsibilities

DCM Article 13

- 13.1 A/E shall issue documents stamped and dated “Issued for Construction”
 - Contractors cannot start work without them
- 13.2 A/E shall receive, review, and submit a list of all applicable licenses prior to the contractor or tradesmen commencing any work.
- 13.3 A/E shall review and monitor all required contractor submittals and respond to them within 14 calendar days
 - No Material Substitutions through the Shop Drawing process

Article 13 MISCELLANEOUS CONSTRUCTION PHASE RESPONSIBILITIES

- 13.1 Construction Documents.** The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. The contractors shall not commence work without the documents stamped and dated "Issued for Construction".
- A. Issued for Construction documents are bid sets (drawings and specs) that have been updated by the Architect to incorporate all addenda issued.
 - B. Each contractor will receive construction documents in the quantity determined by CDB up to a maximum of six sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.
- 13.2 Contractor and Tradesmen Licensing.** The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work.
- A. The A/E shall not knowingly allow any activity to commence or accept any work installed by a non-licensed firm or tradesman where licensure is required.
 - B. A/E shall also receive and review all certificates called for by the specifications (e.g. welding certificate).
 - C. A/E shall submit a list of all required licenses and certificates with copies of each of the required licenses and certificates attached to CDB.
- 13.3 Contractor Submittals/Shop Drawings, Product Data, Samples.**
- A. A/E shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. A/E shall review and respond to submittals within 14 calendar days.
 - B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.
 - C. The A/E shall only review those materials and equipment specified in the contract documents. The A/E shall not make changes in the contract requirements through the review of submittals.
 - D. The contractor may not submit and gain approval of material substitutions through the shop drawing review process. In this event, the A/E shall return the submittal without review and advise the contractor that he may request and initiate a material substitution change order in accordance with the substitution clause of the Standard Documents for Construction.
 - E. If in reviewing the submittal the A/E determines that contract changes are required, notify the CDB PM and request approval of the required changes prior to returning the submittal to the contractor. The submittal shall then be returned to the contractor with the note that a change order request is contemplated.
 - F. No activity requiring review of submittals may be started without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.

Construction Phase Responsibilities

(continued)

DCM Article 13

- **13.7 Contractor's Record Drawings**
 - Review monthly prior to the pay meeting
 - Notify CDB of any non-compliance issues

- **13.8 Claims and Disputes**
 - A/E will document all claims and disputes.

- **13.9 Construction Schedule**
 - Prepared by the Coordinating Contractor
 - Obtains input and concurrence of all Assigned contractors
 - SDC 01 32 00 4.D Default is CPM

DCM

13.7 Contractors' Record Drawings. The A/E shall review the contractors' record drawings monthly, prior to the pay meeting, (or more often, if required) and notify CDB of any apparent failure to maintain up-to-date records in accordance with the contract documents. Contractors' pay requests will be held until record drawings are up to date.

13.8 Claims and Disputes.

- A. A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the CDB PM. A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to CDB at each monthly progress/pay meeting.
- B. A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. A/E shall provide a written response, interpretation, and recommendation for resolution to the claimant and CDB. CDB shall make a final determination on all disputes unless removed to ADR and/or the Courts.
- C. While work is in progress, A/E shall observe, measure, and verify costs incurred that are related to the dispute. Immediately notify the CDB PM if additional on-site representation is required to monitor the disputed work.

13.9 Construction Schedule. The construction schedule is to be prepared by the coordinating contractor with the input and concurrence of all assigned contractors and submitted to the A/E prior to the first progress/pay meeting. The A/E shall review the schedule for conformance with the contract requirements. Schedules shall be in the format specified in the project manual and shall include submittals (shop drawings, product data and material samples), major equipment order and delivery dates, on-site construction activities, A/E's critical work list items, commissioning activities, User training, and any other activities deemed important by the project team.

Contractor's Schedule of Values (CSV)

Detailed breakdown of entire contract by specification section broken out into labor and materials. List each subcontractor or supplier over \$1000

DCM 13 & SDC 01 29 73

State of Illinois
CAPITAL DEVELOPMENT BOARD

CSV
Contractor's Schedule of Values

Project Number: 987-654-321
Date: 11/10/2014

IMPORTANT NOTICE

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

FOR CDB USE ONLY

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

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

ARCHITECT-ENGINEER:	Drawern & Speckem 888 Archueer Road Anywhere, Illinois 65555	PROJECT:	Upgrade Building Illinois Institution Somewhere, Somewhere County
CONTRACTOR Name, Address Cando Construction 77 Cando Drive Cando, Illinois 67999		CDB CONTRACT NO: 66-1234-41	MBE/FBE Goal: 6.00%
		CONTRACT WORK: General	FEP Technician: Jennifer Kimbrough
		TOTAL ILLINOIS PRODUCTS \$12,865.00	Signature: Date: 11/27/2014

1	1a	2	3	4	5	5	E	6
Contractor, Subcontractor, or Material Supplier	CDB ID No.	Specification Section No.	Description of Work or Material	Number or Quantity	Unit i.e. SF	Unit Price	Scheduled Value	% of Contract
OK Surety		Gen. Cond.	Bond	N/A	N/A		\$6,000.00	1.1%
Rock Insurance		Gen. Cond.	Insurance	N/A	N/A		\$7,500.00	1.4%
CDB		Gen. Cond.	Construction Admin.	N/A	N/A		\$18,300.00	3.4%
Cando	1234	Gen. Cond.	Overhead & Profit	N/A	N/A		\$95,000.00	17.6%
Cando	1234	02072	Demo-labor	LS			\$35,000.00	6.5%
Cando	1234	020072	Demo- Material	LS			\$3,200.00	0.6%
Cando	1234	02221	Excavation-Labor	LS			\$12,000.00	2.2%
Cando	1234	02221	Excavaion-Material	LS			\$11,000.00	2.0%
Cando	1234	03001	Concrete-labor		68 sy	222.00	\$15,096.00	2.8%
Cando	1234	03001	Concrete-material		68 sy	178.00	\$12,104.00	2.2%
Brickey (MBE)	3456	04200	Masonry-Labor		125 sf	363.00	\$45,375.00	8.4%
Brickey (MBE)	3456	04200	Masonry-Material		125 sf	257.00	\$32,125.00	5.9%
Cando	1234	06100	Rough Carpentry-Labor	LS		LS	\$62,000.00	11.5%
Cando	1234	06100	Rough Carpentry-Mat.	LS		LS	\$5,000.00	0.9%
Cando	1234	06200	Finish Carpentry-Labor	LS		LS	\$18,000.00	3.3%
Cando	1234	06200	Finish Carpentry-Mat.	LS		LS	\$2,000.00	0.4%
Cando	1234	06402	Cabinets/Handrail-Mat.	LS		LS	\$10,700.00	2.0%
Cando	1234	06402	Interior Woodwork-Mat	LS		LS	\$8,500.00	1.6%
Cando	1234	06402	Interior Woodwork-lab	LS		LS	\$3,000.00	0.6%
SUBTOTAL							\$401,900.00	74.3%
TOTAL (All Pages)							\$540,710.00	100.0%

Submitted by subject contractor in accordance with the provisions of the contract documents. Upon request of the Architect-Engineer, contracts and relevant documentation will be provided to substantiate this schedule of values. Subcontracts have been provided to CDB per SDC 00 21 50.

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

Contractor: Carl Construction
Name Typed

Signature

Approved: _____

Date: _____

State of Illinois
CAPITAL DEVELOPMENT BOARD

CSV

Contractor's Schedule of Values

Project Number: 987-654-321
 Contract No.: 66-1234-41

1	1a	2	3	4	5	Unit	E
Contractor, Subcontractor, or Material Supplier	CDB ID no.	Specification Section No.	Description of Work or Material	Number or Quantity	Unit i.e, SF	Unit Price	Scheduled Value
Sam Subb	4567	07530	Roofing-Lab.		15 sq	2,200.00	
Sam Subb	4567	07530	Roofing-Mat.		15 sq	875.00	
Solid Core (MBE)	5678	08100	Metal/Wood Doors-Mat.	25		1,000.00	\$25,000.00
Pushme Pullme	6789	08460	Pwr. Dr. Operators-Lab.	25		175.00	\$4,375.00
Pushme Pullme	6789	08460	Pwr. Dr. Operators-Mat.	25		720.00	\$18,000.00
Square 1 (FBE)	7890	09300	Tile-labor		2,550 sf	5.60	\$14,280.00
Square 1 (FBE)	7890	09300	Tile-Material		2,550 sf	2.30	\$5,865.00
Walkonme	8901	09650	Flooring-Lab.		3,000 sf	1.07	\$3,210.00
Walkonme	8901	09650	Flooring-Mat.		3,000 sf	0.88	\$2,640.00
Rocken	9012	09910	Painting/Drywall-Lab.		5,000 sf	2.30	\$11,500.00
Rocken	9012	09910	Painting/Drywall-mat		5,000 sf	0.88	\$4,400.00
Ups & Downs	0123	14240	Elevator-Labor	1		36,675.00	\$36,675.00
Ups & Downs	0123	14240	Elevator-Mat (IL)	1		12,865.00	\$12,865.00
TOTAL OR SUBTOTAL							\$138,810.00

01 29 73 SCHEDULE OF VALUES

- .1 Contractor's Schedule of Values (CSV). The Contractor shall submit a schedule of values for approval by the A/E and CDB. This schedule of values is a itemized breakdown of the cost of the contractor's work. The schedule of values shall be submitted to the A/E fourteen calendar days prior to first application for payment. The Contractor shall:
- A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization, CDB construction administration fee.
 - B. Itemize by separate line item, the cost for work specified in each section of the project manual. Identify the work of Contractor's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.
 - C. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.
 - D. The sum of all items listed in the schedule should equal the contract amount.
 - E. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$1000, unless otherwise approved by the A/E and CDB and breakdown large amounts into increments that can be measured between pay periods.
 - F. Identify work performed by MBE/FBE subcontractors and suppliers.
 - G. Revise to indicate any changes in the contract amount of subcontractors or suppliers not for change orders.
- .2 Listing Stored Material. Any future payment for materials stored on-site or off-site will be limited to those materials listed in the schedule of values.

- 14.1 Basic Services
 - Make Periodic site visits as part of Basic Services in PSA 14.1.B.
 - Observe construction operations
 - Report on the progress & quality of work
 - * To ensure materials, finishes and workmanship are in accordance with the contract documents

DCM

14.1 Basic Service

- A. As a basic service of the agreement, the A/E shall make periodic site visits as set forth herein and as is reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.
- B. The A/E is required to conduct site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the project requirements as designed and specified. Unless otherwise agreed, minimum site visits shall be as set forth below for each trade contract included in the project through substantial completion providing sufficient work is being performed. When minimal work is being performed, the A/E may make one all- inclusive project site visit in addition to the services provided in Article 14.1 C.

Fee Group	Combined General Work	Combined PHVE Work
1 (R or N)	2 visits/month	4 visits/month
2 (R or N)	2 visits/month	2/visits/month
3 (R or N)	1 visit/month	1/visit/month

DCM

C. Attendance at Pay/Progress meetings is a basic service and is not compensable as a reimbursable expense under Article 14.2 , but may be used to fulfill the requirements for periodic site visits providing:

1. Contractors are present on site and installing their respective trade work.
2. Observation is provided by professionals experienced in the discipline of work they are observing with specific knowledge of the requirements of the project.
3. Observation reports are filed in accordance with Article 14.3.

D. CDB shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship do not conform to the contract documents, require special inspection or testing (beyond the specified requirements), or have been disapproved or rejected by the A/E.

E. The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work, to be incorporated into the project.

Observation of the Work

(continued)

DCM Article 14

- 14.2 On-Site Representative
 - More than 1 may be allowed if special conditions and critical installations are involved
 - Observe, measure and verify costs by contractors related to any disputes or claims
 - Shall submit the name, resume and DWE for each proposed on-site representative to the CDB PM for approval prior to any observation

- 14.3 Observation Report
 - Basic Services for site visits & reimbursables
 - Outline for Report criteria
 - Contractor must be on site

DCM

14.2 On-Site Representative. When included in the agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the project and report on special conditions and critical installations as delineated herein.

- A. The duties of the on-site representative are exclusive of Article 14.1 A and are limited to:
 - 1. Observe installation of critical systems or components as set forth in Article 15.1.
 - 2. Observe and verify installed quantities of material specified in the project as an allowance or unit price quantity.
 - 3. Observe specified field tests and CDB approved special testing recommended by A/E as a result of observations provided in Article 14.1 B.
 - 4. When specifically requested by CDB, or by a contractor with CDB concurrence, provide field clarification of document interpretations issued in accordance with Article 13.4.
 - 5. Observe, measure and verify costs incurred by contractors related to any disputes or claims.

B. Prior to commencing the construction phase, A/E shall submit the name, resume, and DWE for each proposed on-site representative to the CDB PM for approval. CDB shall provide written acceptance or rejection of each person proposed.

DCM

14.3 Observation Reports.

- A. A written report shall be submitted to the CDB PM for each site visit made under basic services and each on-site representative's visit. Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall the submission interval exceed 7 days from the date of the site visit.
- B. CDB shall not provide any reimbursement for on-site representative visits without an observation report.
- C. CDB may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.
- D. Each report shall include general and specific information regarding the project as follows:
 - 1. General Information
 - a. CDB Project Number
 - b. Project Name and Location
 - c. A/E Name and Phone Number
 - d. Report Preparers' Name
 - e. Coordinating Contractor's Name
 - f. Date of Site Visit
 - g. Date of Report
 - h. Report Number
 - i. Weather Conditions
 - 2. Specific Information
 - a. Purpose of Site Visit
 - b. Basic Services or On-Site Representative visit
 - c. Names of All Observers Present
 - d. Names of Contractors On-Site
 - e. Size of Each Contractor's Workforce
 - f. Nature and Location of Work Being Performed
 - g. Progress of the Work
 - h. Items Inspected
 - i. Problems Resolved
 - j. Verbal Interpretations Given to Contractor
 - k. Tests Witnessed/Performed
 - l. Site Visitors
- E. When directed by the CDB PM, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and using agency representative.

This form is on the CDB Website but it is not required; **however, the information on the form IS required.**

State of Illinois
CAPITAL DEVELOPMENT BOARD

PIR

Project Observation Report

Report Number _____ Temperature _____
Project Name _____ Weather _____
Project Location _____ Basic Services
Date of Site Visit _____ On-Site (Reimbursible)
Prime A/E _____ Critical Work Item
Coordinating Contractor _____ Enter Phone Number _____
Other Observers Present _____ Enter Phone Number _____
Site Visitors _____

Purpose of Site Visit Architectural Structural Plumbing Heating Ventilation
 Electrical Roofing Other (specify) _____

Nature and Location of Work
Being Performed

Names of Contractors/Sub-
contractors on site and size of
workforce _____ Spec Section/Drawing Number(s): _____

Progress of the Work

Items Inspected _____ Conforms to bid documents/shop drawings: Yes/No _____

Problems noted and resolution
or follow-up actions needed

Verbal Interpretations Given
to Contractor

Tests Witnessed/Performed
and Summary of Results

Prepared by: Name _____ Title _____

Firm Employed by _____ Phone _____

E-MAIL THIS FORM

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

Commissioning Activities

DCM Article 15

- **Critical Systems/Components**
 - Advise CDB PM (*at 100% Completion Stage of Design*) regarding work critical to the success of the project
 - Advise the contractors at Pre-Construction Meeting
 - All critical activities must be observed by qualified personnel
 - Reports due on critical activities within 48 hours of site visit
 - A/E shall attend all startup & User training

Article 15 COMMISSIONING ACTIVITIES

15.1 Critical Systems/Components.

- A. A/E shall advise the CDB PM and using agency regarding on-site representation for observing specific work critical to the success of the project based on the list of critical work submitted to CDB and using agency at the 100% completion stage of design.
- B. CDB, A/E and using agency will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.
- C. A/E shall provide observation reports per Article 14.3 of critical activities within 48 hours of the site visit to CDB, the coordinating and installing contractors and the using agency.
- D. Failure of the A/E to comply with the provisions of this article will result in loss of on-site representation compensation effectively reducing the site visit to a fulfillment of the provisions of Article 14.1 A.

15.2 Performance Testing and Start-up. A/E shall be responsible for attesting that each contractor, as required by the contract documents, performed a thorough and systematic performance test and start-up of their respective work.

- A. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the A/E, all appropriate consultants, and the using agency prior to substantial completion of the project.
- B. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.
- C. The A/E shall provide a report to CDB and the using agency attesting that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include the test results and any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.

15.3 Using Agency Training. The A/E shall attend the training sessions to observe and provide input regarding the operation and maintenance of the systems as designed.

Progress/Pay Meetings

DCM Article 16

- Meeting dates are established by CDB PM at the preconstruction meeting
- A/E representative attending meeting must have signature authority
- Review draft of pay request before meeting (*approximately 5 days*)
- Review Contractor's as-builts before each meeting
- Review schedule, progress, RFIs, RFPs, problems and issues



Capital Development Board

Monthly Pay/ Progress Meeting

[Publish Date]

CDB Project Number: [\[Project No.\]](#)
Project Title: [\[Title\]](#)
Project Location: [\[Project Address\]](#)
Building Number(s): [Click or tap here to enter text.](#)

1. INTRODUCTIONS

- a. All present are required to sign the attendance sheet. Please include phone number and email address.

2. REVIEW MINUTES OF LAST MONTH’S MEETING MINUTES

3. MONTHLY NARRATIVE AND SCHEDULE UPDATE

- a. Review work completed the last 30 days
- b. Work Scheduled for the next 30 days
- c. Review project schedule

4. PROGRESS OF SUBMITTALS – REVIEW A/E LOG

- a. Shop drawings and samples

5. REQUEST FOR INFORMATION (RFI’S) – REVIEW RFI LOG

- a. Review of any outstanding RFI’s

6. REQUEST FOR PROPOSALS/PROCEED ORDERS (RFP/PO) – REVIEW RFP/PO LOG

- a. Review all outstanding RFP’s and Proceed Orders.

7. PROJECT ISSUES

- a. Coordinating Contractor
- b. Assigned Contractor
- c. Using Agency
- d. A/E
- e. CDB PM

8. REVIEW PAY REQUEST – (all parties initial CASS) (Meeting minutes shall identify approved payment amounts.)

9. NEXT MEETING –

10. TOUR SITE –

Choose an item. |PROJECT MANAGER

Choose an item.

(o)

(c)

[Click or tap here to enter text.](#)

DCM

Article 16 PROGRESS/PAY MEETINGS

- 16.1 Meeting dates are established by the CDB PM at the pre-construction meeting.
- 16.2 The meeting shall be attended by the CDB PM, any additional CDB staff as designated by the PM, the A/E project manager, the coordinating contractor, all assigned contractors, the using agency representative and, when requested by CDB, the on-site representative, design architect/engineer and consultants. The A/E representative attending the meeting must have signature authority.
- 16.3 Minimum agenda will consist of reviewing contractor's progress, noting projections for work to be completed in the next month and comparing this information to the current approved project construction and submittal schedule, discussing project problems and proposed contract changes (claims, RFI, and/or RFP logs), and reviewing and reconciling contractor's pay applications using CDB form CASS (Contractor's Affidavit and Sworn Statement).
- 16.4 Approximately one week prior to the progress/pay meeting, or as directed by the CDB project manager, the contractors will submit copies of the draft CASS and SML, if utilized, to the A/E, User, CDB PM and coordinating contractor.
- 16.5 **CASS Form.** The draft CASS and SML will be reviewed by the participants and corrected, as required. The corrected drafts will be signed by all participants. A copy of the CASS will be retained by each party as a record of any objections/approvals noted during the meeting.
- 16.6 Approximately one week before meeting, A/E will verify that contractors are keeping record drawings up-to-date.

A/E Pay Request Package

SUBMITTED BY A/E TO CDB PM



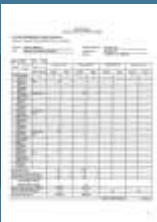
Invoice Voucher

To be completed and signed by A/E.



Pay Request Breakdown

A/E PRB (Payment Request Breakdown form) completed based upon the terms of the PSA and updated to reflect current status. (Two-sided)



On-Site Representative

Summary form when payment for observation is requested.



*Backup

Back-up in the form of itemized invoices, breakdown of hours and/or work performed, etc., and proof of payment for previously invoiced items for all reimbursable items, including Additional Services.



*Proof of Payment

Certain items may require proof of payment

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

The preparation instructions for vendors preceded this copy.

1. Check Here If Retention Trust <input type="checkbox"/>	2. TAXPAYER IDENTIFICATION NUMBER 35-888888	IMPORTANT See instructions on back of page for completion of box 2.	4. Voucher No. _____ 5. Voucher Date _____
PAYMENT OF INTEREST MAY BE AVAILABLE IF THE STATE FAILS TO COMPLY WITH THE ILLINOIS PROMPT PAYMENTS ACT, ILL. REV. STAT., CH. 127, PAR. 132.401.	3. VENDOR OR PAYEE Drawem & Speckem Associates 888 Archineer Road Anywhere, Illinois 65555		6. Appropriation Account Code Number _____ 7. Project Number 987-654-321 8. Project Description Upgrade Building , Illinois Institution 9. IRS 1099 Reporting <input type="checkbox"/> <input type="checkbox"/> No.
DISPOSITION OF COPIES 1. Comptroller 2. Cap. Dev. Board 3. Cap. Dev. Board 4. Remittance Copy 5. Retained by Vendor			

10. APPLICATION AND CERTIFICATE DATA Date of Issuance February 2, 2015 Application No. 6 For Period From: January 2, 2015 To: February 2, 2015 Type of Work and Contract Number A/E Services 66-5555-10	11. PROJECT STATUS The present status of the account for this subject contract is as follows: A. Original Contract Sum \$ 53,200.00 B. Change Orders Total Additions \$ C. Sub Total \$ D. Total Deductions \$ E. Total Contract to Date \$ 53,200.00 F. Total Completed to Date \$ 35,015.00 G. Less % Retainage \$
--	---

12. CONTRACT CERTIFICATION I hereby certify: (1) that all items are paid for which previous certificates were issued and payment received; (2) that the goods, merchandise, wares or services have met all the required standards set forth in the purchasing contract and are proper charges against the State of Illinois and that payment has not been received. By: <u>Artie Architect</u> Contractor	H. Net Amount Earned \$ 35,015.00 I. Less Previous Payment \$ 32,195.00 J. PAY THIS AMOUNT \$ 2,820.00 K. Unpaid Balance (do not pay) \$ 19,185.00
--	--

13. ARCHITECT AND/OR ENGINEER CERTIFICATION In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown. This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the State of Illinois or contractor under this contract. Architectural and/or Engineering Firm _____ By: _____ Date: _____ (A Licensed Architect or Engineer)	
--	--

18. EXP. OBJ.	19. EXP. AMOUNT	22.OBLIGATION NO.	23. F/P	24. PAYMENT AMOUNT	17. TOTAL AMOUNT

26. FOR AGENCY USE ONLY	<p style="text-align: center;">Certification of Capital Development Board</p> I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditures for such goods or services was authorized and lawfully incurred, that such goods or services meet all the required standards set forth in the purchase agreement or contract to which this voucher relates; and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of "An Act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation," approved April 16, 1969, as amended, have been met. PROJECT MANAGER APPROVAL: The work or materials billed above has been received _____ Date _____ and complies with our contract. AGENCY HEAD APPROVAL _____ DATE _____
-------------------------	--

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

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

INSTRUCTIONS TO VENDOR

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

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

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

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

NOTE:

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

State of Illinois
CAPITAL DEVELOPMENT BOARD

A-E PRB

Architect-Engineer Payment Request Breakdown

FOR CDB USE ONLY	
Name:	
Project No.:	987-654-321
Contract No.:	66-5555-10
C.F. Locale:	A/E #5

Project No.:	987-654-321	
Request No.:	6	
Date:	February 2, 2015	
Payment Period:	1/1/2015	2/2/2015

Architect-Engineer: (Name, Address)	PROJECT: (Name, Location, Using Agency)
Drawem & Speckem Associates	Upgrade Building
888 Archineer Road	Illinois Institution
Anywhere, Illinois 65555	Somewhere, Somewhere County
	Illinois State Agency

FEIN:	35-888888
Contract No.:	66-5555-10

TOTAL CONTRACT OBLIGATION	Original Contract	E Total Contract To Date	I Previous Payments	J This Request	K Balance to Become Due
Basic Services	\$35,000.00	\$35,000.00	\$25,620.00	\$770.00	\$8,610.00
Additional Services	\$3,000.00	\$3,000.00	\$1,500.00	\$800.00	\$700.00
Construction Administration Fee (CAF)	\$1,200.00	\$1,200.00	\$1,200.00		
On-site Representation (Attach Summary Form)	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$8,000.00
Reimbursables	\$4,000.00	\$4,000.00	\$2,875.00	\$250.00	\$875.00
Other					
Other					
TOTAL	\$53,200.00	\$53,200.00	\$32,195.00	\$2,820.00	\$18,185.00

TOTAL BASIC SERVICES BREAKDOWN (Less CAF)						
Phases of Work	% of Basic Services	Dollar Value Per Phase	Previous Payment	This Request %	\$Value	Balance to Become Due
Program Analysis						
Schematic Design	20%	\$7,000.00	\$7,000.00			
Design Development						
Bid Documents	47%	\$16,450.00	\$16,450.00			
Bid Phase	4%	\$1,400.00	\$1,400.00			
Construction Phase	22%	\$7,700.00	\$770.00	10%	\$770.00	\$6,160.00
Construction Close-out	7%	\$2,450.00				\$2,450.00
SUBTOTALS	100%	\$35,000.00	\$25,620.00		\$770.00	\$8,610.00

ITEMIZATION OF REQUEST FOR PAYMENT for Reimbursable Expenses & Other:

All requests for reimbursement of expenses must be accompanied by the invoices of such expenses.

1	Sub-Soil Investigation	Original Contract	E Total Contract To Date	I Previous Payments	J This Request	K Balance of Allowances
		\$1,000.00	\$1,000.00	\$750.00		\$250.00
2	Design Phase Material Testing	\$1,000.00	\$1,000.00	\$800.00		\$200.00
3	Construction Phase Material Testing	\$500.00	\$500.00		\$250.00	\$250.00
4	Printing Bid Documents	\$1,500.00	\$1,500.00	\$1,325.00		\$175.00
5						
6						
7						
8						
9						
SUBTOTALS		\$4,000.00	\$4,000.00	\$2,875.00	\$250.00	\$875.00

SEE PAGE 2 FOR CONSULTANTS PAYMENT REQUEST BREAKDOWN

APPENDIX A

A/E NAME: Drawem & Speckem Associates CDB PROJECT NO. 987-654-321
 CONSTRUCTION BUDGET: \$300,000.00 CONTRACT NO. 66-5555-10
 DESIGN BUDGET: \$270,000.00

A.	BASIC SERVICES FEE:	35,000.00
B.	ADDITIONAL SERVICES: (See Attachment)	3,000.00
C.	CONSTRUCTION ADMINISTRATION: (CAF)	1,200.00
	TOTAL ITEMS A, B, C:	\$39,200.00
D.	OVERHEAD & PROFIT MULTIPLIER (ITEMS B & E):	2.60
E.	ON-SITE REPRESENTATIVE REIMBURSEMENT ALLOWANCE	10,000.00
F.	REIMBURSABLE EXPENSES:	
	1. SUB-SOIL INVESTIGATION:	1,000.00
	2. DESIGN PHASE MATERIAL TESTING	1,000.00
	3. CONSTRUCTION PHASE MATERIALS	500.00
	4. PRINTING BID DOCUMENTS IN EXCESS OF <u>5</u> SETS	1,500.00
	5.	
	6.	
	7.	
	8.	
	TOTAL ITEM F:	\$ 4,000.00

PROJECT SCHEDULE

Program Analysis	
Schematic Design	<u>September 15, 2013</u>
Design Development	
50% Bid Documents	<u>February 15, 2014</u>
75% Bid Documents	
100% Bid Documents	<u>June 15, 2014</u>
Bid Documents Released	<u>August 1, 2014</u>
Prime Contract Bid	<u>September 10, 2014</u>
Construction (Substantial)	<u>July 10, 2015</u>
Construction (Close-out)	<u>August 10, 2015</u>
Contract End Date	<u>November 10, 2015</u>

BASIC SERVICES FEE PAYMENT SCHEDULE

Program Analysis	11%	<u>0%</u>
Schematic Design	9%	<u>20%</u>
Design Development	13%	<u>0%</u>
Bid Documents	34%	<u>47%</u>
Bid Phase	4%	
Construction Phase	22%	
Construction Close-out	7%	
Negotiated Start Date		<u>September 1, 2013</u>

Total Contract Obligation (A + B + C + E + F)	\$ <u>53,200.00</u>
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State of Illinois
CAPITAL DEVELOPMENT BOARD

ON_SITE REPRESENTATIVE SUMMARY

(Must be submitted with A/E PRB & Invoice Voucher)

Project: Upgrade Building
A/E: Drawem & Speckem Associates

CDB Project No.: 987-654-321
Contract No.: 66-5555-10
Period: 1/1/2015 to 2/1/2015

1

Mo:	January	Yr:	2015	Observer No. 1		Observer No. 2		Observer No. 3		Observer No. 4	
Date	Day of Week	*Base or on-site rep visit	on-site	travel	on-site	travel	on-site	travel	on-site	travel	
(Field Names)	A	B	C	D	E	F	G	H	I		
1	Thursday										
2	Friday	Base	4	1							
3	Saturday										
4	Sunday										
5	Monday										
6	Tuesday	On-Site Rep.			3.5	1					
7	Wednesday										
8	Thursday										
9	Friday										
10	Saturday										
11	Sunday										
12	Monday	On-Site Rep.	4	1							
13	Tuesday	Base			5	1					
14	Wednesday										
15	Thursday										
16	Friday										
17	Saturday										
18	Sunday										
19	Monday	On-Site Rep.	6	1							
20	Tuesday	Base			2	1					
21	Wednesday										
22	Thursday										
23	Friday										
24	Saturday										
25	Sunday										
26	Monday	Base	3	1							
27	Tuesday										
28	Wednesday										
29	Thursday										
30	Friday										
31	Saturday										
Total Hours, all			17	4	10.5	3					
Total Hours, Basic Services			7	2	7	2					
Total Hours for On-Site Rep.			10	2	3.5	1					
Total Billable Hours (On-Site plus Travel)			12		4.5						
Direct Wage Expense (DWE)			\$22.50		\$25.47						
Overhead/Profit Multiplier			2.6		2.6		2.6		2.6		
Totals for Observers			\$702.00		\$298.00						
TOTAL FOR PERIOD									\$1,000.00		

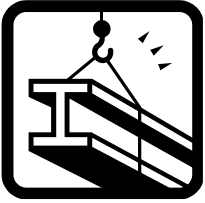
ATTACHMENT A-1

Appendix A Clarifications

CDB Project 987-654-321

Contract 66-5555-10

A. Additional Services Total:	\$3,000.00
1. For historical survey	\$2,000.00
2. For special presentation to historical preservation agency (if needed)	\$1,000.00



Sturdy Structures

444 Archineer Way
Anywhere, Illinois 65555

- Invoice Jan. 31, 2015

Design Services for CDB project

987.654.321

Paid December 12, 2014	\$2,000.00
------------------------	------------

Due upon receipt	\$ 500.00
------------------	-----------

Preservation Plus, LLC

888 History Lane

Historical, Illinois 78888



*Where
Preservation is
more than
History it's a
way of Life*

- Presentation to IHPA for CDB project 987-654-321
- 4 hours @ \$200.00 ea = \$800.00

Harriet Histrionics
Hormez Hauncho
Harvey Hastings
Horace Hardacre



Trimble's Testing

333 Titian Avenue

Tinkerville, Illinois 65444

(444) 666.3333

(444) 666.3335 fax

Invoice #4321

CDB Project 987.654.321

- Concrete testing:
10 @ \$45.00 = \$450.00

Total

\$450.00

Thanks for your business. Please contact us for all your testing needs.

Drawem & Speckem Associates
888 Archineer Road
Anywhere, IL 65555

My Bank
123 Bank Road

No. 1012

67-76990

Date 10/11/2016

Pay To The Order Of **Sturdy Structure**

\$ 500.00

Five Hundred and 00/100

Dollars

Memo: For purchase order #1234

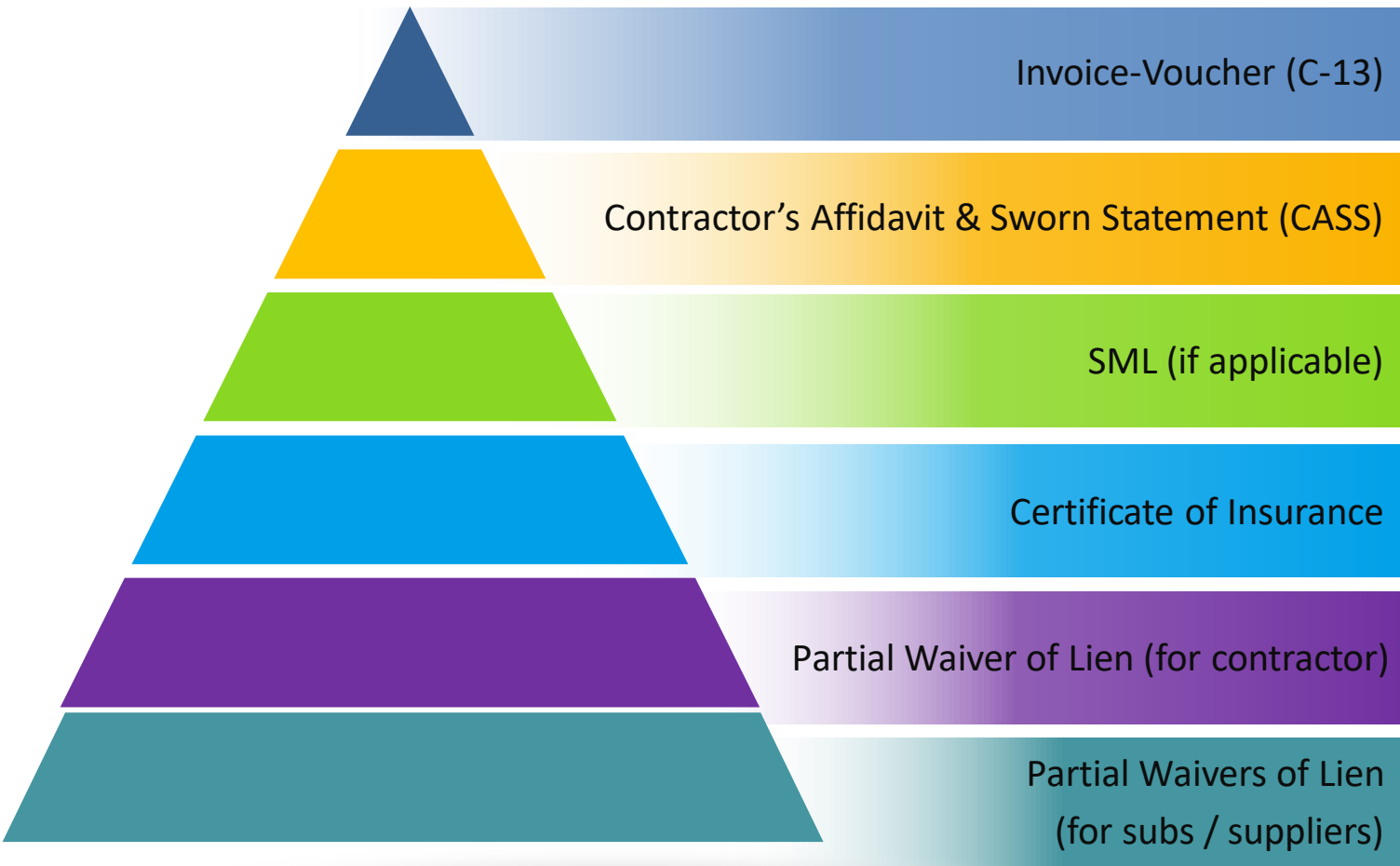
Pre-approved Check - No Signature Required

⑈000001012⑈ ⑆123456789⑆0123456789⑈



Contractor's Pay Request (To be submitted by contractor to the A/E)

DCM 17 & SDC 01 29 76



INVOICE-VOUCHER

The preparation instructions for vendors preceded this copy.

STATE OF ILLINOIS

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

1. Check Here If Retention Trust <input type="checkbox"/>		2. TAXPAYER IDENTIFICATION NUMBER 3125882300		IMPORTANT See instructions on back of page for completion of box 2.		4. Voucher No.	
PAYMENT OF INTEREST MAY BE AVAILABLE IF THE STATE FAILS TO COMPLY WITH THE ILLINOIS PROMPT PAYMENTS ACT, ILL. REV. STAT., CH. 127, PAR. 132.401.		3. VENDOR OR PAYEE Cando Construction 77 Cando Drive Cando, Illinois 67999				5. Voucher Date	
DISPOSITION OF COPIES 1. Comptroller 2. Cap. Dev. Board 3. Cap. Dev. Board 4. Remittance Copy 5. Retained by Vendor						6. Appropriation Account Code Number	
						7. Project Number 987-654-321	
						8. Project Description Upgrade Building - IL Institution	
						9. IRS 1099 Reporting <input type="checkbox"/> <input type="checkbox"/> No.	
10. APPLICATION AND CERTIFICATE DATA				11. PROJECT STATUS			
Date of Issuance 2/02/15		Application No. 1		The present status of the account for this subject contract is as follows:			
For Period From 1/06/15		To 2/02/15		A. Original Contract Sum		\$ 586,835.00	
Type of Work and Contract Number 66-1234-41		General		B. Change Orders			
12. CONTRACT CERTIFICATION				Total Additions		\$ 589,835.00	
I hereby certify: (1) that all items are paid for which previous certificates were issued and payment received; (2) that the goods, merchandise, wares or services have met all the required standards set forth in the purchasing contract and are proper charges against the State of Illinois and that payment has not been received.				C. Sub Total		\$ 589,835.00	
				D. Total Deductions		\$ 586,835.00	
				E. Total Contract to Date		\$ 58,104.00	
By: Carl Contractor Contractor				F. Total Completed to Date		\$ 2,630.40	
13. ARCHITECT AND/OR ENGINEER CERTIFICATION				G. Less 10 % Retainage		\$ 55,473.60	
In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown.				H. Net Amount Earned		\$ 55,473.60	
This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the State of Illinois or contractor under this contract.				I. Less Previous Payment		\$ 55,473.60	
Architectural and/or Engineering Firm Drawem & Speckem				J. PAY THIS AMOUNT		\$ 531,361.40	
By: Artie Architect (A Licensed Architect or Engineer)				Date: 2/5/15		K. Unpaid Balance (do not pay)	
18. EXP. OBJ.		19. EXP. AMOUNT		22. OBLIGATION NO.		23. F/P	
24. PAYMENT AMOUNT		17. TOTAL AMOUNT					

CASS Form

- A. Original Contract Sum
- B. Change Orders - Total Additions
- C. Subtotal
- D. Change Orders -Total Deletions
- E. Total Contract to Date
- F. Total Complete to Date
- G. Less 10.0% Retainage
- H. Net Amount Requested
- I. Less Previous Payments
- J. New Amount Requested
- K. Balance to Become Due

A. Original Contract Sum	\$586,835.00
B. Change Orders - Total Additions	
C. Subtotal	\$586,835.00
D. Change Orders -Total Deletions	
E. Total Contract to Date	\$586,835.00
F. Total Complete to Date	\$58,104.00
G. Less 10.0% Retainage	\$2,630.40
H. Net Amount Requested	\$55,473.60
I. Less Previous Payments	
J. New Amount Requested	\$55,473.60
K. Balance to Become Due	\$531,361.40

Certification of Capital Development Board

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditures for such goods or services was authorized and lawfully incurred, that such goods or services meet all the required standards set forth in the purchase agreement or contract to which this voucher relates; and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of "An Act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation," approved April 10, 1969, as amended, have been met.

PROJECT MANAGER APPROVAL: The work or materials billed above has been received and complies with our contract. _____ Date _____

AGENCY HEAD APPROVAL _____ DATE _____

Section 11 – must match CASS form

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

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

INSTRUCTIONS TO VENDOR

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

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

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

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

NOTE:

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

State of Illinois
CAPITAL DEVELOPMENT BOARD

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

Payment Approved _____
Date of Pay Meeting _____
A/E _____
Using Agency _____
Coord. Contractor _____
Project Manager _____

CASS
Contractor's Affidavit and Sworn Statement
Application No.: 1
Project Number 987-654-321
Period From 6/1/2016 to 6/1/2017

CONTRACTOR: Name, Address
Cando Construction Company
77 Cando Drive
Cando, Illinois 67999
CDB CONTRACT NO: 10-9876-54
CONTRACT WORK General

ARCHITECT-ENGINEER: Name
Drawen & Specken Associates
888 Archivers Drive
Anywhere, Illinois 65555
ITEMS B & D INCLUDE CHANGE ORDER # _____

PROJECT: Name Location
Upgrade Building
Illinois Institution

1	2	3	E.	F	G	I	J	K
Names of Contractor, Subcontractor & Material Suppliers for the Several Parts of the Work	Name of the Several Parts of the Work & Material	Use same breakdown as CSV (Contractor's Sched. of Values)	Total Contract to Date	Work Completed & Material Stored	Total Retained	Previous Payments	New Amount Requested	Balance to Become Due
			Schedule of Values Plus Change Orders	%	Including this Application		Col. F minus (Col. G-F)	Col. E minus (Col. I+J)
OK Surety Company	Bonds		\$ 6,000.00	100%			\$ 6,000.00	\$ -
Rock Insurance	Insurance		\$ 7,500.00	100%			\$ 7,500.00	\$ -
Capital Development Board	Const. Admn. Fee		\$ 18,300.00	100%			\$ 18,300.00	\$ -
Cando	Overhead & Profit		\$ 95,000.00	5%	\$475.00		\$ 4,275.00	\$ 90,725.00
Cando	Demo - Labor		\$ 35,000.00	10%	\$350.00		\$ 3,150.00	\$ 31,850.00
Cando	Demo - Material		\$ 3,200.00	10%	\$32.00		\$ 288.00	\$ 2,912.00
							\$ -	\$ -

SUBTOTAL \$ 165,000.00 0.245 \$ 40,370.00 \$ 887.00 \$ 39,513.00 \$ 125,487.00
TOTAL (All Pages) \$ 182,734.00 32% \$ 58,104.00 \$ 2,630.40 \$ 55,473.60 \$ 127,260.40

AFFILIANT SWEARS

1. that he is the duly authorized agent of Cando Construction Company
2. that any accompanying waivers of lien or previously presented waivers of lien are genuine and have not been delivered conditionally.
3. that a lien waiver has been submitted for any subcontractor or material supplier whose participation exceeds \$1000.
4. that all subcontractors have been disclosed as required by Article 00 21 50.2C. of the Standard Documents for Construction.
5. that the contractor shall save and hold harmless the State of Illinois or any claimant by, through or under the State of Illinois for any misstatement in the above.

Further Affiant sayeth nought
 Subscribed and sworn to before me this _____ day of _____
 Authorized Agent

Notary Public

Stored Material Log (SML)

DCM 17 & SDC 01 29 76

State of Illinois
CAPITAL DEVELOPMENT BOARD

SML

STORED MATERIAL LOG

Project No.: 987-654-321
Contract No.: 66-1234-41
Contract Work: General
Date: 02/02/2016

CONTRACTOR: (Name, Address)
Cando Construction Co.
77 Cando Drive
Cando, Illinois, 67999

PROJECT: (Name, Location)
Upgrade Building
Illinois Institution
Somewhere, Somewhere County

ARCHITECT/ENGINEER: (Name, Address)
Drawem & Speckem Associates
888 Archineer Drive
Anywhere, Illinois 65555

Stored Material Log No. 1
Attachment to Contractor's Affidavit and
Sworn Statement No. 2 for Pay Period
01/06/2016 to 02/02/2016

Description of Material	Location of Storage	Quantity Units	Value of Stored Material	% of Total Quantity Required	Amount of Request	Inspected by: AE or CM Initial
Tile – Armstrong	Square 1	100 bxs	\$5,000.00	100	\$5,000	AA
Splitface Block	Site	215 pcs	\$29000	90	\$29000	AA

TRANSFER OF TITLE

Upon receipt of payment by the Contractor for the stored materials as indicated above on Stored Material Log No. 1, the title is hereby transferred to the State of Illinois, Capital Development Board. This does not relieve the Contractor of the duty to safeguard and insure the stored materials as set forth in Article 00765 of the Capital Development Board's Standard Documents for Construction (01 29 00 in2006 SDC).

Submitted by: Cando Construction Co.

CONTRACTOR:

Carl Construction

Signature

Typed Name: Carl Construction

Title: President

Architect/Engineer certifies that they have inspected for Quantity, Identification, Protection:

ARCHITECT/ENGINEER: Drawem & Speckem Associates

Artie Architect

Signature

Typed Name: Artie Architect

Title: Project Architect

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

Revised 01/07

Partial Waiver of Lien

DCM 17 & SDC 01 29 76

State of Illinois
CAPITAL DEVELOPMENT BOARD

PARTIAL WAIVER OF LIEN TO DATE Waiver of Lien No. 2

STATE OF Illinois)
COUNTY OF Wherearewe)^{ss}

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by:

Illinois Capital Development Board
CDB Contract No.: 66-1234-41
Contractor's Contract No.: 8376509

To furnish for the premise known as:

Project: Upgrade Building, Illinois Institution

Project No.: 987-654-321

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

The undersigned, for and in consideration of

Sixty thousand one hundred and two dollars (\$ 60,102.00) Dollars,

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

Given under my/our hand and seal

this 1 day of February, 2016.

Cando Construction Co
(Company Name)

Carl Construction

(Signature of Authorized Corporate Officer)

ATTEST: Susan Smith
(Corporate Agency Signature/Notary)

ITS: President

Title

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

*This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

Revised 3/13

Page 1 of 2

MUST USE CDB FORM!

WAIVER OF LIEN PROCEDURES

Definitions:

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

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

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

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

Partial Lien Waivers:

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

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

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

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

Use of CDB Waiver Forms

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

Corporate seal is not a required element.

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

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A MATERIAL BREACH OF CONTRACT.

Reduction of Retainage

Other than from 10% to 5%

State of Illinois
CAPITAL DEVELOPMENT BOARD

RRR

Request for Reduction of Retainage

Project No. 987-654-321
Date June 25, 2016

FROM: Contractor Name, Address
Cando Construction Co.
77 Cando Drive
Cando, Illinois 67999

PROJECT:
Upgrade Building
Illinois Institution
Somewhere, Somewhere County

CONTRACT NO.: 66-1234-41

CONTRACT WORK: General

Adjusted Total Contract (Including Change Orders)		\$530,122.49
Work Completed (Not Including Material Stored)	95%	\$503,701.86
Current Retainage	5%	\$25,185.09
Requested Retainage	2.5%	

Consent of Surety Letter attached

Contractor Signature: Type Name Below Signature

Carl Construction
Carl Construction

President 06/25/2016
Title Date

RECOMMENDATION For Reduction of Retention

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

	Recommend Release/Sign	Do Not Recommend Release/Sign	Date
Coordinating Contractor	<input type="checkbox"/>	<input type="checkbox"/>	
Construction Manager	<input type="checkbox"/>	<input type="checkbox"/>	
Architect-Engineer	<input type="checkbox"/>	<input type="checkbox"/>	
User Agency Representative	<input type="checkbox"/>	<input type="checkbox"/>	
CDB Project Manager	<input type="checkbox"/>	<input type="checkbox"/>	

AUTHORIZATION For Reduction of Retention

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

Regional Manager, Construction Management Date

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

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must have Revised 0605

Consent of Surety to Reduction in or Partial Release of Retainage

Document G707A

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT (Name and address): []	ARCHITECT'S PROJECT NUMBER: []	OWNER: <input type="checkbox"/>
	CONTRACT FOR: []	ARCHITECT: <input type="checkbox"/>
TO OWNER (Name and address): []	CONTRACT DATED: []	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

[]
[]
[] , SURETY,

on bond of
(Insert name and address of Contractor)

[]
[] , CONTRACTOR,
hereby approves the reduction in or partial release of retainage to the Contractor as follows:

[]
The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

[]
[] , OWNER,
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date []
(Insert in writing the month followed by the numeric date and year.)

[]

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

[]

(Printed name and title)

Article 17 REVIEW OF CONTRACTOR PAY REQUESTS

17.1 General. A/E shall review and certify contractor's applications for payment and maintain a record of payments and contract balances and all proposed and approved changes thereto. The A/E shall reconcile and maintain files for the CASS forms and contractor's and subcontractor's and/or supplier's waivers of lien.

17.2 Contractor's Affidavit and Sworn Statement (CASS). A/E will ensure that the CASS was completed by the contractor in accordance with the amounts on the draft CASS approved at the progress/pay meeting. This form must be dated, signed and notarized.

17.3 Federal Certified Payroll. On projects with Federal funding, contractors may be required to submit Federal Certified Payroll reports. A/E will ensure that these reports are submitted by the contractors and transmitted to the proper authorities.

17.4 Stored Material Log (SML), if applicable.

- A. Definition. Stored materials are materials purchased by the contractor, which are ready to be installed and which are either stored on or off the site.
- B. The SML form must be submitted to the architect/engineer for review. The A/E will inspect the stored materials and attest to their existence, security, and identification by initialing the items listed on the SML. This certification must be obtained by the contractor prior to the progress/pay meeting. The SML will be submitted each month until all stored materials are installed.
- C. The value of stored material approved for payment shall be incorporated into the CASS.
- D. Off site storage.
 - 1. CDB does not usually pay for materials stored out-of-state or at a manufacturer's facility.
 - 2. All material stored off the site must be clearly tagged and labeled with the CDB project name and number and is to be available for inspection by the architect/engineer, CDB and the using agency, upon reasonable notice.
 - 3. When material is stored off site, pay requests must be accompanied by a certificate of insurance for each off site storage location.
 - 4. If stored in a bonded warehouse, the contractor must provide the CDB project manager with a copy of the bond, along with the certificate of insurance.
 - 5. CDB will compensate the A/E up to 8 hours travel and review time to inspect off- site stored materials at the billable rate for on-site representation. A/E is not required to review material stored at a location which cannot be inspected within this 8 hour limit. A/E shall reject requests for compensation for stored material until such time the material is moved to a location within the 8 hour reimbursement limit.

17.5 Partial Waivers of Lien.

- A. All waivers must use the CDB Partial Waiver of Lien form and bear the signatures of the president or vice-president and secretary or assistant secretary. The corporate seal is not a required element.
- B. Contractor: A Partial Waiver of Lien for the full amount of the payment is required from the submitting contractor with each pay request.
- C. Subcontractors and suppliers: Waivers for subcontractors are not required with the first payment package, unless the contractor is requesting more than 50% of its total contract. Each subsequent payment package must include Partial Waivers of Lien from each subcontractor and supplier included in the immediately preceding payment package, in the amount of that prior payment.

01 29 76 PROGRESS PAYMENT PROCEDURES

- .1 **Progress Payments.** CDB may make periodic payments for portions of the work as determined by CDB in consultation with the Architect/Engineer. Applications for progress payments shall include:
 - A. Invoice-Voucher
 - B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)
 - C. Waiver(s) of Lien, on CDB forms
 - 1) Subcontractor and/or Supplier
 - 2) Prime Contractor
 - D. Warranties and Guarantees (if applicable)
 - E. Stored Material Log (SML Form) (if applicable): (See also 01 29 76.3)
 - 1) Contractor evidence of title to such materials and equipment;
 - 2) Certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage for the stored materials for materials stored off-site.
- .2 **Construction Administration Fee.** The Contractor shall include the amount of the construction administration fee on the Contractor's schedule of values (Form CSV) and all Contractor's affidavit and sworn statement (CASS) forms.
 - A. **Initial Payment Request.** The full amount of the construction administration fee shall be invoiced by the Contractor on the initial payment request. This sum shall not be subject to retention.
 - B. **Deadline for Payment.** Prior to approval of the second payment request and no later than twenty (20) calendar days from the invoice-voucher date (Block No. 5) of the initial payment request, each contractor shall direct to the fiscal section of CDB, a check or money order made payable to CDB in the amount of the construction administration fee.
 - C. **Subsequent Pay Request.** Subsequent pay requests shall include this amount on the CASS form; however, a lien waiver is not required.
 - D. **Final Payment Request.** In the case of a single pay request in the amount of the entire contract, the Contractor shall remit the amount prescribed at least ten (10) calendar days prior to approval of the final acceptance package, including final payment request.
- .3 **Stored Material.** CDB may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also 01 29 76.1.E).
 - A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by CDB.
 - B. The Contractor shall convey and submit title to such materials and equipment to CDB within seven calendar days after receipt of payment for the material and equipment. This title shall include an itemization of all parts, components, etc. and the quantity of each.
 - C. The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.
 - D. The Contractor shall suitably insure the materials and equipment. The Contractor shall submit a certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage.
 - E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier by executing the SML.
 - F. Upon demand by CDB, the Contractor shall deliver paid for stored materials or equipment to the site and to CDB's possession, at the Contractor's expense.
 - G. If the paid for materials or equipment is in the possession of a subcontractor or supplier who is a fabricator

that has added value to the materials or equipment, and the Contractor has not paid the fabricator for the added value, CDB may issue a joint check to the Contractor and fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and CDB's possession, at their expense. The fabricator shall provide a lien waiver within ten calendar days of payment. If the Contractor has been paid for the value added, but has refused to pay the fabricator, the amount shall be deducted as a set-off.

.4 Lien Waivers.

A. Partial Lien Waivers.

- 1) Lien waivers are not required with first payment application if payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form.
- 2) Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract amount. Lien waivers are to be in the amount reflected on the CASS Form.

B. **Final Lien Waivers.** The Contractor's request for final payment shall include final lien waivers, on CDB forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The Contractor shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than \$1000 unless otherwise requested by the A/E and/or CDB.

.5 Payments to Subcontractors and Suppliers. The Contractor shall pay each subcontractor and supplier promptly upon receipt of payment from CDB an amount equal to the percentage of total contract completion allowed to the Contractor on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Prompt Payment Act (30 ILCS 540,74 IAC 900) requires payment to subcontractors and suppliers within fifteen calendar days of receipt.

- A. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers.
- B. CDB or the A/E may furnish to any subcontractor or supplier information regarding the percentage of work completed, which was used as the basis for payment or the amount of payment of work by such subcontractors or suppliers.
- C. Any reduction of line item retention issued by CDB shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances upon the Contractor's request, the CDB may release all retention to subcontractors whose work may have been completed during the early stages of a project. The Contractor shall make and concur in such requests, and shall assume all liability for any incomplete or defective work of the subcontractors.

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

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

.8 Retention Trust Agreement.

- A. The Contractor may elect to have retention deposited in a trust provided that:
 - 1) The project is funded by direct appropriation to CDB.
 - 2) The contract exceeds \$300,000.
 - 3) The specified contract time is 360 calendar days or longer.
- B. Only CDB's retention trust agreement form is acceptable. In the event the Contractor fails to deliver the trust agreement duly executed by the Contractor and the bank prior to, or at the time of, receipt of the first partial payment, CDB may not execute the trust agreement. CDB may cancel the retention trust agreement for reason of nonperformance and demand return of any deposits by the bank.

.9 Withholding of Payments.

- A. CDB may withhold payments in whole or in part, if it reasonably determines that:
 - 1) The Contractor's work is not progressing in accordance with the most current approved construction schedule.
 - 2) The work is not being performed in accordance with the contract documents.
 - 3) The Contractor is failing to comply with any provisions of the contract.
 - 4) The Contractor or a subcontractor is under investigation by the Illinois Department of Labor for possible failure to pay prevailing wage benefits in accordance with the contract documents.
- B. Whenever CDB receives notice, pursuant to Illinois lien laws, in writing, of a claim of money due from the Contractor to any subcontractor, supplier, workers or employees for performance of work CDB may withhold the amount of such claim from the Contractor provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workers or employees nor as enlarging or altering the application or effect of existing lien laws.
- C. CDB will notify the Contractor in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

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

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

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

- A. Certificate of Final Acceptance;
- B. Invoice-voucher;
- C. Contractor's Affidavit and Sworn Statement (CASS Form);
- D. Contractor's Final Declaration (CFD Form);
 - 1) Surety's Power of Attorney;
 - 2) Jurat (Notary's Statement Authenticating Signature);
- E. Final Waiver(s) of Lien;
 - 1) Contractor in full amount of its contract as reflected on the CASS form;
 - 2) Subcontractor(s)/Supplier(s) in the full amount of their contracts as reflected on the CASS form;
- F. Stored Material Log (SML Form) (if applicable);
- G. Warranties and Guarantees for punch list items;
- H. Certification of Operating and Training Instruction (if applicable); and
- I. Copy of transmittal letter to A/E for as-built (record) drawings and O & M Manuals.

Article 18 REVIEW OF REQUESTS FOR REDUCTION OF RETAINAGE

- 18.1 Contractors who have completed 50% of the project work and are in compliance with all project requirements (supervision, submittals, schedule, etc.) will have their retention reduced from 10% to 5%. CDB will be responsible for approving, processing and distributing the 10/5 RRR. Payment requests including the reduced retention amount may not be submitted until the 10/5 RRR is approved by CDB and must comply with Article 18.5 below.
- 18.2 Under certain circumstances, the contractor may request a reduction in retainage to less than 5%. Any such request must follow the procedures below. The request for reduction in retainage shall be submitted 1 month prior to the payment request on which retention is reduced.
- 18.3 Request for Reduction of Retainage form (RRR). The contractor completes the top of this form and attaches the Surety Letter of Consent with power of attorney and jurat. The percentage of work completed is based on the contractor's approved payment applications. Stored materials, bonds and insurance are not included in this percentage.
- 18.4 The completed RRR is reviewed by the A/E and, if the contractor's performance is considered satisfactory, the reduction in retention may be recommended by: the coordinating contractor, the Architect/engineer, the Using agency, and the CDB Project Manager. All parties must agree for the reduction to be approved.
- 18.5 For the pay request following approval of the RRR by CDB, the new retention percentage will be used to calculate the "total retained," automatically returning a portion of the previous retainage to the contractor in that payment request. All changes in retainage must be reflected on the CASS form.

RFP/CO form
(request for
proposal /
change
order)

Detailed
breakdown
& backup
material

Statement of
Work

Change
Order
Package

Labor Cost
Breakdown
Form

CBPS
(Contractor's
proposal
breakdown
summary)

Change order
proposal
summary
computations

Request for Proposal & Change Order (RFP/CO)

State of Illinois
CAPITAL DEVELOPMENT BOARD

REQUEST FOR PROPOSAL & CHANGE ORDER

Date: **1/24/15** RFP Number: **G-1**

FOR CDB USE ONLY	
Name:	_____
Project No.:	_____
Contract No.:	_____
C.F. Locale:	Contractor #2

1. (Contractor's Name, Address, Telephone, Fax & Attention) Cando Construction Co. 77 Cando Drive Cando, Illinois 67999 (222)-444-7777 Fax (222)-444-7799 Attn: Carl Construction e-mail: cconstruction@cando.com	CDB Project #: CDB Project Name: & Location: CDB Contract #: Contract Work:	987-654-321 Upgrade Building Illinois Institution Somewhere, Somewhere County 66-1234-41 General
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2. REQUEST for change by: **A/E**

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

3. REASON for change:
Additional 100 sf of roof deck was found to be deteriorated.
Poor drainage on west side of building

4. DESCRIPTION of change including reference to drawings and specifications revised, new drawings and specifications issued.
Remove damaged roof area (100 sq ft), repair joists, replace roof deck, install new standing seam roofing (to match existing) & insulation in accord with Project Manual.
Delete 120 sf concrete patio area on west side of building
Create drainage swale along west property line

5. OTHER CONTRACTS affected by this change. List Contractor's name, contract work, RFP number and amount.
none

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

6. CONSIDERATION:
Work to be accomplished in **10** Calendar Days from Approval of RFPCO.
NOTE: Unless specifically indicated above, this does not extend the contract time.

The Contract Sum is INCREASED/DECREASED by the total sum of.....\$ 5364.79

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

RECOMMEND issuance of a change order A/E Name	APPROVE as to form and content USING AGENCY name
BY <u><i>Artie Architect</i></u> signature	BY <u><i>Fred Facility</i></u> signature
COORDINATING CONTRACTOR	CDB/PM APPROVE
BY <u><i>Carl Construction</i></u> signature	BY <u><i>Prudence Manager</i></u> signature
ASSIGNED CONTRACTOR	CDB APPROVE change order
BY _____ signature	BY _____ signature

8. FOR CDB USE ONLY	TYPE of Change	CO Date	CO Number
		CHANGE ORDER AMOUNT	add (deduct) \$

Prior to Contract

STATEMENT OF WORK PRIOR TO CONTRACT

NOTE: CDB Project Manager will complete the top portion of this form, and both the vendor and project manager will complete either section 2 or 3 below, whichever is applicable.

1. I am familiar with and have reviewed the following contract matter:

Vendor Name: _____

CDB Project No.: _____

CDB Contract No.: _____

Contract Action: _____ Initial Contract: _____ Change. Change No. _____, Issued on _____

2. By signing below, I affirm that no work which is to be authorized by the above contract action has been performed as of the date of my signature, and that I will not allow any such work to be performed prior to the receipt of a contract document signed by the Chief Procurement Officer.

For the Vendor

Date: _____

Printed Name: _____

By signing below, I affirm that I have not authorized and will not authorize any such work to be performed prior to the receipt of a contract document signed by the Chief Procurement Officer.

For CDB – Project Manager

Date: _____

Printed Name: _____

3. By signing below, I affirm that the following work under this contract action has already been performed:

Date(s) the above work was performed: _____

Reason(s) for performing the work prior to receipt of a signed contract action (Note: attach any emails, meeting minutes, or other documents making it appear work was or was not authorized to start, or summarize any conversations that made it appear work was or was not authorized to start):

For the Vendor

Date: _____

Printed Name: _____

For CDB – Project Manager

Date: _____

Printed Name: _____

State of Illinois
CAPITAL DEVELOPMENT BOARD

CPBS

Contractor's/Subcontractor's
Proposal Breakdown Summary

Date: 1/26/2015
Project No. 987-654-321

RFP No: G-1

FROM: Contractor/Subcontractor Name, Address

Cando Construction Co.

77 Cando Drive

Cando, Illinois 67999

Subcontractor indicate name of contractor.

Sam Sub

PROJECT: Name, Location

Upgrade Building

Illinois Institution

Somewhere, Somewhere County

CONTRACT WORK: General

CDB CONTRACT NO: 66-1234-41

I. SUMMARY OF DETAILED BREAKDOWN

Note: Detailed breakdown must be attached.

	Additions	Deletions	Net Total
A. MATERIAL	<u>\$227.00</u>	<u>\$45.75</u>	<u>\$181.25</u>
B. LABOR	<u>\$1,390.64</u>	<u>\$959.14</u>	<u>\$431.50</u>
C. OTHER	<u>\$440.00</u>	<u>\$220.00</u>	<u>\$220.00</u>
D. NET TOTAL A+ B+C			<u>\$832.75</u>
E. OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only, deletions -0-			<u>\$149.90</u>
F. TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	<u>\$982.65</u>

II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS

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

SUBCONTRACTOR: Firm Name	CONTRACTOR WORK: Description	PROPOSAL **
<u>Sam Subb</u>	<u>Roofing</u>	<u>\$3,998.64</u>

G. SUBTOTAL of all work performed by contractor's subcontractors		<u>\$3,998.64</u>
H. CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	<u>\$239.92</u>
I. TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	<u>\$4,238.56</u>

III. PROPOSAL

J. BONDS (1.25 %) (if applicable) Enter percentage as a number, for 10%, enter 10		<u>\$65.27</u>
K. BUILDERS RISK INSURANCE (1.5 %) (if applicable)		<u>\$78.32</u>
L. TOTAL PROPOSAL OF THIS CONTRACTOR (for subject PFPCO) Lines F+ I +J +K		<u>\$5,364.79</u>
M. RCIF:(line L+95% (minus line L)) Applicable for Indemnified Projects Only Is This Contract to be Indemnified? Y or N <input type="text" value="N"/>		
N. PROPOSAL for subject RFPCO increase (decrease) in contract amount.		<u>\$5,364.79</u>
O. Work to be accomplished in <u>10</u> Calendar Days from Approval of RFPCO.		

CONTRACTOR

(Signature) Carl Construction Title President Date 1/27/2015

(Name Typed) Carl Construction

* As per Contract Documents, General Conditions

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

CAPITAL DEVELOPMENT BOARD

CHANGE ORDER PROPOSAL
LABOR COST BREAKDOWN

Project Number 987-654-321
Project Upgrade Building
Illinois Institution

Contractor Cando Construction Company
CDB Contract No. 66-1234-41

Contract Expiration Dates	30-Jun-05		30-Jun-05		30-Jun-05		30-Jun-15	
	Trade	Carpenter	Trade	Laborer	Trade	Operator	Trade	Operator
Cost Per Hour	Journeyman	Foreman	Journeyman	Foreman	Journeyman	Foreman	Journeyman	Foreman
a. Taxable Wages (incl. Vacation)	\$23.71	\$25.46	\$16.28		\$23.50			
b. Union Benefits & Fringes *	\$13.75	\$13.75	\$11.93		\$12.35			
c. F I C A 7.65 % of a.	\$1.81	\$1.95	\$1.25	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00
d. Fed Unempl. 0.8 % of a.	\$0.19	\$0.20	\$0.13	\$0.00	\$0.19	\$0.00	\$0.00	\$0.00
e. State Unempl. 7 % of a.	\$1.66	\$1.78	\$1.14	\$0.00	\$1.65	\$0.00	\$0.00	\$0.00
f. Worker's Comp. **	\$2.85	\$3.06	\$2.28	\$0.00	\$2.35	\$0.00	\$0.00	\$0.00
g. Travel Cost (if applicable)								
h.								
i.								
Total Labor Cost/Hr	\$43.97	\$46.20	\$33.00	\$0.00	\$41.83	\$0.00	\$0.00	\$0.00
Worker's Comp Rates**		12.00%		14.00%		10.00%		

Footnotes: * Only costs required by Union Agreement or IDOL Prevailing Wage Rate Allowed.
 ** Worker's Compensation rate may vary by Trade, include the percentages by Trade
 Notes: 1. Only the costs shown above may be included in the hourly wage rates. Insurance costs, etc. are included in Overhead. Travel Cost is allowed only under very limited circumstances.
 2. It is suggested that this form be completed for the initial change order on a CDB project and a master copy maintained in the contractor's office. A copy should be included with each change order and the master copy revised at the beginning of any new wage agreement period.

Cando Construction Company

**77 Cando Drive
Cando, IL 67999**

**Detailed Breakdown
Upgrade Building
Illinois Institution
CDB Project #987-654-321
Change Order G-1**

Description	Item	Price	Material	Labor	Other
Delete 120 sf concrete paving	Concrete	2.5 cy @ \$12.80	\$ 32.00		
	6" sand base	2.5 cy @ \$5.50	\$ 13.75		
	Forms	6 hrs @43.97	in line 1	\$ 263.82	
	Labor	16 hrs @ \$33.00		\$ 528.00	
	Backhoe Rental	4 hrs. @ \$55.00		\$ 167.32	\$ 220.00
Total Credit			\$ 45.75	\$ 959.14	\$ 220.00
Excavate drainage swale and install drain pipe	6" Drain Tile	90 ft @ \$1.10	\$ 99.00		
	Gravel	8 tons @ \$16.00	\$ 128.00		
	Labor	32 hrs @ \$33.00		\$ 1,056.00	
	Backhoe Rental	8 hrs. @ \$55.00		\$ 334.64	\$ 440.00
Total Add			\$ 227.00	\$ 1,390.64	\$ 440.00

REDDY RENTAL

111 Main Street

Cando, IL 67888

Rate List

Valid July 1, 2015 thru June 30, 2015

ITEM	Without Operator		With Operator	
	per hour	per day	per hour	per day
Backhoe	\$55.00	\$440.00	\$ 110.00	\$880.00
Crane	\$75.00	\$600.00	\$ 175.00	\$1,400.00
Grader	\$60.00	\$450.00	\$ 100.00	\$770.00
Roller	\$40.00	\$300.00	\$ 80.00	\$520.00

"For all your rental needs"

PROCEED ORDER

PO No.:

Date:

Associated RFP No.

1. Contractor: (Name and Address)

Project No.:

Project Name and Location:

Contract No.:

Contract Work:

2. Request for Change by:

3. Reason for Change and Justification for the Proceed Order:

4. Description Of Change In Work:

5. Total Value Of This Order Not To Exceed:

\$ _____

6. Other Associated Proceed Orders (Number and Amount):

Costs for work involved and change in Sum and Time (if any) will be submitted for inclusion in a RFP/CO adjusting the Contract Sum and/or Contract Time subject to the CDB procedures for processing contract changes as outlined in the Capital Development Board's Standard Documents for Construction. Approval and issuance of this document does not eliminate the requirement for the subsequent RFP/CO to be reviewed and approved by CDB to determine it to be fair and reasonable.

7. Authorization to Proceed by:

My review of this change order has determined that: the circumstances which have necessitated this change order were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract as signed, or the change order is in the best interest of the State and authorized by law, as described. (Applicable only to a change order or a series of change orders increasing or decreasing the contract amount more than \$10,000.00 or the contract time by more than 30 days.)

<u>Initial</u>	_____	Date	
_____ (Up to \$9,999)	Contractor Representative		
	_____	Date	Probable Classification
_____ (Up to \$24,999)	Project Manager		
	_____	Date	
_____ (Up to \$49,999)	Regional Manager		
	_____	Date	
_____ (Up to \$74,999)	Construction Administrator		
	_____	Date	
_____ (Up to \$100,000)	Deputy Director - Construction		
	_____	Date	
	Executive Director	Date	

If Board Level insert Agenda Item No. _____ and Board Meeting Date _____

Article 19 REVIEW OF REQUESTS FOR PROPOSAL AND CHANGE ORDER

- 19.1 A change order must be issued whenever it becomes necessary to modify any of the elements of a contract, which include scope, compensation, and time.
- 19.2 Specific procedures and standard CDB forms required for preparing and processing construction contract changes have been developed by CDB and are included in Procedures and Forms - Construction Phase manual.
- 19.3 Requests for a change may be initiated either verbally or in writing. Subcontractors' requests shall be directed to their contractor, assigned contractors to the coordinating contractor, and coordinating contractor to the A/E who, in turn, will notify the CDB PM of the request. Requests by the using agency or A/E shall be made in writing to the CDB PM.
- 19.4 Only the CDB PM can authorize the A/E to prepare a Request for Proposal/Change Order (RFP/CO).
- A. A/E shall provide an 'order of magnitude' level estimate for each proposed RFP/CO and submit to the PM within 10 days of request.
- B. If A/E rejects a request for change, before or after issuing the RFP/CO, s/he must prepare a letter of explanation and copy the PM and the affected contractor(s).
- 19.5 The A/E shall prepare an RFP/CO for each contract affected by the proposed change including supplemental drawings and/or specifications to fully describe the change in the work.
- A. Each RFP/CO package should be self-explanatory.
- B. The architect/engineer will complete the RFP/CO form through Section 5. Sufficient information must be provided in Sections 2, 3 and 4 on the front of the form to adequately describe the change and explain the reason for the change. Include attachments only as needed to adequately describe the change and its reason.
- C. Sole and/or dual sourcing via change order is prohibited.
- D. When requested by the CDB PM, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.
- E. The architect/engineer transmits two sets of the RFP/CO package for each contract to the coordinating contractor. One set is for the assigned contractor whose work is affected. One set is for the coordinating contractor.
- 19.6 Stringing of change orders (multiple change orders in small amounts addressing the same, or similar, problem), is prohibited.
- 19.7 Each assigned contractor submits one copy of their proposal package (including back-up for their own work as well as back-up for work performed by their subcontractors) to the coordinating contractor. When there is no assignment of contracts, the contractor submits one copy of its package to the architect/engineer.
- 19.8 The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to CDB. See Procedures and Forms - Construction Phase for detailed information on required forms and back-up. At a minimum, A/E shall review RFP/COs for:
- A. Signatures of contractor, subcontractors and suppliers
- B. Contractor's proposal meets and matches approved RFP language
- C. CPBS form, summary computations form, labor wage breakdown sheet, and material back-up for contractor and subcontractors
- D. Correct labor and material quantities, prices, and math

- E. On a user requested change order, a letter of request on the user's letterhead, signed by the user.
- 19.9 A/E shall review and accept or reject the contractor's RFP/CO package within 10 days of receipt. When A/E has reviewed all back-up, quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents, the A/E shall recommend issuance of a change order by completing Section 6 and signing the RFP/CO form. Signing the RFP/CO indicates that the A/E has completed a thorough review and that the RFP/CO is correct and acceptable. The A/E may be held responsible for problems resulting from their failure to provide proper and timely review of RFPs.
- 19.10 The A/E shall be responsible for obtaining the signatures of the using agency representative prior to forwarding the change order package to CDB. When the work of a change order has been divided between more than one contractor, all RFPs relating to that change order constitute a package.
- 19.11 When requested by CDB, the A/E and any consultants shall be required to attend Board meetings to explain and/or may be required to provide written explanation of any change orders presented for Board approval.

01 29 76 PROGRESS PAYMENT PROCEDURES

- .1 Progress Payments.** CDB may make periodic payments for portions of the work as determined by CDB in consultation with the Architect/Engineer. Applications for progress payments shall include:
- A. Invoice-Voucher
 - B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)
 - C. Waiver(s) of Lien, on CDB forms
 - 1) Subcontractor and/or Supplier
 - 2) Prime Contractor
 - D. Warranties and Guarantees (if applicable)
 - E. Stored Material Log (SML Form) (if applicable): (See also [01 29 76.3](#))
 - 1) Contractor evidence of title to such materials and equipment;
 - 2) Certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage for the stored materials for materials stored off-site.
- .2 Construction Administration Fee.** The Contractor shall include the amount of the construction administration fee on the Contractor's schedule of values (Form CSV) and all Contractor's affidavit and sworn statement (CASS) forms.
- A. **Initial Payment Request.** The full amount of the construction administration fee shall be invoiced by the Contractor on the initial payment request. This sum shall not be subject to retention.
 - B. **Deadline for Payment.** Prior to approval of the second payment request and no later than twenty (20) calendar days from the invoice-voucher date (Block No. 5) of the initial payment request, each contractor shall direct to the fiscal section of CDB, a check or money order made payable to CDB in the amount of the construction administration fee.
 - C. **Subsequent Pay Request.** Subsequent pay requests shall include this amount on the CASS form; however, a lien waiver is not required.
 - D. **Final Payment Request.** In the case of a single pay request in the amount of the entire contract, the Contractor shall remit the amount prescribed at least ten (10) calendar days prior to approval of the final acceptance package, including final payment request.
- .3 Stored Material.** CDB may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also [01 29 76.1.E](#).
- A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by CDB.
 - B. The Contractor shall convey and submit title to such materials and equipment to CDB within seven calendar days after receipt of payment for the material and equipment. This title shall include an itemization of all parts, components, etc. and the quantity of each.
 - C. The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.
 - D. The Contractor shall suitably insure the materials and equipment. The Contractor shall submit a certificate of insurance showing CDB as an additional insured and showing the amount of the insurance coverage.
 - E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier by executing the SML.
 - F. Upon demand by CDB, the Contractor shall deliver paid for stored materials or equipment to the site and to CDB's possession, at the Contractor's expense.
 - G. If the paid for materials or equipment is in the possession of a subcontractor or supplier who is a fabricator

that has added value to the materials or equipment, and the Contractor has not paid the fabricator for the added value, CDB may issue a joint check to the Contractor and fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and CDB's possession, at their expense. The fabricator shall provide a lien waiver within ten calendar days of payment. If the Contractor has been paid for the value added, but has refused to pay the fabricator, the amount shall be deducted as a set-off.

.4 Lien Waivers.

A. Partial Lien Waivers.

- 1) Lien waivers are not required with first payment application if payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form.
- 2) Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract amount. Lien waivers are to be in the amount reflected on the CASS Form.

- B. Final Lien Waivers.** The Contractor's request for final payment shall include final lien waivers, on CDB forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The Contractor shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than \$1000 unless otherwise requested by the A/E and/or CDB.

PROCEED ORDER

State of Illinois Capital Development Board

PO No.:

Date:

Associated RFP No.

1. Contractor: (Name and Address)

Project No.:

Project Name and Location:

Contract No.:

Contract Work:

2. Request for Change by:

3. Reason for Change and Justification for the Proceed Order:

4. Description Of Change In Work:

5. Total Value Of This Order Not To Exceed: \$ _____

6. Other Associated Proceed Orders (Number and Amount):

Costs for work involved and change in Sum and Time (if any) will be submitted for inclusion in a RFP/CO adjusting the Contract Sum and/or Contract Time subject to the CDB procedures for processing contract changes as outlined in the Capital Development Board's Standard Documents for Construction. Approval and issuance of this document does not eliminate the requirement for the subsequent RFP/CO to be reviewed and approved by CDB to determine it to be fair and reasonable.

7. Authorization to Proceed by:

My review of this change order has determined that: the circumstances which have necessitated this change order were not reasonably foreseeable at the time the contract was signed, or the change is germane to the original contract as signed, or the change order is in the best interest of the State and authorized by law, as described. (Applicable only to a change order or a series of change orders increasing or decreasing the contract amount more than \$10,000.00 or the contract time by more than 30 days.)

<u>Initial</u>	_____	_____	_____
	(Up to \$9,999)	Contractor Representative	Date
_____	(Up to \$24,999)	Project Manager	Date
_____	(Up to \$49,999)	Regional Manager	Date
_____	(Up to \$74,999)	Construction Administrator	Date
_____	(Up to \$100,000)	Deputy Director - Construction	Date
		Executive Director	Date
			Probable Classification

If Board Level insert Agenda Item No. _____ and Board Meeting Date _____

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

PREPARING DETAILED BREAKDOWNS FOR CHANGE ORDER PROPOSALS

I. GENERAL

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

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

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

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

- B. **Equipment:** Defined as those components of the work which are uniquely specified for the project or are built or manufactured on special order and are not stock items. Examples include boilers, chillers, switch gear, transformers and special general finishes.

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

C. **Labor costs.**

1. Labor unit rates. CDB will check the contractor's estimated labor unit rates in the quotation against CDB's historical rates from other projects and published sources. Major deviations will cause rejection of the change order. Difficulty or job factors applied to rates must be noted with an explanation.
2. Working foreman hours (only) may be included.
3. Labor wage rates may include the following:
 - a. Taxable wages to the employees (the trade base wage rate). CDB may request a copy of any worker's pay stub or certified payroll to verify the base wage rate
 - b. Fringe benefits
 - (1) When labor to be performed is covered by IDOL prevailing wage, the fringe benefits shall be in accordance with IDOL or the local union agreement.
 - (2) When labor to be performed is not covered by IDOL prevailing wage, the fringe benefits shall include employer=s costs for the following items only:
 - (a) medical, life, dental, and vision insurance
 - (b) pension plans (not including profit sharing)
 - (c) vacation, sick, and holiday time
 - (d) training
 - (3) The maximum allowance for fringe benefits shall be 45% of the base wage rate. An itemized breakdown of the fringe benefits shall be provided upon request. .
 - c. Employment costs mandated by the government:
 - (1) FICA (Social Security and Medicare)
 - (2) State and federal unemployment taxes

(3) Worker's compensation insurance

- d. Labor rates not conforming to IDOL published prevailing wage rates must be backed up with a copy of the union agreement or other verification.
 - e. No other costs may be included in the hourly wage rate.
4. Overtime hours. All overtime hours are to be itemized separately at the exact overtime rate. Worker's compensation and fringe benefits do not apply to overtime.. The use of overtime in performing change order work must be approved by CDB prior to submittal of RFP.
5. Travel costs. Travel expenses are allowed only under the following conditions and may not exceed the rates published in the State of Illinois Travel Policy (CMS publication available at www.state.il.us/cms/employee/travel)
- a. When travel expenses are required by the local union agreement. Copy of the union agreement which describes travel costs to be submitted with wage rates.
 - b. When there are no workers available from the respective locals. A letter from the local hall stating such must be provided.
 - c. When the work is very specialized and qualified personnel are not available locally.
 - d. When a change order is initiated after substantial completion and the contractor is no longer performing work on site, travel will be allowed for one lead person for each trade, providing the home base for the contractor is outside the local area.
 - e. Vehicle expense for only one vehicle will be allowed.
- D. **Bonds.** The increase or decrease in the cost of the performance bond as a result of the change order shall be included.
- E. **Builders' risk insurance.** No General Liability or other insurance cost, other than Builders Risk, is allowed.
- F. **Tool allowance.** An allowance for employer provided tools and related consumables will be allowed when pertinent to the change order work. The actual tools used shall be listed. Allowable tools include concrete saws, pipe threaders, circular saws, drills, pipe benders, etc. Consumables may include saw blades, drill bits, etc. Tool allowance will not be permitted on change orders that do not require allowable tools or consumables.

- G. **Rental equipment.** Equipment such as compressors, backhoes, etc. necessary to complete the change order work. Quotations or invoices from rental companies must be included. If equipment is owned by the contractor, an allowance will be given for wear and tear in accordance with the IDOT Schedule of Average Annual Equipment Ownership Expense.
 - H. **Additional warranty costs.** Usually these costs will only apply when a piece of equipment is added to the project. The cost of this item must reflect the appropriate risk of a warranty call-back and should be for labor only. Replacement parts are considered to be part of the manufacturer's quotation.
 - I. **Testing, balancing and start-up costs.** These costs are allowable if the scope of work for the proposed change order modifies the levels of testing, balancing or start-up costs of the original project.
 - J. **Long term storage.** The storage costs of purchased material and equipment are allowed only under unusual situations. Where storage is chargeable, it must be shown that either a rented warehouse or the contractor's warehouse was required for extended storage of the materials required for the change order.
- III. **UNALLOWABLE ITEMS.** The following cost items are not acceptable on change order proposals. The list is not all inclusive.
- A. **Engineering fees.** CDB requires the A/E to provide all design services. If the contractor feels that engineering or design is required to clarify the work, then the CDB project manager should be notified.
 - B. **Job site facilities** such as trailers and phones.
 - C. **Short term storage.**
 - D. **Time extensions.** The Standard Documents for Construction expressly state that there will be no compensation for delays. The A/E is not authorized to approve costs for time extensions or delays. Under certain circumstances, CDB may approve a time extension or recognize a project delay (without additional compensation). If approved, all time extensions must be processed as separate RFP/CO's.
 - E. **Cost of estimating and preparation.** This is an overhead cost.
 - F. **Costs of clerical and support staff.** This is an overhead cost.
 - G. **Supervision.** This is an overhead cost, except when a foreman is also directly performing the work. Labor costs for supervisors, foremen not allowed to work with tools by union agreement, etc. are not allowed. An exception may be made when the

change order is initiated after substantial completion and the contractor no longer has supervision on site.

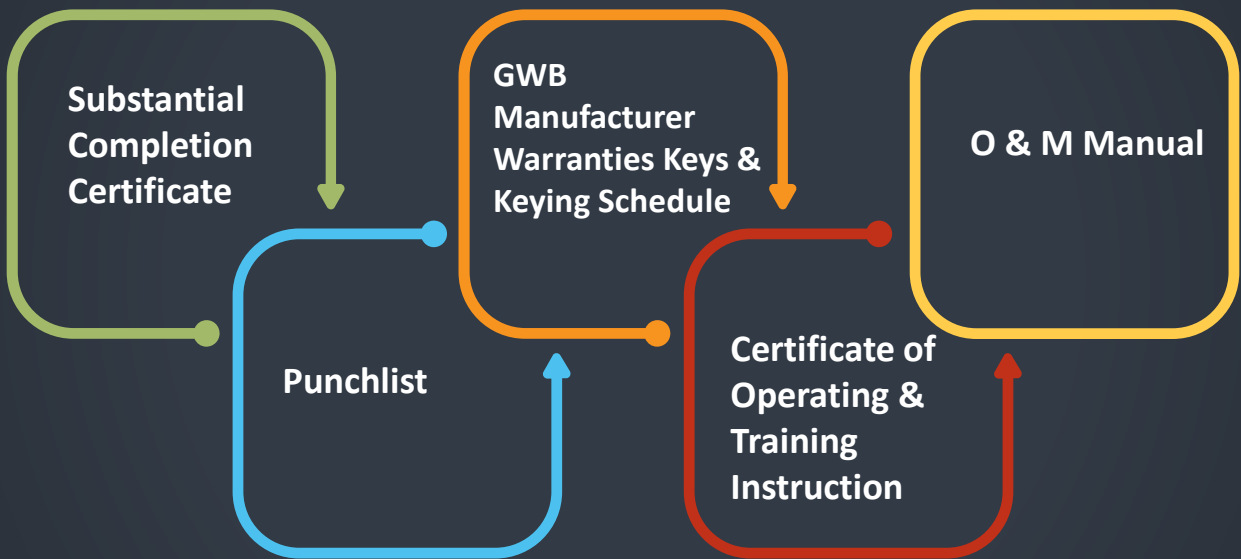
- H. **Liability insurance.** This is an overhead cost.

IV. SPECIAL SITUATIONS

- A. **Shop drawings.** A change order may require the contractor to prepare additional or revised drawings to install the work. The cost of such drawings may be included in the change order. The contractor may be required to submit these drawings to verify the inclusion of this cost.
- B. **Duct work.** Low and medium pressure duct work may be quoted dollar per pound delivered to the job site. The net weight should be shown as the quantity sold. The price per pound should include waste allowance, bracing and reinforcing, shop labor, material, equipment and shop burden. The intent is to treat duct work as a manufactured product. For duct work purchased from another firm, particularly high pressure round duct, an itemized and unit price quotation from the supplier is to be furnished with the contractor's proposal.
- C. **Sheet metal specialties.** These specialties include splitter dampers, fire dampers and flexible connections. These are to be itemized as *equipment* with unit prices shown. These materials may not be shown with a total lump sum.

Substantial Completion Package

DCM 20 & SDC 01 77 13



Substantial Completion Package:

- ✓ Completed Guaranties, Warranties, Bonds form (GWB) and all warranties required by the specifications. Each Contractor must also include its one-year warranty on labor and materials for all work in their contract.
- ✓ Certificate of Operating and Training Instruction.
- ✓ One complete set of approved shop drawings.
- ✓ Operating and Maintenance manuals and parts lists for equipment installed in the quantity specified.
- ✓ A signed receipt from the Using Agency for all materials turned-over to the using agency.
- ✓ A list of suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

CERTIFICATE OF SUBSTANTIAL COMPLETION

CDB Project #: **987 - 654 - 321** Phase Contractor: **Cando Construction Co.**
 Project Name: **Upgrade Building** Address: **77 Cando Drive**
 Location: **Illinois Institution** Cando, Illinois 67999
 Somewhere, Somewhere County Contract No.: 66-1234-41
 Contract Work: General

SUBSTANTIAL COMPLETION: DATE: 07/07/15

Complete **Partial - List Areas Accepted** _____

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

PUNCH LIST:

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

The Contractor shall complete or correct the work on the punch list appended hereto by 07/27/2015. The punch list consists of 7 items. Mo. Day Year

Contractor	Representative	Date
Cando Construction Co.	<i>Carl Construction</i>	<i>07/07/15</i>
Coordinating Contractor or Construction Manager	Representative	Date
<i>Drawem & Speckem Associates</i>	<i>Ernie Engineer</i>	<i>07/07/15</i>
Architect/Engineer	Representative	Date
APM (Asbestos Projects Only)	Representative	Date
Illinois Institution	<i>Fred Facility</i>	<i>7/07/15</i>
Using Agency	Representative	Date
	<i>Prudence Manager</i>	<i>7/07/15</i>
	CDB Project Manager	Date

Attachments:
Punch List
G.W.B.

State of Illinois
CAPITAL DEVELOPMENT BOARD

GWB

Guarantees, Warranties, Bonds

Contractor's Name: Cando Construction Co.

Contract No.: 66-1234-41

Project No.: 987-654-321

Date: 07/08/2015

Attach to Certificate of Substantial/Final Completion

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

Guaranty, Warranty and Bond for Material, Equipment and Labor (Specify). Indicate Contract Work, Specification Ref., (Bldg. if applicable) & Manufacturer's Name.	Contractor's/Subcontractor's Name & Address	Duration and Expiration Date
1 All Building G0101, Illinois Historic House	Cando Construction Co. 77 Cando Drive Cando, Illinois 67999	One year July 8, 2015 thru July 8, 2016
MANUFACTURER:	330-555-1234	
Address		
2 08460 Power Door Operators	Pushme Pullme 200 Industry Circle Big City, MO 77666	Three years July 8, 2015 thru July 8, 2019
MANUFACTURER: Pushme Pullme	502-123-4567	
Address 200 Industry Circle		
Big City, MO 77666		
3 14240 Elevator	Up & Downs 123 Updown Lane Updown, Illinois 67890	Five years July 8, 2015 thru July 8, 2020
MANUFACTURER: Up & Down	430-444-5432	
Address 1-800-555-0123		
4		
MANUFACTURER:		
Address		
5		
MANUFACTURER:		
Address		
6		
MANUFACTURER:		
Address		
7		
MANUFACTURER:		
Address		

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

State of Illinois
CAPITAL DEVELOPMENT BOARD

**CERTIFICATE OF OPERATING
AND TRAINING INSTRUCTION**

PROJECT NO.: 987 - 654 - 321

CONTRACTOR: (Name, Address)
Cando Construction Co.
77 Cando Drive
Cando, Illinois 67999

Date: 07/01/2016
PROJECT: (Name, Description)
Upgrade Building
Illinois Institution
Somewhere, Somewhere County
USING AGENCY: Illinois State Agency

CONTRACT WORK: General
CONTRACT NO.: 66-1234-41

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

1. Elevator
2. Power Door Operators
3. _____
4. _____
5. _____
6. _____

Attendees

	Signature	Representing	Phone No.
1.	<i>Fred Facility</i>	Illinois Institution	555-777-8888
2.	<i>Chief Engineer</i>	Illinois Institution	555-777-8889
3.	<i>Sarah Central Office</i>	Illinois State Agency	217-777-5555
4.	<i>Carl Construction</i>	Cando Construction Co.	222-444-7777
5.	<i>Ernie Engineer</i>	Drawem & Speckem Assoc.	444-555-6666
6.	<i>Prudence Manager</i>	Capital Development Board	217-782-5555
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____

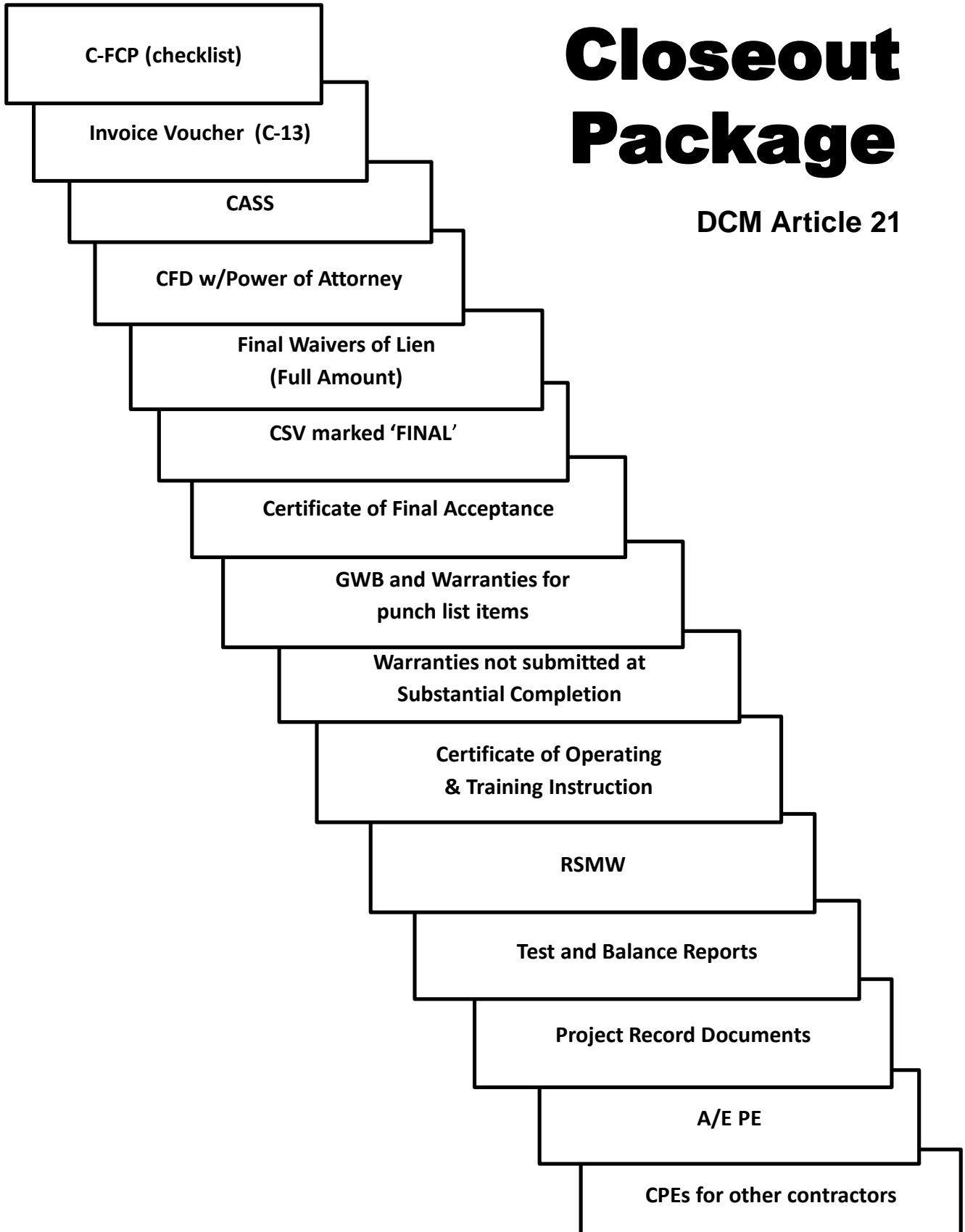
This Certification Sheet must accompany the Substantial Completion package. The A/E or A/E representative must participate in this training.

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

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

Final Closeout Package

DCM Article 21



DCM

21.1 The final close out package from each contractor to the architect/engineer consists of the following:

- A. The final payment package:
 - 1. Invoice Voucher
 - 2. Revised CSV, if applicable. Marked as "FINAL"
 - 3. Contractors Affidavit and Sworn Statement (CASS)
 - 4. Contractors Final Declaration (CFD) with Power of Attorney
 - 5. Final Waivers of Lien from each subcontractor and supplier for the full amount of their contract (as shown on the current CSV) on CDB forms only.
- B. Testing and balancing reports
- C. Marked-up specifications and addenda
- D. Project record documents (marked up prints)
- E. Architect/Engineer Performance Evaluation (A/E-PE). (May be sent directly to the PM)
- F. Contractor Performance Evaluations (CPE) on other contractors
- G. Guarantees, Warranties and Bonds form and warranties for items on the punch list. GWB duration for all punch list items begins on the date of final acceptance.
- H. Any items not submitted at Substantial Completion.

21.2 The architect/engineer reviews the submittal for completeness and accuracy and transmits to the CDB PM:

- A. FCP form with top part completed and signed by A/E.
- B. Certificate of Final Acceptance

CDB's PM Checklist for submittal

State of Illinois
CAPITAL DEVELOPMENT BOARD

C-FCP

Contractor's Final Close-Out Package

Project No: _____

Contract No: _____

Contract Work (Trade): _____

Contractor (Name, Address) _____

PROJECT: (Name, Location, Using Agency)

FINAL PAYMENT

- Invoice Voucher (C-13)
- CASS
- CFD w/Power of Attorney and Jurat

- Final Waivers for total contract amount from each Subcontractor/Supplier shown on CASS.
- Final CSV (marked 'Final')

A/E Firm: _____

By: _____

Date: _____

FINAL ACCEPTANCE

- Original Certificate of Final Acceptance with all original signatures
- GWB Form and Warranties for items on Punch List
- Contractor Performance Evaluation (CPE) by
 User A/E
- Certification of Operations & Training Instruction (if applicable)

- As-built documents received by A/E.
- Test & Balance Reports (must be reviewed & approved by A/E) if applicable.
- Warranties not submitted with Substantial Completion

By CDB PM

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

Project Manager: Name: _____

Date: _____ Signature: _____

BY CDB PT

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

FINAL

FORM C-13

STATE OF ILLINOIS

INVOICE-VOUCHER

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

The preparation instructions for vendors preceded this copy.

1. Check Here If Retention Trust <input type="checkbox"/>	2. TAXPAYER IDENTIFICATION NUMBER	IMPORTANT See instructions on back of page for completion of box 2.	4. Voucher No.
	3125882300		5. Voucher Date
PAYMENT OF INTEREST MAY BE AVAILABLE IF THE STATE FAILS TO COMPLY WITH THE ILLINOIS PROMPT PAYMENTS ACT, ILL. REV. STAT., CH. 127, PAR. 132.401.	3. VENDOR OR PAYEE Cando Construction 77 Cando Drive Cando, Illinois 67999		6. Appropriation Account Code Number
	DISPOSITION OF COPIES 1. Comptroller 2. Cap. Dev. Board 3. Cap. Dev. Board 4. Remittance Copy 5. Retained by Vendor		7. Project Number 987-654-321
			8. Project Description
			9. IRS 1099 Reporting <input type="checkbox"/> <input type="checkbox"/> No.

10. APPLICATION AND CERTIFICATE DATA		11. PROJECT STATUS	
Date of Issuance 7/5/15	Application No. 2	The present status of the account for this subject contract is as follows:	
For Period From 7/05/15	To 7/27/15	A. Original Contract Sum	\$ 586,835.00
Type of Work and Contract Number 666-1234-41 General		B. Change Orders	

12. CONTRACT CERTIFICATION		Total Additions	\$ 5,364.79
I hereby certify: (1) that all items are paid for which previous certificates were issued and payment received; (2) that the goods, merchandise, wares or services have met all the required standards set forth in the purchasing contract and are proper charges against the State of Illinois and that payment has not been received.		C. Sub Total	\$ 592,199.79
		D. Total Deductions	\$
		E. Total Contract to Date	\$ 592,199.79
By: Carl Contractor Contractor		F. Total Completed to Date	\$ 592,199.79
		G. Less 0 % Retainage	\$ 0.00

13. ARCHITECT AND/OR ENGINEER CERTIFICATION		H. Net Amount Earned	\$ 592,199.79
In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown.		I. Less Previous Payment	\$ 563,122.49
This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the State of Illinois or contractor under this contract.		J. PAY THIS AMOUNT	\$ 62,077.30
Architectural and/or Engineering Firm	Drawem & Speckem		
By: Arti Architect (A Licensed Architect or Engineer)	Date: 7/25/15	K. Unpaid Balance (do not pay)	\$ 0.00

18. EXP. OBJ.	19. EXP. AMOUNT	22. OBLIGATION NO.	23. F/P	24. PAYMENT AMOUNT	17. TOTAL AMOUNT

26. FOR AGENCY USE ONLY	Certification of Capital Development Board I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditures for such goods or services was authorized and lawfully incurred, that such goods or services meet all the required standards set forth in the purchase agreement or contract to which this voucher relates; and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of "An Act to create the Bureau of the Budget and to define its powers and duties and to make an appropriation," approved April 16, 1969, as amended, have been met.	
	PROJECT MANAGER APPROVAL: The work or materials billed above has been received and complies with our contract.	Date
	AGENCY HEAD APPROVAL	DATE

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

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

INSTRUCTIONS TO VENDOR

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

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

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

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

NOTE:

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

State of Illinois
CAPITAL DEVELOPMENT BOARD

URGENT NOTICE

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

Payment Approved _____
Date of Pay Meeting _____

A/E _____
Using Agency _____
Coor. Contractor _____
Project Manager _____

CASS
Contractor's Affidavit and Sworn Statement
7- Final
Application No.: 987-654-321
Project Number 7/5/2015 10 1/27/2015
Period From

CONTRACTOR: Name, Address
Cando Construction Co.
77 Cando Drive
Cando, Illinois 67999

ARCHITECT-ENGINEER: Name
Drawen & Speckem Associates
888 Archimedes Road
Anywhere, Illinois 65555

PROJECT: Name Location
Upgrade Building
Illinois Institution
Somewhere, Somewhere County

ITEMS B & D INCLUDE CHANGE ORDER # 1

CDB CONTRACT NO: 66-1234-41
CONTRACT WORK: General

I	E	F	G	I	J	K
Names of Contractor, Subcontractor & Material Suppliers for the Several Parts of the Work	Total Contract To Date Schedule of Values Plus Change Orders	Work Completed & Material Stored %	Total Retained Including this Application	Previous Payments	New Amount Requested Col. F minus Col. G+I	Balance to Become Due Col. E minus Col. F+J
O K Surety Company	Bonds \$6,000.00	100%	\$6,000.00	\$6,000.00	\$0.00	\$0.00
Rock Insurance	Insurance \$7,500.00	100%	\$7,500.00	\$7,500.00	\$0.00	\$0.00
CDB	Const. Admin. Fee \$18,300.00	100%	\$18,300.00	\$18,300.00	\$0.00	\$0.00
Cando	Overhead & Profit \$95,000.00	100%	\$95,000.00	\$89,221.00	\$5,779.00	\$0.00
Cando	Demolition - Labor \$35,000.00	100%	\$35,000.00	\$33,250.00	\$1,750.00	\$0.00
Cando	Demolition - Material \$3,200.00	100%	\$3,200.00	\$3,040.00	\$160.00	\$0.00
SUBTOTAL	\$165,000.00		\$165,000.00	\$157,311.00	\$7,689.00	\$0.00
TOTAL (All Pages)	\$592,199.79	100%	\$592,199.79	\$530,122.49	\$62,077.30	\$0.00

AFFIANT SWEARS

1. that he is the duly authorized agent of Cando Construction Co.

2. that any accompanying waivers of lien or previously presented waivers of lien are genuine and have not been delivered conditionally.

3. that a lien waiver has been submitted for any subcontractor or material supplier whose participation exceeds \$500.

4. that the contractor shall serve and hold harmless the State of Illinois or any claimant by, through or under the State of Illinois for any misstatement in the above.

Further Affiant says sought _____ day of _____

Subscribed and sworn to before me this _____ day of _____

Notary Public _____

Authorized Agent _____

Corporation
Partnership
Sole Proprietorship
Joint Venture

A. Original Contract Sum	\$586,835.00
B. Change Orders - Total Additions	\$5,364.79
C. Subtotal	\$592,199.79
D. Change Orders - Total Deductions	\$0.00
E. Total Contract to Date	\$592,199.79
F. Total Complete to Date	\$592,199.79
G. Less 0.0% Retainage	\$0.00
H. Net Amount Requested	\$592,199.79
I. Less Previous Payments	\$530,122.49
J. New Amount Requested	\$62,077.30
K. Balance to Become Due	\$0.00

CASS

Contractor's Affidavit and Sworn Statement

Application No.: 7-Final

Project Number 987-654-321

Period From 7/5/2015 to 7/27/2015

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

1	Names of Contractor, Subcontractor & Material Suppliers for the Several Parts of the Work	3	Name of the Several Parts of the Work & Material (Use same breakdown as CSV (Contractor's Sched. Of Values))	E.	F	G	I	J	K	
										Total Contract To Date
				Schedule of Values Plus Change Orders	%	Including this Application	Col. E minus (Col. G+)			Col. E minus (Col. I + J)
Cando			Excavation - Labor	\$12,000.00	100%	\$0.00	\$11,400.00	\$600.00	\$0.00	
Cando			Excavation - Material	\$11,000.00	100%	\$0.00	\$10,450.00	\$550.00	\$0.00	
Cando			Concrete - Labor	\$15,096.00	100%	\$0.00	\$14,341.20	\$754.80	\$0.00	
Portland			Concrete - Material	\$12,104.00	100%	\$0.00	\$11,498.80	\$605.20	\$0.00	
Brickey			Masonry - Labor	\$45,375.00	100%	\$0.00	\$43,106.25	\$2,268.75	\$0.00	
Brickey			Masonry - Material	\$32,125.00	100%	\$0.00	\$27,750.00	\$4,375.00	\$0.00	
Cando			Rough Carp - Labor	\$62,000.00	100%	\$0.00	\$56,900.00	\$5,100.00	\$0.00	
Cando			Rough Carp - Material	\$5,000.00	100%	\$0.00	\$4,500.00	\$500.00	\$0.00	
Cando			Finish Carpentry - Labor	\$18,000.00	100%	\$0.00	\$17,100.00	\$900.00	\$0.00	
Cando			Finish Carpentry Material	\$2,000.00	100%	\$0.00	\$1,900.00	\$100.00	\$0.00	
Cando			Cabinets/Handrails-Mat	\$10,700.00	100%	\$0.00	\$9,988.00	\$712.00	\$0.00	
Cando			Interior Woodwork-Mat.	\$8,500.00	100%	\$0.00	\$8,075.00	\$425.00	\$0.00	
Cando			Interior Woodwork-L	\$3,000.00	100%	\$0.00	\$2,850.00	\$150.00	\$0.00	
Sam Subb			Roofing-Labor	\$33,000.00	100%	\$0.00	\$29,780.00	\$3,220.00	\$0.00	
Sam Subb			Roofing-Mat	\$13,125.00	100%	\$0.00	\$11,812.20	\$1,312.80	\$0.00	
Solid Core MBE/FBE			Metal/Wood Doors - Mat	\$25,000.00	100%	\$0.00	\$23,750.00	\$1,250.00	\$0.00	
Pushme Pullme			Pwr. Dr. Operators - Mat	\$4,375.00	100%	\$0.00	\$3,000.00	\$1,375.00	\$0.00	
Pushme Pullme			Pwr. Dr. Operators-L	\$18,000.00	100%	\$0.00	\$3,000.00	\$15,000.00	\$0.00	
Square 1 MBE/FBE			Tile-Labor	\$14,280.00	100%	\$0.00	\$13,566.00	\$714.00	\$0.00	
Square 1 MBE/FBE			Tile-Material	\$5,865.00	100%	\$0.00	\$5,571.75	\$293.25	\$0.00	
Walkonne			Flooring-Labor	\$3,210.00	100%	\$0.00	\$3,049.50	\$160.50	\$0.00	
Walkonne			Flooring-Material	\$2,640.00	100%	\$0.00	\$2,508.00	\$132.00	\$0.00	
Rocken			Painting/Drywall- Lab	\$11,500.00	100%	\$0.00	\$10,925.00	\$575.00	\$0.00	
Rocken			Painting/Drywall - Mat	\$4,400.00	100%	\$0.00	\$4,180.00	\$220.00	\$0.00	
Upson Down			Elevator- Labor	\$36,675.00	100%	\$0.00	\$25,213.00	\$11,462.00	\$0.00	
Upson Down			Elevator-Material (TL)	\$12,865.00	100%	\$0.00	\$11,500.00	\$1,365.00	\$0.00	
Cando			Change Order #1	\$5,364.79	100%	\$0.00	\$5,096.79	\$268.00	\$0.00	
TOTAL OF THIS SHEET				\$427,199.79		\$427,199.79	\$372,811.49	\$54,388.30	\$0.00	

State of Illinois
CAPITAL DEVELOPMENT BOARD

CFD

CONTRACTOR'S FINAL DECLARATION

Project No.: 987-654-321

CONTRACTOR: (Name, Address)
Cando Construction Co.
77 Cando drive
Cando, Illinois 67999

PROJECT: (Name, City, County)
Upgrade Building
Illinois Institution
Somewhere, Somewhere County, Illinois

CDB Contract No.: 66-1234-41
Contract Work: General

Using Agency: Illinois State Agency

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

- A. **AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS**, certifying that he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract for which CDB, the Using Agency, or their properties might in any way be held responsible.
- B. **AFFIDAVIT OF RELEASE OF LIENS**, certifying that to the best of his knowledge, information and belief, that the attached Final Waivers of Lien include the contractor(s), and all subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services arising in any manner out of the performance of the Contract.
- C. **RELEASE** of all claims against CDB arising by virtue of the Contract.

D. **FINAL CONTRACT AMOUNT:** \$ 592,199.79

CONTRACTOR:

By: Carl Construction (Signature)
Title: President

NOTARY PUBLIC:

Subscribed and sworn to before me this 26th
day of July, 2015.
Shirley Notari (Signature)

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

SURETY COMPANY: (Name)
O K Surety

By: Gary Lawer (Signature)
Attorney-in-Fact
Gary Lawer (Typed name)

JURAT (Notary's Statement Authenticating Signature)

STATE OF Illinois

COUNTY OF Wherearewe

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

Gary Lawer

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

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

Given under my hand and notarial seal this Fifteenth DAY OF July A.D. 2015

Notary Signature Shirley Notari

Attach Surety's Power of Attorney

State of Illinois
CAPITAL DEVELOPMENT BOARD

FINAL

**WAIVER OF LIEN
Waiver of Lien No. 7**

STATE OF Illinois)
COUNTY OF Wherearewe)^{ss}

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by :

Illinois Capital Development Board
CDB Contract No.: 66-1234-41
Contractor's Contract No.: 83765309

To furnish for the premise known as:

Project: Upgrade Building

Project No.: 987-654-321

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

The undersigned, for and in consideration of
Five Hundred Ninety-Two Thousand One-Hundred Ninety-Nine and 79/100

(\$ 592,199.79) Dollars,

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

Given under my/our hand and seal
this 27th day of July, 2015

Cando Construction Co.
(Company Name)

Carl Construction
(Signature of Authorized Corporate Officer)

ATTEST: Susan Smith
(Corporate Agency Signature/Notary)
Title: Vice President

ITS: President
(Title)

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

*This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN PROCEDURES

Definitions:

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

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

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

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

Partial Lien Waivers:

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

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

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

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

Use of CDB Waiver Forms

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

Corporate seal is not a required element.

<p style="text-align: center;">IMPORTANT NOTICE</p> <p>DISCLOSURE OF THIS INFORMATION IS MANDATORY IN ACCORDANCE WITH THE STANDARD DOCUMENTS FOR CONSTRUCTION. FAILURE TO COMPLETE THIS WILL PREVENT PAYMENT FOR WORK COMPLETED AND/OR BE A MATERIAL BREACH OF CONTRACT.</p>

CSV

Contractor's Schedule of Values

Project Number: 987-654-321
Date: 11/10/2014

IMPORTANT NOTICE
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FOR CDB USE ONLY

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

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

ARCHITECT-ENGINEER:	Drawem & Speckem 888 Archineer Road Anywhere, Illinois 65555	PROJECT:	Upgrade Building Illinois Institution Somewhere, Somewhere County
---------------------	--	----------	---

CONTRACTOR: Name, Address Cando Construction 77 Cando Drive Cando, Illinois 67999	CDB CONTRACT NO: 66-1234-41	MBE/FBE Goal: 6.00%
	CONTRACT WORK: General	FEP Technician Jeanifer Kimbrough
	TOTAL ILLINOIS PRODUCTS \$12,865.00	Signature: Date: 11/27/2014

1	1a	2	3	4	5	6	E	6
Contractor, Subcontractor, or Material Supplier	CDB ID No.	Specification Section No.	Description of Work or Material	Number or Quantity	Unit i.e, SF	Unit Price	Scheduled Value	% of Contract
OK Surety		Gen. Cond.	Bond	N/A	N/A		\$6,000.00	1.1%
Rock Insurance		Gen. Cond.	Insurance	N/A	N/A		\$7,500.00	1.4%
CDB		Gen. Cond.	Construction Admin.	N/A	N/A		\$18,300.00	3.4%
Cando	1234	Gen. Cond.	Overhead & Profit	N/A	N/A		\$95,000.00	17.6%
Cando	1234	02072	Demo-labor	LS			\$35,000.00	6.5%
Cando	1234	020072	Demo- Material	LS			\$3,200.00	0.6%
Cando	1234	02221	Excavation-Labor	LS			\$12,000.00	2.2%
Cando	1234	02221	Excavaion-Material	LS			\$11,000.00	2.0%
Cando	1234	03001	Concrete-labor		68 sy	222.00	\$15,096.00	2.8%
Cando	1234	03001	Concrete-material		68 sy	178.00	\$12,104.00	2.2%
Brickey (MBE)	3456	04200	Masonry-Labor		125 sf	363.00	\$45,375.00	8.4%
Brickey (MBE)	3456	04200	Masonry-Material		125 sf	257.00	\$32,125.00	5.9%
Cando	1234	06100	Rough Carpentry-Labor	LS		LS	\$62,000.00	11.5%
Cando	1234	06100	Rough Carpentry-Mat.	LS		LS	\$5,000.00	0.9%
Cando	1234	06200	Finish Carpentry-Labor	LS		LS	\$18,000.00	3.3%
Cando	1234	06200	Finish Carpentry-Mat.	LS		LS	\$2,000.00	0.4%
Cando	1234	06402	Cabinets/Handrail-Mat.	LS		LS	\$10,700.00	2.0%
Cando	1234	06402	Interior Woodwork-Mat	LS		LS	\$8,500.00	1.6%
Cando	1234	06402	Interior Woodwork-lab.	LS		LS	\$3,000.00	0.6%
SUBTOTAL							\$401,900.00	74.3%
TOTAL (All Pages)							\$540,710.00	100.0%

Submitted by subject contractor in accordance with the provisions of the contract documents. Upon request of the Architect-Engineer, contracts and relevant documentation will be provided to substantiate this schedule of values. Subcontracts have been provided to CDB per SDC 00 21 50.

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

Contractor: Carl Construction
Name Typed

Approved: _____

Signature

Date _____

**CERTIFICATE OF FINAL
 ACCEPTANCE**

FOR CDB USE ONLY	
Name:	_____
Project No.:	_____
Contract No.:	_____
C.F. Locale:	<u>Contractor #7</u>

CDB Project #: 987-654-321 Phase _____ Contractor: Cando Construction Co.

Project: Upgrade Building Address: 77 Cando Drive

Location: Illinois Institution Cando, Illinois 67999

Somewhere, Somewhere County

Contr. Work: General

Date of Final Acceptance: 07/27/2005 Contract No.: 66-1234-41

Signing of the Final Acceptance form shall certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items on the Substantial Completion form have been completed, that the contractor has fulfilled all his contractual obligations, that the warranties have been accepted and the contractor may be authorized to receive final payment in full, including all retainage.

SIGNATURES

<u>Drawem & Speckem Associates</u> Architect-Engineer (Firm Name)	<u><i>Artie Architect</i></u> Representative	<u>07/27/05</u> Date
<u>n/a</u> APM (Asbestos Projects Only)	Representative	Date
<u>Illinois Institution</u> Using Agency	<u><i>Fred Facility</i></u> Representative	<u>7/27/2005</u> Date
<u>Cando Construction</u> Coordinating Contractor or Construction Manager	<u><i>Carl Construction</i></u> Representative	<u>07/27/05</u> Date
<u>Contractor</u>	Representative	Date
	<u><i>Prudence Manager</i></u> CDB Project Manager	<u>07/27/2005</u> Date

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

Article 21 FINAL ACCEPTANCE

- 21.1 Final acceptance is a condition which occurs when CDB accepts the certification of the architect/engineer that the contractor has complied with all requirements of the contract, and that the contractor is authorized to receive final payment in full including all retainage.
- 21.2 Final acceptance is dependent only on an individual contractor's performance and is not related to the other contractors' performance on a project. Upon completion of contractual obligations, each contractor's contract will be closed out. Due to the coordinating contractor's contractual obligations to the assigned contractors, the coordinating contractor usually will not be closed out prior to the other contractors.
- 21.3 To initiate close-out, the contractor notifies the architect/engineer, in writing, that:
- A. All punch list items have been completed or corrected.
 - B. Contract documents have been reviewed and the project has been inspected for compliance with the contract.
 - C. Equipment and systems have been tested in the presence of the using agency representative and are operational.
 - D. The using agency's personnel have been instructed in the operation and maintenance of all equipment and systems.
 - E. The project is complete and ready for final inspection.
- 21.4 When the A/E considers the work is complete in accordance with contract requirements, the final acceptance and final payment submittal will be submitted and reviewed.
- 21.5 A formal final acceptance meeting may be held at the option of the CDB project manager. Verification of completion of the punch list will be made by the architect/engineer and the project manager. The final acceptance form will be signed at the meeting or forwarded by the A/E to the appropriate parties for signature.

State of Illinois
CAPITAL DEVELOPMENT BOARD

GWB

Guarantees, Warranties, Bonds

Contractor's Name: Cando Construction Co.

Contract No.: 66-1234-41

Project No.: 987-654-321

Date: 07/27/2015

Attach to Certificate of Substantial/Final Completion

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

Guaranty, Warranty and Bond for Material, Equipment and Labor (Specify). Indicate Contract Work, Specification Ref., (Bldg. if applicable) & Manufacturer's Name.	Contractor's/Subcontractor's Name & Address	Duration and Expiration Date
1 All Building G0101, Illinois Historic House	Cando Construction Co. 77 Cando Drive Cando, Illinois 67999	One year July 8, 2005 thru July 8, 2006
MANUFACTURER:		
Address		
2 08460 Power Door Operators	Cando Construction Co. 77 Cando Drive Cando, Illinois 67999	Three years July 8, 2005 thru July 8, 2008
MANUFACTURER: Pushme Pullme		
Address 200 Industry Circle Big City, MO 77666		
3 14240 Elevator	Cando Construction Co. 77 Cando Drive Cando, Illinois 67999	Five years July 8, 2005 thru July 8, 2010
MANUFACTURER: Ups & Downs 1-800-555-0123		
4 07530 Roof	Sam Subb 88 Cedar Lane Subtown, Illinois 67888	Twenty (20) years July 15, 2006 through July 14, 2026
MANUFACTURER: MvElroy Metal		
Address Industrial Park, Route 10W Uptown, IL 61111		
5		
MANUFACTURER:		
Address		
6		
MANUFACTURER:		
Address		
7		
MANUFACTURER		
Address		

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

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Manager. All CDB e-mail addresses are available on our website: www2.illinois.gov/cdb

NOTE: Form may be submitted electronically only for review purposes. To meet contractual requirements, form submitted to CDB must be attached to a signed Certificate of Substantial Completion or Final Acceptance.

CERTIFICATE OF OPERATING AND TRAINING INSTRUCTION

PROJECT NO.: 987 - 654 - 321

CONTRACTOR: (Name, Address)
Cando Construction Co.
77 Cando Drive
Cando, Illinois 67999

Date: 07/01/2016
PROJECT: (Name, Description)
Upgrade Building
Illinois Institution
Somewhere, Somewhere County
USING AGENCY: Illinois State Agency

CONTRACT WORK: General
CONTRACT NO.: 66-1234-41

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

1. Elevator
2. Power Door Operators
3. _____
4. _____
5. _____
6. _____

Attendees

	Signature	Representing	Phone No.
1.	<u>Fred Facility</u>	<u>Illinois Institution</u>	<u>555-777-8888</u>
2.	<u>Chief Engineer</u>	<u>Illinois Institution</u>	<u>555-777-8889</u>
3.	<u>Sarah Central Office</u>	<u>Illinois State Agency</u>	<u>217-777-5555</u>
4.	<u>Carl Construction</u>	<u>Cando Construction Co.</u>	<u>222-444-7777</u>
5.	<u>Ernie Engineer</u>	<u>Drawem & Speckem Assoc.</u>	<u>444-555-6666</u>
6.	<u>Prudence Manager</u>	<u>Capital Development Board</u>	<u>217-782-5555</u>
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____
10.	_____	_____	_____
11.	_____	_____	_____
12.	_____	_____	_____

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

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

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

State of Illinois
CAPITAL DEVELOPMENT BOARD

RSMW

Roofing System Manufacturer's Warranty

Manufacturer's Warranty Number(s): 09-593

Effective Date: July 15, 2015 Ending Date: July 15, 2035

Metal Finish Warranty Length:

Watertight Warranty Length: 20 Years

Manufacturer Name: McElroy Metal

CDB Project No. 987-654-32'

Telephone #: 1-800-999-9999 Fax #: 1-800-999-9998

CDB Project Manager: Prudence Manager

E-Mail: mcmetal@abc.com

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

Address: Industrial Park, Route 10 East, Uptown, IL 61111

Using Agency: Illinois State Agency

Total Warranty - Square Footage: 2,000

Site Address: 111 Illinois Street

Roof Specification-System Name: 07411

Building Name: Illinois Institution

Lin. Ft. Flashing: 160

CDB Building No.: A0001
Identify Area of Work: Entire Building

Lin. Ft. Expansion Joint Covers: 30

Insulation Type(s): Vinyl Faced 3" Proped

Additional Building(s): None

Roofing Contractor: Sam Subb

Site Address:

Address: 88 Cedar Lane, Subtown, IL 67888

Building Name:

Telephone No.: 1-800-405-7892 Fax #: 1-800-405-7891

CDB Building No.:

Other Information:

Identify Area of Work:

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

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

WARRANTY

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

- II. Limitation: The Manufacturer's liability under this Warranty shall be limited to **(\$ 32,000.00)** which is the Owner's original cost of the installed roofing system per CDB Contractor Schedule of Values (CSV).

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

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

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

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

MANUFACTURER: McElroy Metal
a State of Illinois Corporation with principle office at:
Industrial Park, Route 10 East, Uptown, IL
61111

BY: Mike McElroy

TITLE: President

DATE: 07/15/2015

OWNER: State of Illinois
Address: Illinois State Agency
100 Capital Street
Springfield, IL 62706

BY: Fred Facility

TITLE: Fred Facility

DATE: 07/27/2015

E-MAIL THIS FORM: This form may be submitted to CDB electronically for review. Attach a completed form to an e-mail addressed to the CDB Project Management and/or Roofing Team member. All CDB e-mail addresses are available on our website: www2.illinois.gov/cdb

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

DCM

3.11 Architectural

- D. Provide roofing design in compliance with CDB's Roofing Program Handbook.

A/E Close-Out

DCM Article 22

- **A/E Final Close-out Package (FCP)**
 - ❑ **Include letter releasing unused reimbursables with final pay request**
 - ❑ **Revise documents for “Record Construction Drawings,” and include changes via C/O or addenda, field changes, and any clarifications**
 - ❑ **Submit documents in electronic format**

State of Illinois
CAPITAL DEVELOPMENT BOARD

A-E FCP

Architect-Engineer Final Close-Out Package Checklist

Project No:

Contract No:

Architect-Engineer: (Name, Address)

PROJECT: (Name, Location, Using Agency)

- Submit A/E Final Invoice with back-up material to Project Technician
 - Written statement from A/E waiving their claim to unused reimbursables (N/A if Final Mod deleted them)
- Final Modification
 - Not Required
 - Processed (See attached)
- CORC Status Report Attached
 - No assessment required per CORC report
 - Assessed in Final Mod. (See attached)
 - Assessment waived (See attached memo)

A/E Performance Evaluations by:

- Project Manager Using Agency Contractors
- Record Documents have been received and approved by Construction Technician (verification required).
- Test and Balance Reports have been received and routed (if applicable).
- Hazardous Material Report has been received and routed (when applicable).
 - APM report to Central Files (on CD, for all asbestos abatement projects)
 - ASB Inspection/Management Plan to technician. _____ (initials required)
 - Supplemental Asbestos Sampling Report (for any sampling done whether results were positive or negative) Received by Facility Inventory Programmer _____ and Asbestos Project Technician _____
- (UST ONLY) A/E letter stating site is acceptable or I.E.P.A. letter stating "no further action required". (Attached)
- Memo of de-obligation, cancellation or transfer of any monies left in Project has been sent to Accounting
- PSR Update form changing Status code to XP attached

Project Manager: Name: _____

Date: _____

Signature: _____

Regional Manager: _____

Date: _____

- Accounting (Routing)

DCM

8. PDF Version: In addition to the DWG version noted above, provide a single PDF file containing all the drawings in the same order as the drawing index and set up to open the drawings in the proper orientation.
 9. Project Manual: Submit entire project manual, cover to cover, including all addenda, in a single PDF file.
 10. CDB will reject the submittal if it does not conform to all drawing requirements. See checklist in Appendix 2.
- C. 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. Use additional pages if all seals do not fit on one form.
- D. A/E 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.
- E. For asbestos abatement projects and projects that included asbestos abatement, the A/E 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) and 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.
- 22.3 **Final Payment.** In addition to the construction related requirements in this section, A/E's final payment is dependent upon final resolution of any fee adjustments required by the agreement. A/E is encouraged to resolve such issues early to expedite the final pay request.
- A. If a final modification is required to adjust basic fee or reimbursables (discuss with PM), A/E will cooperate with CDB, provide required backup, and sign and return modification promptly.
 - B. If some reimbursable line items remain unused, and a modification is not required to close out those line items (see PM), A/E will provide CDB with a letter summarizing used and unused reimbursables and releasing any claim to the unused reimbursables.

**State of Illinois
CAPITAL DEVELOPMENT BOARD**

**CPE
CONTRACTOR PERFORMANCE EVALUATION**

CDB Project # _____

Firm Evaluated: _____

Project: _____

Address: _____

Location: _____

Prepared by: _____

Contract # _____

Title: _____

Total Contract Amt: _____

Affiliation: Contractor User CDB A/E

Date of Evaluation _____

Evaluation Interim Retention Reduction Substantial Final

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

PART I – PERFORMANCE

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

PART II - PROCESSING (CDB USE ONLY)

CDB PROJECT MANAGER: _____ CDB REGIONAL MANAGER: _____ DISTRIBUTION BY: _____ DISTRIBUTION: Contractor <input type="checkbox"/> Responsibility File <input type="checkbox"/>	DATE: _____ DATE: _____ DATE: _____
---	---

OVER

**State of Illinois
CAPITAL DEVELOPMENT BOARD**

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

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

PART I - PERFORMANCE

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

PART II - PROCESSING (CDB USE ONLY)

CDB PROJECT MANAGER _____	DATE: _____
REVIEWED/REGIONAL MANAGER _____	DATE: _____
DISTRIBUTION BY: _____	DATE: _____
DISTRIBUTION: A/E <input type="checkbox"/> A/E Responsibility File <input type="checkbox"/>	

December 2005

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

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

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

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

E-MAIL THIS FORM:

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

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

Policy for Bid Set & Record Drawing Electronic Submittals

Revised July 2017

In an effort to improve efficiency and more easily share information, the Capital Development Board began requiring copies of bid documents in an electronic format, as of July 1, 2001.

Specifically, CDB requires at bid:

- One, 100% complete, set of "Issued for Bid" drawings on CD(AutoCAD format)
- One set of drawings in a single PDF file on CD
- One PDF-formatted copy of the Project Manual cover-to-cover, including all addenda, on compact disk

At project close-out:

- One, 100% complete, set of "Project Record" drawings on CD(AutoCAD format)
- One set of drawings in a single PDF file on CD
- One PDF-formatted copy of the Project Manual cover-to-cover, including all addenda, on CD
- Printed record drawings may be required (as defined below)

These requirements apply to all contracts executed since April 2000:

1. Only the "Issued for Bid" drawings will be allowed on the "Issued for Bid" drawings CD. Only the "Project Record" drawings will be allowed on the "Project Record" drawings CD.
2. Use *"pack-n-go"* or *"eTransmit"* utility to organize files in the root directory of the CD.
3. If you are using the CAD product *MicroStation* or any other CAD program, then you must convert the software support files and drawings to **AutoCAD format**. Please ensure that all project drawings and support files convert fully and are 100% complete and organized **in the CD Root Directory** as described below.
4. CD file structure: Drawing files must be listed before the support files and must appear in the same order as the drawing index. All support files must appear after the drawing files. Support file order may be random. Be sure to include all necessary support files such as Xref, fonts, and image files. Do not put files in folders. All files must be in the root directory.
5. Drawing files may be renamed to ensure that they appear in the correct order. This can be done by adding numerical prefixes to the drawing names and adding the discipline with a number, as shown below. PLEASE NOTE: DO NOT BEGIN A FILE NAME WITH AN UNDERSCORE.

File naming examples:	<u>A/E's drawing name</u>	<u>Rename to</u>
	"G-1.dwg"	001_G1-0.dwg
	"C-1.dwg"	002_C1-0.dwg
	"A-1.dwg"	003_A1-0.dwg

6. CAD Viewer: We strongly recommend you utilize a viewer to preview drawings prior to submittal to ensure view ability.
7. Electronic seals (with expiration date) are required on all of the drawings on the "Issued for Bid" drawings CD and the "Project Record" drawings CD. Additionally, the "Date Signed" and "Signature" is required with the Seal on the Project Manual cover. PLEASE NOTE: DO NOT INCLUDE ELECTRONIC SIGNATURES ON DRAWINGS. The Record Drawing Certification Form with the respective Architect's and/or Engineer's seal and original signature is required to accompany the Record Drawings CD. **A copy of the Record Drawing Certification Form is located on the previous page. Any printed bid or record documents will continue to require the seal and signature of the respective licensed Architect and/or Engineer.**
8. Printed final record drawings will remain a requirement for our using agencies only if contracted. CDB will not require printed final record drawings for its own use unless otherwise directed by the project manager.
9. Send CDs, and Signature Page if applicable, to your CDB Project Manager for distribution within CDB.
10. Please see attached checklist. CDB has provided this checklist to assist you in making sure you have prepared your Bid set and Final Record document submittals correctly.

Electronic Bid/Record Checklist



CDB Project Number: _____ Project Manager: _____
 Project Description: _____ Bldg. Inventory #: _____

 Architect/Engineer: _____ Phone Number: _____
 Contact Person: _____ Email: _____

Note to A/E: All boxes below should be checked "yes". Any boxes checked "no" must have a corresponding comment in the comment section on the next page.

This submittal is for: Bid Documents Record Documents

Item	Yes	No	Requirement for All Submittals
1.	<input type="checkbox"/>	<input type="checkbox"/>	Each drawing shall be sealed by the Professional responsible for preparing the drawing including Date Signed and Expiration Date.
2.	<input type="checkbox"/>	<input type="checkbox"/>	The drawing coversheet and the project manual cover shall have a Professional seal for each discipline including Date Signed and Expiration Date.
3.	<input type="checkbox"/>	<input type="checkbox"/>	Correct CDB project number appears on each drawing and cover of project manual.
4.	<input type="checkbox"/>	<input type="checkbox"/>	Drawing list has been updated to include new or revised drawings modified by addenda or change order.
5.	<input type="checkbox"/>	<input type="checkbox"/>	Addenda are included in the project manual.
6.	<input type="checkbox"/>	<input type="checkbox"/>	Drawing document date is the same as the project manual document date.
7.	<input type="checkbox"/>	<input type="checkbox"/>	There are no disclaimers, copyrights or conditional statements on the documents.
8.	<input type="checkbox"/>	<input type="checkbox"/>	CD is labeled with CDB project number, description and indicates "Bid" or "Record". Separate CD's are required for the bid and record submittals.
9.	<input type="checkbox"/>	<input type="checkbox"/>	All files are in the root directory of the CD, in the same order as the drawing index. Drawing files may be renamed such as 001_G1.dwg, 002_C1.dwg, etc. to facilitate sorting.
10.	<input type="checkbox"/>	<input type="checkbox"/>	AutoCAD drawings appear first on the disk and in the same order as the drawing index. Each drawing is a separate file.
11.	<input type="checkbox"/>	<input type="checkbox"/>	One PDF file containing all drawings, in order, is included in addition to the AutoCAD files.
12.	<input type="checkbox"/>	<input type="checkbox"/>	One PDF of the project manual, cover to cover, including all addenda is included.
13.	<input type="checkbox"/>	<input type="checkbox"/>	All required AutoCAD support files (xrefs, image files, fonts, etc.) are on the CD. Use the "Pack n Go" or "eTransmit" features of AutoCAD.
			Additional Requirements for Record Drawing Submittals
14.	<input type="checkbox"/>	<input type="checkbox"/>	CDB Building numbers are on the drawing cover sheet.
15.	<input type="checkbox"/>	<input type="checkbox"/>	The Record Drawing Certification Form is signed and sealed by EACH DISCIPLINE which signed and sealed the original bid documents and is included.
16.	<input type="checkbox"/>	<input type="checkbox"/>	There is a "Record Drawing" entry in the revision block of each drawing with the same date.

RECORD DRAWING CERTIFICATION FORM

CDB Project No.: _____

Project Phase: _____

Building Number: _____

Project Description: _____

Using Agency: _____

Project Location: _____

This date, ___20___ Firm: _____

Firm Registration Number: _____

the project Architect/Engineer, submits herewith record construction drawings of the above project in electronic format as listed below:

This certification shall constitute the Architect's and/or Engineer's original signature(s) on the record drawings in accordance with Illinois law. All parties signing the original drawings must sign and seal this form. Attach additional pages, if necessary.

Seal PRINTED NAME: _____

SIGNED: _____
AUTHORIZED SIGNATURE

Seal PRINTED NAME: _____

SIGNED: _____
AUTHORIZED SIGNATURE

General Information

1. The “document date” is an arbitrary date set by the A/E and is the date indicated in the title block of each drawing and on the cover of the project manual. It is the date the project hit the streets, or documents ready for bidding date. Once established, it cannot change.

2. If the professional who originally sealed the documents is no longer with the firm, the original seal shall be left in place on all sheets and a seal from one of the firm’s principals shall be added to the cover sheet only, with a statement of explanation similar to the following:

(Name of professional who left the firm), licensed architect/professional engineer/other professional, who as the designer of record originally signed and sealed these documents is no longer employed by *(name of firm)*, and I *(Principal in the firm)*, a principal of *(name of firm)*, am authorizing *(name of Professional)* currently employed by *(the firm)* to seal the Record Drawings in his/her stead.

3. The documents in the Bid submittal should be exact duplicates of what was issued for bid, even if mistakes are present.

4. The Bid documents should include all documents originally issued and complete addenda including attachments.

5. Substituted fonts are a common reason for rejection of submittals. This can easily be checked by loading each drawing in AutoCAD and pressing the “F2” key to see if any fonts were substituted.

Name	Date modified	Type
000_ProjectManual.pdf	2015 11:56 AM	Adobe Acrobat D..
00_Drawings.pdf	2015 12:22 PM	Adobe Acrobat D..
0_CertForm.pdf	2015 9:02 AM	Adobe Acrobat D..
001_G1-0.dwg	2015 2:48 PM	DWG TrueView Dr.
002_G2-0.dwg	2015 2:48 PM	DWG TrueView Dr.
003_C1-0.dwg	September 08, 2015 2:48:24 PM	w Dr.
004_C2-0.dwg	2016	w Dr.
005_C3-0.dwg	2015 2:48 PM	DWG TrueView Dr.
006_C4-0.dwg	2015 2:48 PM	DWG TrueView Dr.
007_C5-0.dwg	2015 2:48 PM	DWG TrueView Dr.
008_C6-0.dwg	2015 2:48 PM	DWG TrueView Dr.
009_C7-0.dwg	2015 2:48 PM	DWG TrueView Dr.
acad.fmp	1997 1:14 AM	DWG TrueView Fo
arial.ttf	2014 2:11 AM	TrueType font file
BASKVILL.TTF	9/29/2012 2:11 PM	TrueType font file
calibri.ttf	5/8/2015 2:08 PM	TrueType font file
E.shx	7/14/2015 12:52 PM	SHX File
FO.shx	7/14/2015 12:45 PM	SHX File
G.shx	7/14/2015 12:33 PM	SHX File
half circle.shx	7/16/2015 7:26 AM	SHX File
LOCATION MAP.JPG	5/18/2015 11:34 AM	JPG File
ltypeshp.shx	7/6/2005 1:52 PM	SHX File
monos.ttf	11/30/1995 6:08 AM	TrueType font file
monosb.ttf	11/30/1995 6:08 AM	TrueType font file
Report File.txt	9/8/2015 2:46 PM	Text Document
romand.shx	11/21/1998 6:38 PM	SHX File
simplex.shx	10/13/2004 1:49 AM	SHX File
T.shx	7/14/2015 1:06 PM	SHX File
txt.shx	3/18/2000 12:53 AM	SHX File
W.shx	7/14/2015 11:52 AM	SHX File
X.shx	7/14/2015 1:12 PM	SHX File

Certification Form
in PDF format,
Record set only

Note the use
of 000_,
00_, and
0_ to control
the file order



Sample Drawing Submission Rejection Notification

CDB Project Number:	_____	Project Manager:	_____
Project Description:	_____	Bldg. Inventory #:	_____
Architect/Engineer:	_____	Phone Number:	_____
Contact Person:	_____	Contact Email:	_____

This submittal is for: Bid Documents Record Documents

- 1. Disc must be labeled with CDB Project Name, Project Number, Project phase and CDB Bldg. Inv. No. (Bid & Record Drawings)
- 2. All files must be on one disc – DWG Files, PDF Versions of the Drawings, Project Manual, Cert Form and all support files.
- 3. All files must appear in root directory, in the correct order. Ex: 000_ProjectManual.pdf, 00_Drawings.pdf, 0_CertForm.pdf. No folders. Should not include, eTransmit .txt files. If included, they must appear below the AutoCAD drawings in the CD's listing.
- 4. Must have one complete PDF file of the Project Manual, cover-to-cover, including any/all addenda (Bid only, Sec 00 91 00).
- 5. Must have one complete PDF file containing all drawings, in drawing index order, in addition to the AutoCAD drawing files.
- 6. Disc must include electronic drawings and must be in AutoCAD's DWG format.
- 7. Documents must be properly named or numbered per Design Construction Manual (Article 9). Ex: 001_G1-0, 002_E1-0, 003_F1...
- 8. Correct CDB Project Number must appear on each drawing and the cover of the Project Manual.
- 9. CDB Building Inventory Number(s) for each building affected by the project must appear on the first sheet of the drawings and the cover of the Project Manual.
- 10. Each appropriate design professional must seal/sign/date the Project Manual cover and seal each sheet of the drawings.
- 11. Missing License Expiration date on Project Manual and/or Drawings.
- 12. Missing, illegible, or irreproducible electronic A/E seals.
- 13. Dates of addenda and other changes have been properly recorded in the Project Manual.
- 14. ALL required support files (Xrefs, Image files, Fonts, etc.) must be in the root directory on the disc. You may use "eTransmit" to extract all of the files from folders and place in the root directory. Recommended: Use free Version of DWG TrueView from AutoDesk on a machine that does not have AutoCAD installed. Open Drawing and press "F2".
- 15. Document Date (Bid Date) must be the same on each drawing (Right Hand Side) and match the Project Manual Document Date.
- 16. Missing Date Signed on Project Manual and/or Drawings (right side of the Title Block).
- 17. Drawing list must be updated to include addenda (for Bid) and new and/or revised sheets (e.g. change orders for Rec. dwgs).
- 18. The following note must appear on all drawing sheets: "NOTE: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND BE FULLY RESPONSIBLE FOR SAME" (preferably on the lower left on top of the title block).
- 19. Disclaimers, Copyrights, and conditional statements are not allowed.
- 20. The words "Record Drawings" and the same Record Drawing date must appear in the Revisions section, on each drawing.
- 21. Must have PDF Record Drawing Cert form (0_CertForm.pdf) on disc- signed/sealed by EACH DISCIPLINE which signed/sealed the original bid docs. The Cert Form included with Record Drawings only.
- 22. Please review the A/E Electronic Submittal Form and Checklist from our Architect/Engineer services section on our website.

Comments:

- Comments Here.

Space for A/E Comments

Item	Comment

Space for CDB Comments Only

Submittal is Approved

Submittal is Rejected

Item	Comment

Nine Month Inspection

DCM Article 23

23.1 CDB shall notify the A/E who shall make arrangements with the Using Agency for an inspection of the contracted work nine months after substantial completion of the project. The A/E shall exercise care and judgment to determine corrective action to be taken under warranties or guarantees as opposed to abuse, misuse, normal wear and tear or lack of proper maintenance. The A/E shall provide a written report of the inspection to CDB and the using agency within seven calendar days. CDB will notify the contractor(s) of any required corrective action noted in the report.

SDC Part of A/E Professional Services Agreement



State of Illinois



Standard Documents For Construction

- 00 72 25 - CDB - Rights and Responsibilities
- 00 72 35 – A/E - Rights and Responsibilities
- 00 72 40 - Contractor - Rights and Responsibilities

00 72 00 GENERAL CONDITIONS**00 72 05 RELATIONSHIP TO PROJECT MANUAL.**

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

00 72 10 TIME

- .1 **Time is of the Essence.** The Contractor, recognizing that time is of the essence, shall perform the work in such manner and with such sufficient equipment and forces to complete the work by the date specified in the contract documents.
- .2 **Cost of A/E Services.** The Contractor shall reimburse CDB for all additional costs of A/E services resulting from Contractor's failure to satisfactorily complete the work within the contract time.
- .3 **Excusable Delays.** Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or of its subcontractors or suppliers. This includes but is not restricted to the following:
 - A. Acts of God.
 - B. Acts of CDB or the A/E.
 - C. Acts of other contractors in the performance of a contract with CDB, except when such other contracts are assigned to the Contractor.
 - D. Fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather or other perils causing damage to the project.
- .4 **Written Requests.** Request for an extension of time will not be considered unless made in writing to the A/E within thirty (30) calendar days after the cause of delay. Only one request is necessary in the case of a continuing cause of delay. Extensions of the contract time may be made by CDB during performance of the work. The grant of an extension of time to the Contractor shall not impair or prejudice the rights of CDB hereunder.
- .5 **Approval Authority.** Changes in contract time are subject to approval at or above the CDB Construction Administrator level.
- .6 **No Compensation for Delay.** The Contractor shall not be entitled to payment or compensation of any kind from CDB for any alleged damages, costs or expenses whatsoever. This includes but is not limited to costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. The Contractor shall not be entitled to recover from CDB and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the work or any portion thereof, the extension of contract time granted herein being the Contractor's sole and exclusive remedy.

00 72 15 CONTRACT DOCUMENTS

- .1 **Construction Documents.** The Contractor shall not perform any work without documents bearing Architect/Engineer's signed and dated "Issued for Construction" stamp. Each Contractor will receive construction documents in a quantity as determined by CDB up to a maximum of six sets. The Contractor may purchase additional sets for a charge to cover reproduction and handling.
- .2 **Contract Requirements.** The contract documents are complementary and what is required by any one shall be binding as if required by all. Specifications shall generally govern quality of materials and workmanship. Drawings shall generally govern dimensions, details and location of the work. It is not intended to mention every item of work in the project manual which can be adequately shown on the drawings nor to show on the drawings all items of work

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described or required by the project manual. When an item appears in either the project manual or the drawings, but not both, it shall not be considered to be an ambiguity or in consistency. In the event that an item in the project manual is inconsistent with the same item in drawings, the contractor shall provide whichever is the more stringent or the most favorable to the State, as determined by CDB. If it is not possible to make the determination, the project manual shall control over the drawings.

- .3 **Interpretations and Clarification.** All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the A/E, who will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of CDB.

00 72 20 ASSIGNMENT OF CDB CONTRACTS

- .1 **Separate Contracts.** CDB will award separate prime contracts as specified in Section 01 11 00 of the project manual. CDB may designate one contractor, usually the contractor with the majority of the work, as the Coordinating Contractor for the project. Other contracts may be assigned to the Coordinating Contractor as defined herein.
- .2 **Compensation.** All contractors agree to be bound by the provisions of this Article. All costs and expenses incurred as a result of assignment are included in the base bid.
- .3 **CDB Retained Rights.** CDB retains the right to make payments directly to the assigned contractors, execute changes in the work of the assigned contractors and enforce CDB's rights and responsibilities as contained herein.
- .4 **Coordinating Contractor Liability.** Except as specified in the contract documents, the Coordinating Contractor has no obligations or liability for the assigned contractor's contracts or for the assigned contractor's obligations for the payment of labor and materials in connection with the performance of their contracts.
- .5 **Coordinating Contractor Responsibilities.**
 - A. **General.** Unless specifically stated in Paragraph 00 72 20.5.D, the Coordinating Contractor's responsibilities relate solely to scheduling and coordination of the assigned contractors. Additional duties may be stated in Division 1 of the project manual. The Coordinating Contractor shall administer the entire project by directing, coordinating, scheduling and expediting the assigned contractors' work. The Coordinating Contractor's superintendent shall direct the operations of all assigned contractors. The assigned contractors shall supervise their work in accordance with the instructions of the Coordinating Contractor, subject to the terms of the contract. Administration by the Coordinating Contractor shall not relieve the assigned contractors from their duty to perform, supervise and direct their own work.
 - B. **Designated Coordinating Contractor.** On projects with only a single contractor, that Contractor shall perform the duties of the Coordinating Contractor as specified herein. On projects with multi-prime contractors and CDB does not designate a Coordinating Contractor, each contractor shall perform the duties of the Coordinating Contractor as it applies to its work as specified herein.
 - C. **Default.** The Coordinating Contractor agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract in the event of default by any assigned contractor. If the Coordinating Contractor fails to act in this case, all expenses incurred by CDB because of the Coordinating Contractor's failure to properly act shall be at the loss, cost and expense of the Coordinating Contractor and its surety. This provision shall not limit the Coordinating Contractor's legal rights against third parties.

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D. **Duties of the Coordinating Contractor.** The Coordinating Contractor shall:

- 1) **Coordination.** Develop and provide a project schedule and other appropriate procedures and methods to ensure that the assigned contractors function harmoniously in accordance with the plans and specifications and meet CDB's objectives for cost, time and quality.
- 2) **Communication.** Maintain project lines of authority and communication; conduct coordination meetings. Refer to Article [01 31 24](#).
- 3) **Schedules.** Develop, maintain, and enforce the project schedule and the orderly performance of the work within the contract time. Report changed conditions to CDB. Verify that each contractor's labor force, product deliveries, and construction equipment are available and adequate for maintaining the project schedule. Report conditions which will adversely affect the schedule to CDB with recommendations for corrective action. Refer to Article [01 32 00](#).
- 4) **Submittals.** Coordinate processing of shop drawings, product data, samples, project record documents, and other specified submittals by assigned contractors.
- 5) **Interpretations.** Consult with A/E to obtain interpretations of the plans and specifications. Assist in resolution of questions which may arise. Transmit written interpretations to concerned parties.
- 6) **Use of Site.** Allocate use and location of temporary offices and storage areas. Verify that adequate temporary utilities are provided and maintained. Administer traffic and parking controls.
- 7) **Pay Meetings.** Review assigned contractor's application for payment as it relates to the project schedule, including contractor's affidavit and sworn statement ("CASS"), and requests for payment for stored materials. The Coordinating Contractor shall recommend approval of the assigned contractor's payment request or inform, in writing, the assigned contractor, as well as CDB and the A/E, the reasons why the pay requests should be modified or payment withheld.
- 8) **Change Orders.** Review assigned contractor's proposals for change as it affects the schedule and coordination of the project, process the proposals and make recommendations to the A/E. Distribute copies to all contractors whose work will be affected. For such services the Coordinating Contractor may be allowed a fee not to exceed 2.5% of any adjustment to the assigned contractor's contract if coordination duties are performed in a proper and timely manner.
- 9) **Inspections.** Schedule, give notice, and participate in the inspection, substantial completion, and final acceptance of the work of all contractors.
- 10) **Cleaning.** Coordinate the specified construction cleaning and final cleaning. Refer to Articles [01 74 13](#) and [01 74 23](#).
- 11) **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.
- 12) **Project Completion** - Assemble project record documents (as-built) and other project closeout materials from assigned contractors and deliver to A/E. Refer to Article [01 78 39](#).
- 13) **Substantial Completion** - Upon assigned contractor's notice of substantial completion of work or a portion thereof, coordinate correction and completion of work.
- 14) **Final Completion** - Upon assigned contractor's notice that work is complete, submit written notice to A/E and CDB that work is ready for final inspection. Secure and transmit to A/E specified closeout submittals.

- 15) **Site Security.** Provide and maintain site security, including entry control of unauthorized persons and protection of the work, materials and construction equipment. Refer to Articles [01 35 53](#) and [01 35 54](#).
- 16) **Access Roads.** Provide and maintain vehicular access to and within the site to provide uninterrupted access to work. Provide and maintain traffic control. Refer to Article [01 55 00](#).
- 17) **Temporary Environmental Controls.** Provide and maintain temporary environmental controls until substantial completion. Refer to Article [01 57 19](#).
- 18) **Field Offices.** Provide and maintain field office for CDB, A/E, and the Coordinating Contractor. Refer to Article [01 52 00](#).

.6 Assigned Contractors' Responsibilities.

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

00 72 25 CDB - RIGHTS AND RESPONSIBILITIES

.1 Authorized Representatives of CDB.

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

.2 Right to Reject or Stop the Work.

- A. CDB may reject work which does not conform to the contract documents. CDB may order the Contractor to stop work, or any portion thereof, until the cause for such order has been eliminated if the Contractor fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract.
- B. CDB may order the Contractor(s) to stop work due to emergencies. Contractors shall immediately cease work until the emergency no longer exists.

.3 Right to Carry Out the Work.

- A. CDB may make good such deficiencies after giving written notice to the Contractor and its surety if the Contractor neglects or fails to carry out the work in accordance with the contract or fails to perform any portion of the contract. This shall be without prejudice to any other remedy CDB may have. Within 21 calendar days of the notice, CDB and the surety will jointly select a contractor to perform the work. Should CDB and the surety be unable to agree on a contractor, then CDB may select a contractor. CDB may deduct from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, but not limited to, the cost of additional Architect/Engineering services made necessary by such neglect or failure. The Contractor and its surety shall be liable in such amount to CDB if the payments then or thereafter due the Contractor are not sufficient to cover such amount. Refer to Paragraph 01 29 76.10), [Payment Set Off](#). Contractor and its surety shall remit such amount to CDB within 30 days.
- B. In case of emergencies (as determined by CDB) involving public health or public safety or to protect against further loss or damage to state property or to prevent or minimize serious disruption of state services or to insure the integrity of state records, CDB may cause such work to be performed without prior notice to the Contractor or its surety.

.4 Right to Terminate the Contract.

- A. CDB may terminate the Contractor's right to proceed with the work if the Contractor fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract documents.
- B. In such case, CDB will give the Contractor and its surety written notice of intention to terminate and the reason therefore, and, unless within ten calendar days the delay or violation shall cease or satisfactory arrangement of correction made, CDB may issue a written termination notice to the Contractor and its surety.
- C. The Contractor shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which CDB has paid, wherever stored, without the written consent of CDB. Any 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 Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which CDB has paid the Contractor but which are stored elsewhere, and finish the work as CDB may deem expedient by contract publicly advertised or otherwise. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If CDB's expenses in completing the work exceed the unpaid balance of the contract sum, the Contractor and/or the surety shall pay the difference to CDB.

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

- A. The contract may be terminated whenever CDB determines that such termination is in the best interest of the state of Illinois or the Using Agency. CDB will give the Contractor ten calendar days written notice of its intention to terminate the contract.
- B. Upon receipt of such notice, the Contractor shall stop all work on the contract except for work CDB directs in writing to be completed. The Contractor will be paid for all work completed under the contract. The Contractor will receive a percentage of the contract sum equal to the percentage of work completed on the project prior to termination of the contract in the event CDB and the Contractor cannot agree to the amount of payment due the Contractor.

.6 Termination for Funding.

- A. CDB's obligations hereunder shall cease immediately, without further payment being required, in any year for which the General Assembly of the state of Illinois or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation.
- B. CDB shall give Contractor notice of such termination for funding as soon as practicable after CDB becomes aware of the failure of funding.

.7 Right to Suspend the Contract. CDB may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such a period of time as the owner may determine, not to exceed 90 days.

- A. The contract time will be adjusted for increases in time caused by the suspension, delay or interruption as described in Article [00 72 10](#).
- B. CDB may decide to terminate the contract under subparagraph [00 72 25.4](#) above at any time during the period of suspension, ~~delay~~ or interruption.

.8 Right to Order Acceleration. CDB may require the Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the Contractor fails to execute the work in accordance with the project schedule.**.9 Use and Possession Prior to Completion.** CDB shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.**.10 Right to Exclude Persons from Job Site.** CDB shall have the right to exclude any person from the job site and deny that person future access to the job site when CDB determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a subcontractor, CDB may instruct the Contractor to exclude such person and the Contractor shall comply.**00 72 35 ARCHITECT-ENGINEER****.1 Duties Responsibility and Authority.** The A/E employed by CDB has prepared the project manual and drawings for the project. When authorized to act on behalf of CDB, the duties, responsibility and authority of the Architect/Engineer are set forth herein and in the A/E manual. Nothing contained herein shall create any contractual relationship between the Architect/Engineer and the Contractor or any subcontractor, sub-subcontractor, or supplier.

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- .2 **General.** The A/E shall consult with and advise CDB and act as CDB's representative as provided in these Standard Documents for Construction. CDB's instructions to the Contractors may be issued through the A/E who shall have authority to act on behalf of CDB in dealings with the Contractors to the extent provided in the Standard Documents for Construction.
- .3 **Submittals.** The A/E will review and monitor all required Contractor submittals for conformance with the contract documents. Excessive resubmittals may result in the Contractor being charged for the cost of additional reviews.
- .4 **Contractors' Payments.** The A/E will review and certify Contractors' applications for payment; schedule, attend and assist in pay meetings; maintain records of payments, contract balances, and all proposed and approved changes thereto. Review, reconcile and maintain files for the Contractor's waivers of liens and contractors affidavit and sworn statements (CASS form).
- .5 **Interpretations.** The A/E will provide, when requested, interpretation of contract documents; prepare and distribute supplementary drawings, specifications and instructions.
- .6 **Change Orders.** The A/E will prepare requests for proposals for contract changes; evaluate Contractors' proposals; review and verify the cost of the change and recommend action.
- .7 **Observation of the Work.** The A/E will observe the progress and quality of the work as is reasonably necessary to determine in general that it is proceeding in accordance with the contract documents. The A/E shall monitor and verify conformance of materials, finishes and workmanship to the quality standards established in the contract documents. The A/E shall notify CDB immediately if the work does not conform to the contract documents, requires special inspection or testing or has been disapproved or rejected.
- .8 **Tests.** The A/E will witness tests, review and evaluate test reports and notify CDB and the Contractor of deficiencies.
- .9 **Defective Work.** On the basis of tests and observations, the A/E may disapprove of, or reject Contractor's work while it is in progress if the A/E believes that such work will not produce a completed project that conforms to the contract documents.
- .10 **Performance Testing, Start-up, and Training.** The A/E will observe and assist in the refining and adjustment of any equipment or system. The A/E will ensure that all training required by the contract documents is provided and will attend and assist in all training of the Using Agency's personnel.
- .11 **Closeout.** The A/E shall certify that to the best of their knowledge, the reviewed work conforms to the requirements of the contract documents; conduct substantial completion and final completion inspections; and expedite and coordinate substantial completion, final acceptance, Contractors' submittals, final payment, and facility turnover in accordance with CDB's procedures.
- .12 **Records.** The A/E will maintain records, including correspondence, submittals, schedules, payment requests, addresses of Contractors, subcontractors and major suppliers.
- .13 **Record Drawings.** The A/E will observe the Contractors' record drawings (as-builts) at intervals appropriate to the construction and notify CDB and the Contractor of any apparent failure to maintain up-to-date records. The Contractor shall prepare and submit revised contract documents as record drawings to show all changes reported to the Architect/Engineer by the Contractor and all change orders and addenda made during construction, including the location of all concealed systems installed during construction.
- .14 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures; or supervision or for safety precautions and programs in connection with the project or work thereon. Nothing hereunder shall relieve the Contractor from his responsibility to carry out the work in accordance with the contract documents.

- .15 **On-Site Representative.** When included in its agreement, the A/E will provide one or more on-site representatives to expedite interpretations and clarify the contract documents, record project activity and conditions, and any other duties assigned by CDB.
- .16 **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.
- .17 **Claims and Disputes.** The A/E will review the claim or dispute including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the A/E will observe, measure and verify costs incurred that are related to the dispute and will provide a written response, interpretation, and recommendation for resolution to the claimant and CDB. CDB reserves the right to require the Contractor to satisfactorily document any claim.
- .18 **Nine Month Inspection.** The A/E will assist CDB and the Using Agency with an inspection of the project work nine months after substantial completion. The A/E will prepare a report of all observed defective material, equipment, and workmanship which require corrective work under the guarantees.
- .19 **Miscellaneous.** Other responsibilities and authority of the A/E are set forth throughout the contract documents.

00 72 40 CONTRACTOR - RIGHTS AND RESPONSIBILITIES

- .1 **Review of Contract Documents.** The Contractor shall carefully study and compare the contract documents, including all addenda, and shall promptly report to the A/E all errors, inconsistencies or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the contract which the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the A/E before the work is performed. If after the discovery of such conflict, the Contractor fails to promptly notify the A/E, the Contractor shall upon written direction remove all such work or portion thereof so conflicting, and rebuild it as directed at no additional cost to CDB.
- .2 **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the A/E as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.
- .3 **Changed Conditions.** Should the Contractor encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Contractor shall give written notice to the A/E before any such condition is disturbed. No claim of the Contractor under this provision will be allowed unless the Contractor has given the required notice. The A/E will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the contract documents as may be necessary. The contract sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the Contractor's cost or time of performance.
- .4 **Laying out the Work.** The Contractor shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements, for all the work under the contract.
- .5 **Supervision of the Work.** Using its best skill and judgment, the Contractor shall supervise the work. The Contractor shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its contract.

- .6 **Adequate Staff.** The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract.
- .7 **Superintendent.** The Contractor shall employ a competent superintendent, satisfactory to CDB, who shall be in attendance at the site throughout the active performance of the work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the Contractor with regard to manpower schedule, coordination and cooperation.
- A. The Contractor shall submit the resume of the proposed superintendent to the Project Manager for review and approval prior to assigning the superintendent to the project.
- B. A letter of authority shall be furnished by the Contractor to the Project Manager designating the level of authority of the superintendent and any others who may conduct business for the Contractor.
- C. The superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity.
- D. The Contractor shall not change the superintendent unless it has given CDB a written request for change fifteen calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible, and CDB has given authorization to do so.
- E. In the event the superintendent fails to perform his duties under the contract requirements, CDB may, in writing, require the Contractor to remove the superintendent from the project. The Contractor shall provide a competent replacement.
- .8 **State Approved Workers.** When a project involves response action work as defined in the Response Action Contractor Indemnification Act, the response action contractor shall have the properly trained personnel approved by the State of Illinois on the site at all times during the performance of the response action work.
- .9 **Responsibility for Damages.** The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to CDB or the Using Agency including but not limited to costs of suit, property damage, attorney fees, labor or costs of labor, caused by its performance of the contract.
- .10 **Work of Other Contractors.** CDB reserves the right to execute other contracts in connection with the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with theirs. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by CDB.
- .11 **Claims and Disputes.** Each Contractor shall promptly notify the A/E in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the A/E while in progress. Failure to notify the A/E in such instances may result in rejection of any claim with CDB.
- .12 **Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the Contractor, within thirty (30) calendar days of such occurrence, furnishes a written notice to the A/E setting forth the general nature and estimated monetary extent of such claim.
- .13 **Miscellaneous.** Other rights and responsibilities of the Contractor are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the Contractor to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

00 72 45 INDEMNIFICATION

- .1 **Duty to Indemnify.** The Contractor shall defend, indemnify, keep and save harmless the state of Illinois, CDB, the Using Agency, the A/E and their respective board members, representatives, agents and employees in both individual and official capacities against all suits, claims, damages, losses and expenses including attorney's fees caused by, growing out of or incidental to the performance of the work under the contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes, but is not limited to, the protection of adjacent landowners (765 ILCS 140/1 et. seq.). In the event of any such injury (including death), loss, damage or claims therefore, the Contractor shall give prompt notice to CDB. Assigned contractors shall include the Coordinating Contractor as a party to whom indemnification is due under the contract.
- .2 **Effect of Statutory Limitations.** In the event of any claim against the state of Illinois, CDB, the Using Agency or against any of their officials or employees in either their personal or official capacities made by any direct or indirect employee or agent of the Contractor or of any subcontractor, the Contractor's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.
- .3 **Architect/Engineer's Liability.** The Contractor shall not be liable for the negligent acts or omissions of the Architect/Engineer or its agents or employees.

00 72 50 CONTRACTOR SUSPENSION

- .1 **Performance.** In addition to the Article on CDB's Rights and Responsibilities, CDB may periodically evaluate the performance and responsibility of the Contractor and may suspend or otherwise modify the Contractor's prequalification in accordance with CDB Rules (44 Ill. Adm. Code 950). This may occur at any time prior to or after submission of the bid. Suspension or modification of prequalification may include termination of contracts in progress or bid rejection.
- .2 **Basis of Suspension.** Suspension or modification of the Contractor's prequalification may be imposed for any reason stated in CDB Rules, including but not limited to the Contractor's failure to promptly and satisfactorily:
 - A. Correct defective or non-conforming work.
 - B. Complete punch list work.
 - C. Repair or replace defective or non-conforming work.
 - D. Complete the work within the specified contract time.

Last Updated: January 2023

Supplement to DCM

The Design and Construction Manual is hereby changed. The following articles are added or replace those in the 2006 and 2009 editions. All other articles remain applicable.

Article 2 CODES AND STATUTORY REQUIREMENTS

2.2 Building Codes.

- A. All projects shall be designed in accordance with the following codes:
1. National Fire Protection Association (NFPA) 101, Life Safety Code: Consult the State Fire Marshal's office for the adopted edition.
 2. Illinois Energy Conservation Code and the Federal Energy Policy Act: Consult CDB's website for additional information.
 3. Illinois Plumbing Code: Consult the Illinois Department of Public Health for the most current version.
 4. The Illinois Accessibility Code and the 2010 Americans with Disabilities Standards for Accessible Design (2010 ADA Standards) whichever is most stringent.
 5. All projects outside the City of Chicago shall be designed in compliance with the International Building Code, current edition or most recent preceding 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)). The A/E shall document any additional building code requirements required by the local authority that are more stringent than the IBC and confer with CDB on which requirement to follow. Projects within the City of Chicago shall be designed in compliance with the current edition of the Chicago Building Code.
- B. Approval by CDB is required for designs which deviate from required codes. In design documents, when "approval by local authority" or "authority having jurisdiction" is referenced, substitute CDB for the local authority.
- C. Bid documents shall be prepared in accordance with codes in effect at the start of program analysis. Codes shall be mutually agreed upon by CDB and the using agency in consultation with the A/E, and shall be identified in the program analysis submittal.
- D. The A/E shall provide code analysis as described in Appendix 2 with each review submittal. Code analysis shall be included on the bid documents and record document.

2.4 Special Statutory Requirements

- C. Major statutory requirements include:
9. Domestic Products Act

2.8 Illinois Works Apprenticeship Initiative. The goal of the Illinois Works 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.

- A. **Applicable Goal.** For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds. Only certain types of work performed by A/Es in specific counties is considered prevailing wage eligible. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.
- B. **Illinois Works Budget Supplement.** Submission of the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement shall be a post-award requirement and shall be provided to CDB with any insurance information. The Budget Supplement shall contain a complete and thorough estimate of all the labor hours 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, if applicable.
- C. **Reporting Requirements.** When the A/E will be performing prevailing wage eligible work either through its own staff or through consultants, the A/E 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.
- D. **Reduction or Waiver of Goal.** If, at any point during the project, the A/E determines that it may not meet the apprenticeship goal for any prevailing wage classification, the A/E shall submit a request for a reduction or waiver of that particular goal, indicating why the goal may not be met. The A/E shall include all documentation supporting the request.
- E. **Certification of Completion.** As part of its final close-out package, the A/E 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.

3.2 Green Building Requirements

- A. For all new construction, additions and major renovation projects (defined as 40% the replacement cost of the building or more), the project shall comply with the requirements in the Green Building Act. Projects that are 10,000 square feet and over, must either achieve a minimum of the United States Green Building Council's LEED Silver certification or an equivalent standard including, but not limited to, a two-globe rating from the Green Building Initiative. Projects less than 10,000 square feet should also be designed to meet these standards but certification will not be required.
- B. The A/E shall design all new construction, additions and major renovations to incorporate maximum LEED points within practical, scope and budgetary limits.
- C. Buildings that are not comfort conditioned shall be exempted from these standards.
- D. Waivers will be granted when an applicant can demonstrate to CDB that meeting the standards causes:
 - 1. An unreasonable financial burden, taking into account the operating and construction costs over the life of the building and the total cost of ownership of the building;
 - 2. An unreasonable impediment to construction;
 - 3. An impairment of the principal function of the building; or
 - 4. A compromise to the historic nature of the structure.
- E. For all CDB projects, when a green building certification is being sought, a LEED or other green building rating checklist shall be completed and submitted with all design submittal phases. For those projects where no certification is required, a LEED or other green building rating checklist shall be completed and submitted with the 100% design submittal. For any criterion on the checklist that do not apply to the project, "N/A" should be noted.

3.3 Division of the Work. As determined by CDB, projects may be designed as single or multiple prime. For multiple prime projects, the A/E shall divide the work into at least five distinct trade contracts as required by CDB and in accordance with the Illinois Procurement Code. They are:

- 1. General
- 2. Plumbing
- 3. Heating
- 4. Ventilation
- 5. Electrical

This division shall be clear, concise and comprehensive. All work must be explicitly assigned to a particular trade contract. 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.

- A. If the A/E estimate for an individual trade is less than \$100,000, that trade's work may be combined with another trade. The A/E shall discuss with and obtain concurrence from the CDB PM before combining trades in the bidding documents.
- B. Documents shall not reference a "mechanical contractor." Documents shall refer specifically to the individual Plumbing, Heating, Ventilating, or Sprinkler contractors.

- C. The required five trade contracts may be expanded as appropriate for the project. The A/E shall confer with the PM for the appropriate contract trade designations. Some examples of additional designations are:
1. General/Roofing
 2. General/Paving
 3. Asbestos Abatement
 4. Sprinkler
 5. Test and Balance
 6. Temperature Control/Building Automation
 7. Electrical/Communications
- D. Project Manual. The trade contracts and the work assigned to each shall be described in Paragraph 1.1 of each specification section (as illustrated in [Article 8](#)).
- E. Drawings. An appropriate letter identification (as described in [Article 9](#)) shall be used on the drawings to designate separate contracts within the project.
1. 'M' shall not be used as a drawing letter identification.
 2. If work of a trade other than that indicated by the drawing letter designation is depicted on a drawing, that work must be clearly noted and distinguished from the other work on the drawing.

3.10 Civil

- H. Geotechnical & Environmental Studies
1. Geotechnical Testing and Reports
 - a. For a new building, addition, or other project requiring excavation and removal of soil, the A/E and/or their geotechnical consultant shall investigate and present a report which considers the engineering implications of all available information and data. This shall include the review of available documents such as aerial photography; USDA/SCS reports; topographic, pedologic, bedrock surface, geologic and quaternary deposits maps; and other pertinent studies which have been completed for and near the project site. The report shall also document existing weather conditions when the samples are taken and special features of the area such as slope cuts, quarries, gravel pits, strip mines, springs, and caverns. The report shall include a separate section describing any treatments necessary to provide a stable platform for the construction. All soil and subgrade recommendations must be specific to certain locations, lengths, depths, and types of treatment that the designer can use to calculate plan quantities.
 - b. The locations and sampling frequencies for subgrade borings shall be at such intervals as to allow the identification of all soil types, the water table elevation, and bedrock that would impact the proposed project. In areas or sites where the building footprint will be located, minimum soil borings per the table below or as recommended by the A/E in coordination with their geotechnical consultant shall be provided. The A/E shall also provide an additional boring for each specialty feature such as elevator pits, deep basements, concentrated heavy loads, and locations where deep fill or irregular subsurface conditions have been discovered.

- c. Soil boring requirements and testing for roadway, civil structure, or parking lot design shall follow IDOT’s Geotechnical Manual or as recommended by the A/E in coordination with their geotechnical consultant. The A/E shall provide 1 additional boring per each major specialty feature such as storm water detention systems. The borings should, at a minimum, extend through the pavement through the sub-base to sound material.

BUILDING FOOTPRINT SIZE	MINIMUM BORING REQUIREMENTS
Less than 5,000 SF	Minimum 2 borings
5,000 SF to 20,000 SF	2 to 4 borings
20,000 SF to 40,000 SF	4 to 6 borings
40,000 to 60,000 SF	1 boring per 10,000 SF, plus 1 boring for each 400 LF of building perimeter
Over 60,000 SF	1 boring per 10,000 SF, plus 1 boring for each 500 LF of building perimeter
Specialty Feature	1 boring per specialty feature listed above
Test for Contamination	1 test per 10,000 SF building footprint per disturbed layer
References	Naval Facilities Engineering Command (NAVFAC) DM7.01, Chapter 2.

ROADWAY OR PARKING LOT	MINIMUM BORING REQUIREMENTS
Road, parking lot, or civil structure	Minimum 2 borings plus 1 per 10,000 SF of improvement
Specialty Feature	1 boring per specialty feature listed above
Test for Contamination	1 test per 10,000 SF of improvement per disturbed layer
References	IDOT Geotechnical Manual, Jan 1999, or latest edition.

- 2. Environmental Testing and Reports
 - a. For a new building, addition, or other project requiring excavation and removal of soil, the A/E and/or their geotechnical consultant shall investigate and present a report on previous use and owners of the site for the past 100 years as part of the PA/DD submittal package. This is also known as an IEPA Level 1 investigation. If a Level 1 investigation yields suspicion of contaminated material, then a Level 2 investigation is warranted and shall be performed to determine and delineate those soils which cannot be disposed of in a CCDD or standard landfill.
 - b. If hazardous chemicals or other contaminants are found such that soil would be required to be disposed of as a ‘special waste’ or a ‘hazardous waste’ during the soil boring process, sufficient borings and tests shall be made to delineate the area and depth of the ‘special waste’ or ‘hazardous waste’ soil with a minimum of one boring per 1500square feet or as recommended by the A/E.
 - c. The soil report shall include specific recommendations for use or disposal of soils, and clearly describe limitations on use or disposal of ‘special waste’ or ‘hazardous waste’ soil.

2. **Record Construction Drawings.** Prior to submitting the A/E's final payment request, the A/E shall submit to CDB revised contract documents labeled "Record Drawings," with a Record Drawing Date located in the Revisions section of the title block on all sheets. The Record Drawings shall 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. Document Requirements
1. A complete electronic set of "Record Drawing" drawings and specifications are required.
 2. See CDB's "Policy for Bid Set & Record Drawing Electronic Submittals Revised December 2011" located in the reference library on CDB's website (A/E Electronic Submittal Form) for submittal requirements. CDB's reference library can be found at www.illinois.gov/cdb/business/library
- B. The electronic submittal shall be accompanied by the Record Drawing Certification Form located in the CDB Reference Library under "A/E Electronic Submittal Form."
- C. The A/E will provide the CDB PM with one set of record drawings and support files on CD or by submitting a Zip file through the state's FTP site (<https://filet.illinois.gov/filet/pimupload.asp>) for CDB and one set of record drawings on CD for the Using Agency central office; black line print paper copy may also be required for the Using Agency. The A/E shall verify requirements with the CDB PM.
- D. For asbestos abatement projects and projects that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report. The report shall be submitted to the CDB PM on CD or by a file through the state's FTP site (<https://filet.illinois.gov/filet/pimupload.asp>) within 60 days of final clearance testing. The report format can be found in the Project Manual Workbook for Asbestos, Lead, UST and PCB (Appendix 5) and on the website. Supplemental Sampling Reports shall also be submitted on CD or through the state's FTP site for any sampling done as part of the project.

Appendix 1 STATUTORY REQUIREMENTS

9. Procurement of Domestic Products Act

1. The Procurement of Domestic Products Act, 30 ILCS 517/30, requires each purchasing agency making purchases of procured products to promote the purchase of and give preference to manufactured articles, materials, and supplies that have been manufactured in the United States.
2. "Manufactured in the United States" means, in the case of assembled articles, materials, or supplies, that design, final assembly, processing, packaging, testing, or other process that adds value, quality, or reliability occurs in the United States.
3. The Capital Development Board is exempt from the requirements of this Act with respect to a specific project if (i) the project is too complex to identify the numerous individual procured products required for the project or (ii) the procured products required for the project are too numerous or complex to be able to efficiently assess the sites where manufactured.
4. The A/E shall make the determination whether the project can meet the requirements of the Domestic Products Act or whether the exemption should apply. The A/E will then complete number 9 in Division 01 11 00 – Project Summary. If the A/E determines the promotion and preference for domestic products is applied to the project, Document 00 41 00 – Bid Form should include a choice for the bidder to request this preference. This determination will be submitted as part of the 100% design review submittal.

APPENDIX 2 CHECKLISTS (PADD, 50% / 75%)

CDB REVIEW CHECKLIST

Program Analysis (PA) Phase submittal
Design Development (DD) Phase submittal

Date
Project Number
CDB PM
A/E Representative

These checklists have been prepared to provide clarity and instruction to A/E's in the preparation of the PA/DD submittal(s). They are intended to clarify the requirements stipulated in CDB's Design and Construction Manual (DCM), and neither alter nor eliminate the requirements set forth in the DCM or in the Professional Services Agreement. CDB recognizes that unique challenges and solutions are inherent in each project. Therefore these requirements should be addressed by the A/E only as applicable to each project and scope of work. Submittals which combine the PA and DD phases should include all applicable requirements for each phase.

PA Submittal

- Narrative indicating the scope of work and a complete basis for the project design
Diagrams (i.e., floor plans, site plans, flow diagrams, etc.) to graphically supplement the narrative
Preliminary Code analysis (See template on following page)
Statement of compliance with Flood Plain Construction Policy
Proposed Project Cost Budget form
Cost estimate for each trade
Estimated construction schedule
LEED checklist (if applicable)

New buildings, additions

- Space itemization analysis
Function and size of space
Number and classification of occupants
Type and quantity of equipment
Required utilities
Special environmental and/or system requirements
Total area of program spaces
Report on historical uses of the site
Masonry wall dew point calculation

Remodeling projects

- Statement of the status of asbestos and other hazardous materials (see DCM 5.3.C.5)
If required, involvement of the Illinois Historic Preservation Agency has been acknowledged
Required general phasing of work has been identified

DD submittal

Budget

- Proposed Project Cost Budget form
Cost estimate for each trade and major work item

Project Manual

- Project Summary section 01 11 00 is complete
Outline specification for each major project component. A Table of Contents list is not acceptable.

Drawings

- Comprehensive Code Analysis (See template on following page)
Site Plan
Each building located
Existing CDB Building Numbers are indicated
Existing and finished contours
Ground floor elevations
Roads, walks, parking areas
Utilities
Other site construction
Limits of the contract
Floor Plans
All exterior elevations
Vertical building sections
Location and type of primary structural members
Fixed Equipment, including utility service req's.
Plumbing fixtures
Heating
Ventilating
Electrical
Areas requiring acoustical treatment are identified

Other Requirements

- Current project schedule (not necessarily contractual schedule)
Soil testing as required by DCM 3.09.H)
Seismic design criteria (DCM 3.11.D)
Life cycle cost analysis for each alternative energy system considered
Statement of compliance with Federal Energy Policy Act and ASHRAE 90.1 (DCM 2.2.B)
Model or rendering (if required)
Area analysis tabulation (PA comparison)
Illumination levels
LEED checklist (if applicable)
Other negotiated requirements

Code Analysis Template

The following information shall be included in the drawing set for each submittal, bid documents, issued for construction documents and record documents as it applies to the project, plus additional code critical information pertinent to the project. The format below is recommended, but other formats that clearly document code requirements may be provided.

Note that compliance with NFPA 101 Life Safety Code, 2015 Edition is required by the Office of the State Fire Marshal.

ITEM	CODE SUBJECT	MODEL CODE/ EDITION	CHAPTER/ SECTION/ TABLE	REQUIREMENT/ ALLOWABLE	ACTUAL
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PART 1 – BUILDING REQUIREMENTS

1.01	Occupancy classification				
	Occupancy category				
	Building occupancy				
1.02	Height/area limitations				
	Number of stories				
	Automatic sprinkler system increase				
	Height				
	Area per story				
1.03	Types of construction				
1.04	Required hours of fire resistance				
	Exterior bearing walls				
	Interior bearing walls				
	Floor construction				
	Structural frame				
	Roof construction				
	Walls between compartments				
1.05	Fire resistive requirements				
	Exterior wall fire resistance rating (separation distance)				
	Elevator hoistway				
1.06	Opening protectives				
	Door at 2 hour walls				
	Door at 1 hour fire partition corridor & storage walls				
	Door at exterior walls				

1.07	Incidental use areas				
	Boiler room				
	Storage > 100 S.F.				
	Flammable material storage				

PART 2 – EXIT REQUIREMENTS

2.01	Standpipes				
2.02	Fire alarm pull boxes				
2.04	Means of egress				
	Exit signs				
	Tactile exit signs				
2.05	Portable fire extinguishers				
2.06	Means of egress illumination				
	Illumination level				
	Emergency power source				
2.07	Exit Access Requirements				
	Min. number building exits				
	Maximum number occupants for single exit				
	Maximum occupant load for non-panic hardware				
	Min. exits per space				
	Maximum common path of egress travel distance				
	Maximum travel distance to an exit access				
	Egress through intervening spaces				
	Maximum dead end corridor length				
	Minimum corridor width				
	Exit door capacity				

PART 3 – ACCESSIBILITY (ILLINOIS ACCESSIBILITY CODE)

3.01	Exceptions/Waivers				
3.02	Parking requirements				

3.03	Van accessible parking				
3.04	Elevators				
	Basements				
	Mezzanines				
3.05	Areas of Rescue Assistance				
	Two-way communication				

PART 4 – STRUCTURAL REQUIREMENTS

4.01	Drawing documents				
	Roof & floor live loads				
	Ground snow load				
	Basic wind speed				
	Seismic design category				
	Seismic site class				
	Flood design data				
	Special purpose loads				
	Essential facility				
4.02	General design requirements				
	Strengths of materials				
	Special inspections				

PART 5 – CIVIL REQUIREMENTS

5.01	Storm Water Pollution Prevention Program				
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PART 6 – PLUMBING REQUIREMENTS

	Illinois Plumbing Code				
6.01	Fixture requirements				
	Water closets/urinals				
	Lavatories				
	Drinking fountains				

PART 7 – MECHANICAL REQUIREMENTS

7.01	Ventilation				
7.02	Equipment efficiency				

PART 8 – FIRE ALARM REQUIREMENTS

8.01	Manual fire alarm system				
	Manual FA boxes				
8.02	Automatic smoke detection				
	Smoke detectors				
	Smoke alarms				

8.03	Notification appliances				
	Audible alarms				
	Voice alarm systems				
	Visible alarms				

In addition to the code information required above, provide drawings showing the following requirements:

1. If building includes more than one occupancy type, identify occupancy of each space.
2. Rated wall, floor and roof assemblies in both plan and section. Indicate rating requirements.
3. Maximum allowable and actual occupant load for each space.
4. Path of travel to exit access. Indicate allowable and actual distance in feet.
5. Common path of egress travel – allowable and actual distance and feet.
6. Dead end corridors – allowable and actual distance in feet.
7. Graphically identify all required exit discharges.
8. Graphically identify all horizontal exits.
9. Indicate number of allowable and assigned occupants for each exit access and each exit discharge throughout exit access corridors.
10. Location of all required exit lights and pull stations.
11. Location of all required fire extinguishers.
12. Location of all required areas of rescue assistance including two-way communication.

CDB REVIEW CHECKLIST

50% or 75% Design Submittal

Date _____

Project Number _____

CDB PM _____

A/E Representative _____

*This checklist has been prepared to provide clarity and instruction to A/E's in the preparation of the 50% design submittal. It indicates information that is generally expected by CDB at the 50% phase, and **neither alters nor eliminates** the requirements set forth in the Design and Construction Manual or in the Professional Services Agreement. CDB recognizes that unique challenges and solutions are inherent in each project. Therefore, these requirements should be addressed by the A/E **only as applicable** to each project and scope of work.*

Cost Estimate

- "Proposed Project Cost Budget" form including all applicable trades and the Construction Administration Fee (CAF) for each trade.
- Cost estimate
Costs are identified for each trade and a breakdown of work items within each trade. Major budgetary decisions are established, including construction cost, base bid and alternates.

Project Manual

- Divisions 00 and 01 are 95% complete
 - Table of Contents is completeThe following sections are complete and coordinated with the technical specifications sections:
 - 01 33 23 · 01 45 29
 - 01 78 23 · 01 78 36
- Hazardous materials are identified
- Alternate bids are established
- Each technical specification section is partially complete in standard CDB format (as per CDB's Design and Construction Manual). A list of products and execution processes is required.
- All technical specification sections are in correct Base Bid / Alternate format (as per CDB's Design and Construction Manual), assigning work to the correct trade/contractor(s).
- Single- and dual-source products have been identified
 - Letters of request from the A/E and the Using Agency have been submitted to CDB.
- Roofing sections are complete
As per CDB's Membrane Roofing Program Handbook
- Roofing sections have been submitted to the specified roofing system manufacturers for the signing and returning of the Roofing System Manufacturer's Certificate

Drawings

General information

- Comprehensive code analysis (See template)
 - Cover Sheet G-1 is complete
 - Standard CDB title block
 - State Building Inventory numbers and names
 - Maps
 - Index of Drawings
- Key to symbols, abbreviations and material indications is provided

Civil Drawings

- Site Plan includes utility locations, topographic drawings, site drainage, parking areas, roads, sidewalks, survey control points, grades and radii
- Details are partially complete
- Cross sections are established
- Soil investigations, including septic analysis

Architectural

- Floor Plans are complete
Includes dimensions, room names, room numbers, door numbers, large equipment items, section symbols, detail symbols and interior elevation symbols
- Reflected ceiling plans are complete *Includes heights, materials finishes, light fixtures and grills*
- Roof Plan is complete
As per CDB's Membrane Roofing Program Handbook
- Building elevations are complete
- Building sections are complete
- Wall sections are complete
Includes a section at each significant wall configuration
- Details
 - All connections of new work to existing structures
 - All enlarged details of wall sections
 - Roofing and flashing details
- ASHRAE 90.1 building envelope compliance forms attached
- Complicated interior elevations are complete
- Door Schedule is partially complete
Door numbers, locations, types and sizes are indicated
- Room Finish Schedule is partially complete
Room names, room numbers, finishes and ceiling heights are indicated.

50% / 75% checklist

Drawings, *continued*

Structural

- Structural Notes include information pertaining to applicable building codes, strengths of materials, live loads, dead loads, lateral loads, seismic provisions and other general notes.
- Foundation Plan is established
 - Footing schedules are partially complete
- Framing plans are complete
 - Framing systems and preliminary sizes of members are indicated
 - Frame elevation sheets are partially complete
 - Column schedules are partially complete

Plumbing

- Plumbing plans indicate fixture locations, equipment locations, gas, water, interior storm, sanitary waste and vent pipe routing.
- Plumbing equipment schedules are partially complete.
Indicates capacities of major equipment
- Basic installation details of major equipment
- Source of utilities
May be located on Site Plan or Site Utility Plan

Fire Protection

- Plans indicate sprinkler riser, standpipe riser, fire department (Siamese) connection and areas to be protected by sprinkler system or other automatic extinguishing system
- Source of water / connection to existing system

Heating

- Heating plans indicate major equipment, heating water and chilled water piping
- Equipment schedules are partially complete.
Indicates capacities of major equipment
- Basic installation details of major heating equipment

Ventilating

- Ventilating plans indicate major equipment, duct routing and location of required fire or smoke dampers
- Equipment schedules are partially complete.
Indicates capacities of major equipment
- Basic installation details of major ventilating equipment
- Provision for oversized or backup equipment
In consideration of future capacity

Temperature Controls

- Sequence of operations for major equipment
- Preliminary points list
- Temperature control / building automation system connection to existing system
- ASHRAE 90.1 mechanical system compliance forms attached

Electrical

- Electrical plans indicate fixtures, devices, symbols, mechanical equipment and special systems, including fire detection/alarms
- Ratings are partially determined *Service entrance equipment, switchgear, panelboards, motor services and other equipment*
- All feeders 100A and larger that are shown should show conduit routing *Home run symbols are not acceptable*
- Code-required clearances are established
- Equipment schedules are partially complete, identifying all equipment
- Power one-line diagrams are partially complete
Indicates all panels, transformers, voltages, main overcurrent devices and amp ratings
- Panel schedules are partially complete
Indicates the load requirements per circuit, the total panel connected loads and any de-rated load calculations
- Special systems one-line diagrams show all major equipment
- Grounding electrode system and connections are shown
- Illumination levels are indicated, and light sources are identified
- ASHRAE 90.1 electrical system compliance forms attached

Miscellaneous

- List of required construction phase tests
- Utility contact information – names, phone numbers, etc.
- LEED checklist (if applicable)

Appendix 5
PROJECT MANUAL WORKBOOK for ASBESTOS, LEAD, UST and PCB

PROJECT MANUAL WORKBOOK for ASBESTOS, LEAD, UST and PCB

**November
2016**

Illinois Capital Development Board

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Article 1 PROJECT MANUAL WORKBOOK FOR ASBESTOS, LEAD, UST & PCB

1. **General.** This workbook has been prepared for use with the current edition of the “Standard Documents for Construction” (SDC) and this “Design & Construction Manual.”
2. **Material Included.** This manual/workbook contains instructions and forms. Guide specification sections available on CDBs website are the minimum requirements for the preparation of the specific Project Manual sections. However, the material in this workbook, including instructions, is mandatory.

Instructions to the A/E reference the Associated Regulatory Requirements.
3. **CDB’s Web Site.** CDB documents, forms and publications are available on CDB’s web site Reference Library (www.illinois.gov/cdb).

Article 2 ASBESTOS PROJECTS

1. **General.** Asbestos abatement requires compliance with regulatory requirements and the use of Illinois Department of Public Health (IDPH) licensed personnel. Each A/E shall comply with the following procedures if asbestos is encountered.
2. **Administration.**
 - A. CDB shall assign a Project Manager (PM) for all abatement projects. The PM’s will coordinate with the A/E, CDB staff and the User for asbestos projects including inspections, sampling, management plan and abatement design required for remodeling/rehabilitation projects.
 - B. The A/E shall design the abatement of asbestos (ACM) to minimize asbestos exposure to all individuals involved in the project. This includes building occupants, contractors, employees, and A/E staff.

If an A/E encounters asbestos during a routine remodeling project and the A/E does not employ licensed staff as described above, the A/E shall contract with a CDB prequalified firm to provide the necessary asbestos abatement services.
 - C. All bulk samples for analysis shall be collected by IDPH-licensed Building Inspectors. All inspection, sampling and management planning services shall comply with the A/E Manual of Procedures for Asbestos Inspections and Management Plans (Asbestos Protocol).

2.3 Design Criteria

- A. Rules and regulations for asbestos abatement promulgated by the IDPH shall be used for asbestos abatement: Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings (77 Ill. Admin. Code 855, Subpart E). This includes the same format for abatement Completion Reports [855.170(a)(5)] (APM Report). Variances shall be approved in writing by CDB (and IDPH, if the project involves elementary or secondary schools) with the following exceptions:
1. All projects not under IDPH jurisdiction shall utilize a dual role APM/ASP unless otherwise directed by CDB.
 2. All tent enclosures shall require a minimum 6-hour hang time.
 3. All floor tile and floor tile mastic abatement projects not under IDPH jurisdiction shall utilize a single layer of poly sheeting on wall surfaces, unless otherwise directed by CDB.
 4. All projects not under IDPH jurisdiction shall utilize PCM clearance, unless otherwise directed by CDB.
 5. All projects which involve demolition of an unoccupied facility shall follow applicable IEPA & NESHAP regulations.
 6. All non-friable, floor tile abatement projects not under IDPH jurisdiction shall require a specific variance from CDB. CDB will require engineering controls during abatement, area air monitoring, clearance air monitoring and notification of all non-friable projects.
 7. The APM Final Report shall include documentation of medical clearance for all supervisors, workers and the APM/ASP.
- B. All asbestos abatement work will be performed using appropriate respiratory protection in accordance with applicable OSHA regulations (29 CFR 1910.134; 29 CFR 1910.1001; 29 CFR 1926.103 and 29 CFR 1926.1101).

2.4 Preliminary Design Phase

- A. For an asbestos abatement project, the A/E's Preliminary Design Phase Services are modified as follows. Whenever inspection and sampling has not previously occurred, the A/E shall provide inspection and sampling prior to the preliminary design. The documents shall be prepared in accord with CDB's *A/E Manual of Procedures for Asbestos Inspections and Management Plans*.
- B. A Management Plan may be required if all of the identified asbestos is not removed during construction.

2.5 Bidding Documents Phase

- A. CDB has developed guide specifications sections, edited versions of which may be used as appropriate by the A/E on abatement projects.
- B. The A/E shall coordinate with the building user to determine when abatement may occur.
- C. If the abatement work is less than the small project threshold (verify with CDB project manager) or more than \$15M single prime contract, the asbestos work may be done by a subcontractor. All other abatement work will be a separate trade assigned to the coordinating contractor.
- D. Any variance request must be approved in writing by CDB, and IDPH when applicable, prior to being incorporated in the plans and specifications by the A/E.
- E. The A/E shall consider notification and other regulatory requirements in determining the construction schedule.

6. Construction Phase

- A. The A/E shall provide an Asbestos Project Manager/Air Sampling Professional (APM/ASP) whose full-time responsibility during construction shall be monitoring the asbestos contractor's or subcontractor's methods and procedures to ensure all specified rules and regulations for abatement are followed. The APM/ASP shall be licensed as defined in the IDPH Rules and Regulations.
- B. The Asbestos Project Manager/Air Sampling Professional (APM/ASP) shall be inside containment a minimum of two hours each half day of work. The APM/ASP may spend additional time in containment whenever air sampling indicates higher than normal fiber counts, or during cleaning periods prior to final clearance to verify all ACM has been properly removed. Failure of the APM/ASP to comply with the above will result in a decrease in the payment to the A/E for the APM/ASP services.
- C. The A/E will submit copies of the APM FINAL REPORT to the Contractor, CDB, IDPH (when applicable) and two copies to the Using Agency within 60 days of final clearance testing. All APM Final Reports shall be submitted in electronic .pdf format.

- D. Required Air Sampling:
 - 1. Maximum of seven (7) samples/day per contained work area which includes: two (2) inside work area, two (2) outside work area, one (1) at the negative air, one (1) field blank, one (1) lab blank for 02 82 13 projects. All OSHA samples are the contractor's responsibility (for AHERA follow IDPH rules).
 - 2. Maximum of three (3) samples for glovebag/tent enclosures.
 - 3. Non friable projects:
 - a. representative sample of worker exposure.
 - b. minimum one day for each work activity.
- E. All air monitoring is to be conducted as per IDPH Rules and Regulations.
- F. Air monitoring procedures for glovebag removal is to be conducted following IDPH Section 855.480 of IDPH Rules and Regulations.
- G. Personal air monitoring for CDB Projects is the contractors' responsibility under OSHA Regulations. Only AHERA projects under IDPH jurisdiction will have personal sampling performed as part of CDB's responsibility.

2.7 References located in CDB's reference library.

- A. Sample Specification Section 02 82 11 - Minor Demolition for Non-friable Asbestos Removal
- B. Sample Specification Section 02 82 13 - Asbestos Abatement
- C. Sample Specification Section 02 82 15 - Minor Demolition for Non-friable Asbestos Roof Removal

2.8 Attachments.

- A. Asbestos Abatement Estimate Outline Form with Instructions (Capital Development Board)
- B. APM Report Requirements

GUIDELINES FOR ESTIMATING ASBESTOS ABATEMENT PROJECTS

The attached listing of asbestos abatement work items are provided as a guideline for use in preparing cost estimates during the design phase. It should be used as appropriate; modified, or supplemented when required. The A/E is responsible for the estimate and these guidelines should not be construed as inclusive or the only method which may be used. An estimate of comparable detail is required regardless. Be sure to include asbestos costs on CDB's Proposed Project Cost Budget (PPCB) form.

Preparation -	All costs for mobilization, set-up and area preparation prior to removal of any ACM. Note the inclusion of work items for demolition of non-contaminated building components to gain access to ACM. Verify that this demolition work is truly not contaminated by asbestos prior to including the costs in this section.
Architectural Systems -	This section is for cost of removal of ACM encountered in architectural systems or work normally installed as general work.
Thermal Systems -	This section is for cost of removal of ACM encountered in work originally installed as part of HVAC work, usually by the insulation subcontractor.
Equipment Rental -	The costs of capital equipment used on the project by the contractor. Either direct rental costs or allocation of costs for equipment owned by the contractor.
Final Clean-up & Restoration -	All costs, after removal of the bulk of the ACM to perform final removal and clean up, dismantling, and demobilization required to restore the facility for the owner's use.
General Conditions -	Project costs required by the general conditions and typically estimated by the size and/or duration of the project.
Recapitalization -	For summarizing the costs on the previous sections and adding insurance overhead, profit and contingency.

ESTIMATE RECAPITULATION PROJECT ASBESTOS ABATEMENT ESTIMATE OUTLINE							ESTIMATE NO.	
LOCATION							SHEET NO.	
ARCHITECT/ENGINEER							DATE	
SUMMARY BY			PRICES			CHECKED BY		
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE	TOTAL ESTIMATED LABOR COST	UNIT PRICE	TOTAL
Pre-clean		Square Ft.						
Protection		Square Ft.						
Temp. Partitions		Square Ft.						
Polyethylene		Square Ft.						
Remove Plaster		Square Ft.						
Remove Drywall		Square Ft.						
Remove Ceiling Tile		Square Ft.						
Remove & Clean Light Fixtures		Each						
Protect Grills & Registers		Each						
Remove Fireproofing		Square Ft.						
Remove Boiler Insulation		Square Ft.						
Remove Pipe Insulation by Size		Lineal Ft.						
Abate Fittings by Size		Each						
Remove Breaching of Flue Insul		Square Ft.						
Remove Duct Insulation by Size		Lineal Ft.						
Glove Bags		Each						
Remove V.A.T.		Square Ft.						
Remove Mastic with Solvent		Square Ft.						
Remove Mastic Bead Blast		Square Ft.						
Remove Transite Pipe by Size		Lineal Ft.						
Remove Transite Board		Square Ft.						
Remove Contaminated Soil		S.F. / C.Y.						
Load & Haul Waste		Loads						
Dump Fee		Cubic Yd.						
Final Clean		Square Ft.						
Reinsulation Pipe or Duct by Size		Linear Ft.						
Reinsulate Fittings by Size		Each						
Patch Fireproofing		Square Ft.						
Encapsulate		Square Ft.						
Equipment (Pre-List)		Each						
Scaffolding Per Job								
High-lift								
Electrical with Lighting								
Mechanical - Heat, Vent & Plumb								
General Conditions								
Overhead & Profit								
Bond & Insurance								
CAF								

APM FINAL REPORT REQUIREMENTS

Within 60 days of final clearance testing, the Asbestos Project Manager will submit the Final Report to the following:

A/E:	1 copy
Contractor:	1 copy
Using Agency:	2 copies
CDB:	1 copy
I.D.P.H.:	1 copy (if applicable)

The A/E shall distribute the reports in electronic format with letters of transmittal sent to the CDB Project Manager.

Reports for IDPH-regulated projects shall be submitted on hard-copy, unbound, with tabs. The following information shall be provided on the front cover sheet:

Job Title	Building Name	Building No.
CDB Project Number		<hr/>
Using Agency	City County	State
APM/ASP	Name and Address	<hr/>
Project Designer	Name and Address	Seal and Signature
Date	Date of Final Clearance	<hr/>
CDB Logo		<hr/>

The Final Report is to have a Table of Contents. Each Section of the Report is to be tabbed and titled. Pages within each Section are to be numbered. The report shall follow the IDPH format, shall be submitted to CDB and to the Using Agency in an electronic format and shall include the following:

- Section A) Project Manager’s Report Form provided by IDPH.
- Section B) Items submitted by the Contractor under Section 833.350(a).
- Section C) For clearance air samples, include the location of the sample, start and end times of sampling, sampling air flow rate, volume of air sampled, name and address of laboratory performing the analysis and name and address of the analyst.
 - i) When final air clearance monitoring samples are analyzed by a laboratory using TEM, include a copy of the NVLAP certificate for airborne fiber analysis for the laboratory.
 - ii) When final air clearance monitoring samples are analyzed by PCM in a laboratory, include a copy of the Proficiency analytical Testing (PAT) program’s year-to-date performance report for the laboratory.

- iii) When final air clearance monitoring samples are analyzed by an analyst outside of a laboratory, include a copy of the report of the performance testing under the Asbestos Analyst Registry (AAR) Program for the analyst for the testing round completed prior to the completion of the project, but not after the completion of the project.
- Section D) Names, license numbers, current training certificates and medical clearance certificate for asbestos abatement workers who conducted the abatement.
- Section E) Name, address and license number of the asbestos contractor.
- Section F) Names, addresses, license numbers, initial and current training certificates and certificate of medical clearance for the project designer, project manager and contractor's supervisor(s) and signature of the project manager.
- Section G) Name, signature and license number of each air sampling professional.
- Section H) Log of negative pressure measurements taken by the contractor for contained areas. The readable tape for the manometer shall serve as the log. This is only applicable to IDPH-regulated projects.
- Section I) Variance requests submitted to CDB and/or IDPH and the responses to those requests.
- Section J) Locations, times and results of background, personal and area air samples taken prior to and during the project.
- Section K) A detailed description, diagram or blueprint indicating the location of ACBM abated, locations of barriers and locations of decontamination enclosures.
- Section L) A detailed description of the project, including abatement methods employed, reasons for the project and for the selection of abatement methods, description of types and amounts of ACBM abated, and start and completion dates of the project.
- Section M) Daily log of observations made by the project manager, including a description of project activities, documentation of smoke-testing of barriers by the contractor, documentation of post-abatement visual inspection of each work area, and description of procedures used during clearance air sampling.
- Section N) Items submitted by the contractor under Section 855.350(c)(d).
- Section O) For cleaning performed in accordance with Sections 855.400(f)(1)(A), (D) and (E), include the names of persons performing the cleaning, the date and locations of the cleaning and the methods used.

Article 3 GUIDELINES FOR LEAD

1. General

The majority of paint manufacturers utilized lead (Pb) paint formulations prior to 1978. In 1978, the use of lead-based paint for residential use was banned; in 1990 lead-based paint was prohibited for CDB projects. Most paints today do not contain quantities of lead sufficient to be categorized as lead-based coatings; however, there are still some paints which do contain sufficient lead to be categorized as lead-based.

2. Sampling (paint chip) & Testing(XRF)

As required by the Professional Services Agreement, the A/E shall provide for the selective testing of materials to be affected by the project. The A/E shall recommend to CDB the number of samples to be taken, and written approval shall be issued by the CDB Project Manager prior to testing. Existing materials integral to the project shall be tested, as well as any adjacent materials that are affected by the construction. Such materials shall be categorized as CDB recommends: walls, ceilings and trim (windows, doors and frames) - 5 samples per category. Sampling shall be conducted by a licensed inspector. If sample analysis is required, then the laboratory used shall be accredited by the Environmental Lead Laboratory Accreditation Program.

Paint containing more than five-tenths of one percent ($\frac{1}{2}\%$ or 0.5%) lead by weight is considered lead-based paint (LBP). Costs incurred in the sampling and testing of materials are reimbursable expenses. Results of the testing shall be included in Section 02 83 19 of the Project Manual.

3. Design

Should testing indicate the presence of LBP, regulations established by the Occupational Safety and Health Administration (OSHA) and the Illinois Environmental Protection Agency (IEPA) are applicable to the project. If the project site is utilized for either public housing or for day care purposes, then guidelines established by the U.S. Department of Housing and Urban Development (HUD) are applicable as well.

In the project documents, identify all LBP. The A/E shall indicate in 01 11 00.2.B. of the Project Manual the existing conditions where lead paint is located. See the attached example. Specify remediation in Section 02 83 19 Lead-Based Paint Removal. IDPH notification is required only in residential and day care projects.

If asbestos abatement activities are being conducted in conjunction with lead remediation, then the A/E shall maximize all opportunities to combine similar activities and equipment items such as containment barriers and negative-air machines.

Clearance sampling shall be required following all LBP-related activities and shall conform to current HUD requirements. All interior LBP removal shall be conducted within containment areas. Critical barriers shall be maintained, drop cloths shall be utilized on floors and additional protection of adjacent finishes shall be provided as necessary. If removal is to occur adjacent to an occupied area, or if the site is to be re-occupied, then negative air pressure is required within the containment area. Containment utilizing opaque barriers may be required for all exterior removal

4. Construction

The Lead Construction Standard (OSHA 1926.62) has been in effect since June 4, 1993 and all construction activities shall be conducted in accord with this standard. The permissible exposure limit (PEL) for lead is 50 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) and the action level is 30 $\mu\text{g}/\text{m}^3$. Both levels are for an 8- hour time weighted average (TWA). The OSHA standard also requires contractors to perform an exposure assessment for each project. It is the responsibility of the A/E to provide on-site representation during the critical activities.

5. Disposal

If demolition/construction debris containing LBP still adhered to the substrate is generated from a non-residential structure, the waste may be handled as general refuse. However, if the LBP is removed from the original substrate to which it was adhered, then the waste is a special waste. The waste shall be analyzed by the Toxicity Characteristic Leaching Procedure (TCLP). LBP waste that meets the definition of special waste is hazardous if it has a concentration of lead equal to or greater than 5.0 mg/l as determined by TCLP. In addition, other parameters shall be below the regulatory limits for toxicity and other characteristics and listings. The Resource Conservation Recovery Act (RCRA) establishes LBP regulations. The handling and disposal of hazardous waste shall be conducted in accordance with the RCRA regulations applicable to the activity being conducted. LBP waste shall be stabilized prior to disposal in a facility that is permitted by IEPA to accept the waste.

6. Transportation of LBP Waste. Anyone who hauls or transports special waste shall have a current, valid waste hauling permit issued by the IEPA.

Note: Any person who is transporting special waste for a generator who generates less than 100 kilograms (220 pounds) of special LBP waste in a calendar month is exempt from this requirement. The Contractor shall submit all waste manifests to CDB with their respective pay request.

7. References

A. IDPH Notice of Commencement, Lead Abatement/Mitigation Project.

8. Attachments

A. Section 01 11 00 - Project Summary with Sample Language for Lead Abatement



PROFESSIONAL
SERVICE
AGREEMENT
(PSA)

Project Number
Contract Number
Total Contract Amount
Professional
Liability Insurance
Amount

AGREEMENT, entered into by the parties on the date last signed below on signature page,

Between the

CAPITAL DEVELOPMENT BOARD

of the

STATE OF ILLINOIS ("CDB")

And

Principal Office and

Place of Business Located at

Hereinafter referred to as
("Architect-Engineer" or "A/E")

For the following Project(s)

For the use and benefit of

Hereinafter referred to as the
("Using Agency" or "User")

CDB 414-9-9

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APPENDIX A COMPENSATION RATES & SCHEDULES

APPENDIX B CONSULTANTS

APPENDIX C STANDARD CERTIFICATIONS

APPENDIX D STANDARD DISCLOSURES

PROJECT SCOPE STATEMENT

STANDARD CONDITIONS

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No (Forms A)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

ARTICLE 1 DEFINITIONS

- 1.1 **Addendum.** A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.
- 1.2 **Agreement.** The agreement is composed of these documents:
- A. Professional Services Agreement and Appendices
 - B. Standard Documents for Construction dated March 2009
 - C. Supplement to SDC and SDC-CM in place at the time of advertisement
 - D. Design and Construction Manual dated March 2009
 - E. Supplement to DCM dated in place at the time of advertisement
 - F. Program Statement and/or Scope of Work Attachment
 - G. Any Approved Modifications to the Agreement
- 1.3 **Architect.** Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.
- 1.4 **Architect Engineer (A/E).** The Architect/Engineer (A/E) is the firm, and its consultants, that prepare the bidding documents and have certain construction phase duties under contract to CDB. For certain projects, CDB may use staff to prepare the bidding documents and will act as the A/E.
- 1.5 **Assigned Contractor.** An assigned contractor is a contractor who has been assigned to the coordinating contractor for the limited purposes of scheduling and coordination of the work. This assignment is limited and CDB retains certain rights of the contract.
- 1.6 **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 to completion.
- 1.7 **Modification.** A modification is a written change order to a professional services agreement.

- 1.8 **Contractor.** The contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CDB.
- 1.9 **Coordinating Contractor.** The designated contractor for the project to whom CDB may assign limited administration of the other contracts.
10. **Direct Wage Expense (DWE).** Actual hourly wages paid employees, exclusive of statutory and fringe benefits, personal and/or performance/profit bonuses.
11. **Engineer.** Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.
12. **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture, or other entity, other than the contractor, who furnishes any goods or services of any kind under a subcontract entered into with a construction contract with CDB's prime contractors. This legal definition shall govern in general, but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes onsite 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.
13. **Consultant.** A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with the A/E firm contracting with CDB for purposes of fulfilling, or assisting the A/E in fulfilling the services required by this agreement between the A/E and CDB.
14. **User or Using Agency.** State agency or governmental entity benefiting from the project improvement that will occupy and/or operate the facility, equipment, etc.
15. **Moveable Equipment.** Equipment that is not fixed to the building structure and/or is not permanently wired or plumbed in. Moveable equipment is not designed by the A/E nor installed by the Contractor(s). A budget amount for moveable equipment may be included in the total project funding, but that amount will not be included in the Construction Budget and shall not be used in the calculation of the Basic Services Fee.
16. **Work.** The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
17. **Substantial Completion.** A condition which occurs when CDB accepts the certification of the A/E that construction is sufficiently complete in accord with the contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the Using Agency for its intended purpose.
18. **Final Acceptance.** A condition which occurs when CDB accepts the certification of the A/E that the contractor has complied with all requirements of its contract, and that the contractor is authorized to receive final payment in full, including all retainage.

ARTICLE 2 A/E'S RIGHTS AND RESPONSIBILITIES

- 2.1 **A/E's Principal in Charge.** The A/E shall designate a principal in charge for the agreement. CDB shall address all questions and concerns about this agreement and the A/E's performance of its duties of the agreement to the A/E's principal in charge.
- 2.2 **Federal and State Laws.** All applicable Federal and State laws and the rules and regulations of all authorities having jurisdiction over the design of the project shall apply to the agreement

throughout, and they will be deemed to be included in the contract the same as though written therein in full.

- 2.3 **Project Codes, Standards and Regulations.** The A/E shall prepare the bidding documents in accordance with the CDB Design and Construction Manual.
- 2.4 **Building Codes.** The A/E shall design the project in substantial compliance with the building code requirements in the CDB Design and Construction Manual. The design shall be prepared in accordance with all applicable codes and standards in effect at the time bidding documents are issued. All requests for deviation shall be documented by the A/E in writing and subject to approval by CDB.
- 2.5 **Legal Responsibility.** Notwithstanding any other provision herein, the A/E shall perform all of its services in conformity with the standards of reasonable care and skill of the profession. The A/E shall be responsible for the performance of persons retained by the A/E and states that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties.
- 2.6 **Standard of Project Quality.** The A/E shall exercise professional expertise and judgment in establishing a standard of quality appropriate for each project and its budget. The standard shall be communicated to CDB and the Using Agency early in the design process for review.
- 2.7 **A/E's Consultants.** The A/E shall employ, and be contractually responsible for, all consultants necessary for the performance of the services herein described and be required to complete the project scope. Professional consultants shall be pre-qualified in their respective professions with CDB. The A/E shall complete and submit Appendix B to the agreement listing all consultants to be used on the project. A/E shall include in Appendix B, all consultants as listed on CDB Form 255. Exceptions to this requirement may be requested by the A/E in writing and addressed to the CDB Administrator of Contract Administration for consideration.
- 2.8 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures, supervision or for safety precautions and programs in conjunction with the project or work thereon.
- 2.9 **Contractor Performance Evaluation.** The A/E will, at the completion of construction and as requested by the CDB Project Manager (PM), prepare an evaluation of each contractor's performance.
10. **Defaulting Contractor.** The A/E, in the event of default by any contractor, agrees to work in concert with CDB and the surety for the defaulted contractor to ensure completion of the contract. The A/E may be entitled to additional compensation for services provided in assisting CDB in completion of the defaulted contract.
11. **Redesign.** Should the lowest responsible competitive bid obtained on any contract be in excess of the final detailed statement of probable construction costs, to the extent that CDB elects not to award the project, CDB may request the A/E, in consultation with CDB, redesign and re-bid the project within the statement of probable construction costs at no additional compensation including miscellaneous expenses such as bid document printing and postage. However, should CDB elect not to redesign, the A/E shall not lose its right to compensation in accordance with Article 6.
12. **Addenda and Change Orders.** Upon notice or discovery, and as directed by the CDB PM, the A/E shall perform the required professional services to issue an addenda to the bidding documents, or change orders to the contract documents, to correct or clarify errors, omissions, or ambiguities. This service shall be performed without additional compensation.

- 2.13 **Project Schedule.** The project schedule is included in the agreement as shown on Appendix A. The A/E will be required to maintain the schedule without delay. Changes to the schedule will be by written modification duly executed by both parties.

ARTICLE 3 CDB RIGHTS AND RESPONSIBILITIES

3.1 Project Manager.

- A. CDB will designate a PM for the project who shall be CDB's primary representative in the administration of this agreement. The A/E will report to the PM.
- B. The CDB PM shall be the liaison between the A/E and the Using Agency. All correspondence between the A/E and the Using Agency shall be communicated to the PM.

- 3.2 **CDB Review.** CDB shall have the right to review and accept the A/E's submittal of the respective phases of design services for conformance with the provisions of this agreement and to require a written response to all questions raised regarding such services. CDB's review and any acceptance of the A/E's submittal does not relieve the A/E of its responsibilities.

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

- 3.4 **Error/Omission Change Order Policy.** CDB reserves the right to recover from the A/E all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction documents prepared by the A/E. Consequential damages, including any delay of work or damages incurred by other parties due to errors and omissions may be included in the recovery.

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

- 3.6 **A/E Performance Evaluations.** CDB will evaluate the performance of the A/E at the completion of the design and construction phases or as deemed appropriate. CDB may also request the Using Agency or contractors to evaluate the A/E. The A/E has the right to review and respond to its performance evaluations.

ARTICLE 4 COMPENSATION AND PAYMENT

- 4.1 **Appendix A.** An attachment to the agreement that delineates the compensation to the A/E for the various services agreed upon and establishes the project schedule. Each compensation amount or reimbursable budgets established will be exclusive for that service only and shall not be used for other services without written modification duly executed by both parties per [Article 4.3](#).

- 4.2 **Basic Services Fee.** As compensation for design, bidding, construction and close-out phase services under the agreement, the A/E shall receive the basic services fee as set forth in Appendix A.
- A. **Design Phase Compensation.** Progress payments shall be paid to the A/E upon successful completion of each level. Progress payments proportional to the percentage of completion of services may be made monthly. To be eligible for monthly progress payments, A/E shall submit evidence of services completed that is acceptable to the CDB PM.
 - B. **Bidding Phase Compensation.** This compensation is payable upon completion of the analysis of bids received and submittal of acceptable electronic and paper bidding documents to CDB. Compensation for services performed in this phase is payable to the A/E regardless of CDB's ability to award the project based on bids received as compared to available funds.
 - C. **Construction Phase Compensation.** Progress payments will be paid to the A/E in installments proportional to the percentage of construction completed.
 - D. **Project Closeout Phase Compensation.** This compensation is payable in one lump sum payment upon completion of all contracted services as set forth in Article 16, (Project Closeout Phase), except the requirements set forth in Article 16.7, (Nine Month Inspection), are not required to be completed as a pre-requisite for full payment. In circumstances of protracted duration of the closeout phase through no fault of the A/E, the A/E may petition the CDB PM for partial compensation for services completed.
 - E. The expense of administering subcontracts shall be considered a basic service.
- 4.3 **Changes in Contract Scope or Compensation**
- A. Changes to the contract may only be made by written modification duly executed by both parties.
 - B. A/E will not perform any work outside the written scope of work or any work reflecting a scope change (as described in [Article 4.4](#)) until a written modification pertaining to same has been executed.
 - C. Reimbursables (including on-site observation) may only be expended per the line-item description and amount listed on Appendix A. No reimbursable work may be authorized or paid for in excess of the individual line item amount or for work other than the individual line item description.
 - D. Upon receipt of the A/E's final payment application and in accordance with [Article 16.8.C](#), CDB shall be permitted to make final adjustments to the budgetary values indicated on lines B., E. and F. on Appendix A to reflect actual expenditures without written modification duly executed by the contracting parties.
- 4.4 **Changes in Scope and Funding.** Should CDB elect to change the project scope to the extent that services to be performed by the A/E are substantially altered, then CDB and the A/E will negotiate an equitable adjustment in the A/E's compensation per Article 4.3.
- A. Changes to design requested or approved by CDB in the preparation of the bidding documents may be compensable as additional services if the requested change adds services or requires revisions to previously accepted documents.
 - B. Supplemental funding of a project shall not be cause for additional compensation without substantial modification to the scope of work or scope of A/E services.
- 4.5 **Contract Administration Fee.** The Contract Administration Fee (CAF) is three percent (3.0%) of the basic services fee plus all additional services fees rounded down to the next hundred dollars as shown on Appendix A. The full amount of this Fee shall be invoiced by the A/E on the initial progress payment request. Prior to the approval of the second progress payment request and no later than 20 calendar days after receipt of the warrant for the initial payment request, the A/E

shall direct to the Office of Fiscal Management of CDB, a check or money order made payable to CDB in the amount of the CAF. Additional CAF imposed as a result of an increase of basic services and/or additional services fees shall be invoiced in the first subsequent pay request and paid to CDB as stated above.

4.6 **Additional Services.** The A/E shall provide additional services germane to the agreement when authorized by CDB in writing. Compensation, as agreed to and set forth in such authorization, will be based on a negotiated lump sum fee. Payment for additional services shall be made upon completion of the services or as otherwise agreed upon in writing with CDB.

A. At CDB's option, compensation may be based on a negotiated not-to exceed fee payable at DWE times the overhead and profit multiplier rate shown on Appendix A. Evidence of DWE and time expended shall be furnished to receive payment.

B. Change orders which alter the project scope shall, with prior approval of the PM, be prepared and processed as additional services.

4.7 **On-Site Representative Compensation.** Appendix A indicates the allowance for on-site compensation. A/E must provide site visit reports to receive compensation as set-forth herein. Should the A/E anticipate a need for additional on-site compensation, a written request for said expenses shall be submitted to CDB for review in a timely fashion. No additional on-site observation beyond that authorized in the contract shall be done until a modification has been executed per Article 4.3.

A. The A/E shall be reimbursed the actual direct wage expense (DWE) of the approved on-site representative times the overhead and profit multiplier indicated in Appendix A. Proof of the on-site representative's DWE shall be submitted with the applicable pay requests.

B. Full-time, on-site representatives (5 days/week) shall not be reimbursed for travel time. Part-time on-site representatives may bill up to a maximum of three hours per day of actual travel time to and from the project site at their DWE rate times the overhead and profit multiplier indicated in Appendix A.

4.8 **Reimbursable Expenses.** The A/E shall be reimbursed for actual costs of each reimbursable service as set forth in Appendix A. Unless approved in writing by CDB, no mark-up will be allowed. The A/E shall provide evidence of an authorized expense when requesting any reimbursement. Should the A/E require additional reimbursable expenses or wish to change the allocation of funds assigned to the individual reimbursable line items in Appendix A, a written request for said change shall be submitted to CDB for review in a timely fashion. No reimbursable work shall be authorized or expenditure made until a modification has been processed per Article 4.3.

4.9 **Withholding of Payments.**

A. CDB may withhold payments, in whole or in part, for a material breach of the agreement, including but not limited to, the A/E's failure to perform services or meet the schedule, design errors or omissions, failure to pay consultants and failure to adhere to terms of this agreement.

B. Pursuant to 15 ILCS 405/10.05, CDB reserves the right to withhold payments as a set off when the A/E is liable to CDB in connection with any agreement, past or present, that the A/E has performed for CDB.

C. CDB will notify the A/E in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any

withholding, CDB will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

10. **Pay Request.** A/E requests for compensation shall be in accordance with Appendix A of the agreement and as described in this section.
11. **Performance of Services.** Payments of the Basic Services fee are based, in part, on the assumption that the entire contracted scope of services will be performed. If the entire contracted scope of services is not performed by the A/E, then CDB reserves the right to recoup monies in order to achieve a fair and reasonable compensation.

ARTICLE 5 INSURANCE REQUIREMENTS

- 5.1 **General.** The A/E shall purchase and maintain insurance coverage as set forth herein for the life of the agreement. CDB shall exercise sole discretion to determine the acceptability of the A/E's insurance carriers as of the time of contract execution. Subsequent to execution, if the A/E chooses to change carriers, CDB approval is required. Subsequent to execution, if CDB requires the A/E to change carriers due to an erroneous acceptability determination, the additional cost of the change shall be borne by CDB.
- 5.2 **A/E's Duty to Maintain Insurance.** The A/E shall have the duty to confirm that the terms of all insurance comply with the agreement. No action or failure to act on the part of CDB shall constitute a waiver of any requirement.
- 5.3 **Failure to Maintain.** If CDB determines at any time that the insurance does not meet the requirements, this shall constitute a material breach of the agreement and CDB shall provide prompt notice to the A/E and, in its sole discretion, may take measures to protect itself and the public from the effect of the A/E's breach.
- 5.4 **Evidence of Insurance.**
 - A. The A/E shall file with CDB evidence of complete coverage of all insurance required with the original signature of the insurance company's authorized agent. Fax copies will be accepted:
 1. A binder or certificate of insurance, or
 2. The complete insurance policy.
 - B. The agreement will not be executed until acceptable evidence of coverage is on file with CDB. The A/E 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 A/E 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 A/E's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.
 - C. The Certificates of Insurance shall include CDB and the Using Agency as additional named insureds for occurrences arising, in whole or part, out of the work and operations performed. This does not apply to Workers Compensation and Professional Liability policies.

5.5 **General Liability Insurance Requirements.**

A. **Comprehensive Automobile Liability.**

1. Required minimum insurance coverages. The policy shall cover owned, non-owned and hired vehicles.
 - a. \$ 500,000 Bodily Injury Per Person
 - b. \$1,000,000 Bodily Injury Per Occurrence
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

B. **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 A/E's negligence.

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.

C. **Umbrella or Excess of Loss Coverage.** If the limits specified in Article 5.5.A and 5.5.B 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 and Commercial/Comprehensive General Liability coverages is acceptable.

5.6 **Worker's Compensation Requirements.**

A. **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.

B. The A/E may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the A/E shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

C. Employers Liability

- | | | |
|----|-----------------------|-----------|
| 1. | Each accident | \$500,000 |
| 2. | Disease-policy limit | \$500,000 |
| 3. | Disease-each employee | \$500,000 |

D. The worker's compensation insurance carrier, or self insurance service agency where applicable, shall certify that, to the best of its knowledge, the A/E has properly reported

wage and workforce data and made premium payments in compliance with Illinois' rates and worker classifications.

- 5.7 **Professional Liability Insurance Requirements.** 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 under the agreement and caused by any error or omission of the A/E or of any person employed by the A/E, or any others for whom the A/E is liable. The limit amount of the insurance shall be on a per claim basis.
- A. The required coverage is stated in the agreement.
 - B. If project funding increases, the required coverage amount may be increased by modification.

ARTICLE 6 TERMINATION AND SUSPENSION OF THE AGREEMENT

- 6.1 **Suspension.** CDB may suspend this agreement upon written notice. With any suspension of at least 12 months, the agreement will be subject to renegotiation. The A/E shall be paid for services performed prior to the suspension plus any reimbursable expenses then due.
- 6.2 **Termination for Convenience of the State.** CDB may terminate this agreement on ten (10) calendar days written notice to the A/E for the best interest of the State of Illinois. The A/E shall deliver to CDB all drawings, specifications, reports, models, electronic media and all such other documents to be prepared and furnished by the A/E in the performance of services under this agreement, whether complete or in progress, within a time prescribed by CDB in writing. The A/E shall be compensated for services performed prior to the termination date plus any reimbursable expenses then due and other reasonable and unavoidable non-labor costs. Notwithstanding this, payments for work performed made previous to the termination are based on the assumption that the entire contracted scope of services will be performed. CDB reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the A/E, in order to establish a fair and reasonable amount of final compensation.
- 6.3 **Availability of Appropriation; Sufficiency of Funds.** This agreement is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this agreement 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 A/E 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.
- 6.4 **Termination for Cause.** If the A/E fails to perform any of its obligations under this agreement, CDB may, after ten (10) calendar days written notice during which period the A/E fails to perform such obligations, terminate the agreement. This shall be without prejudice to any other remedy CDB may have. CDB reserves the right to recoup any or all previous payments, or deduct from payments due the A/E, then or thereafter, for the cost of correcting such deficiencies with a completing A/E and, including but not limited to, the cost of additional A/E services made necessary by such failure to perform. CDB may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the A/E. If CDB's expenses in completing the agreement exceed the unpaid balance or the agreement sum, the A/E shall pay the difference to CDB.

- A. Should CDB terminate the A/E after bidding and prior to completion of the project, CDB shall not waive any claim it may have as a result of errors or omissions, except that the terminated A/E shall not be liable for any changes to the documents made by another A/E contracted by CDB to complete the project.
- 6.5 **Contract Ending Date.** The agreement shall terminate on the contract ending date as shown on Appendix A. Changes to the contract ending date will be done by written modification duly executed by the contracting parties.

ARTICLE 7 GENERAL PROVISIONS

- 7.1 **Governing Law.** This agreement shall be governed by the laws of the State of Illinois.
- 7.2 **Severability of Clauses.** It is agreed that the illegality or invalidity of any term or clause of this agreement shall not affect the validity of the remainder of this agreement, and the agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- 7.3 **Waiver of Breach.** The waiver by either party of any breach of this agreement shall not constitute a waiver as to any other breach.
- 7.4 **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.
- 7.5 **Obligations Survive.** The obligations or duties imposed upon the A/E under the agreement shall survive any termination or closeout of the agreement.
- 7.6 **Successors and Assigns.** CDB and the A/E each binds itself, its partners, successors and assigns and legal representative to other party hereto and the partners, successors, assigns and legal representative of such other party in respect to all covenants, agreements and obligations contained herein.
- 7.7 **Independent Contractor.** The A/E is an independent contractor and in providing its services under this agreement shall not represent to any third party that its authority is greater than that granted to it under the terms of the agreement.
- 7.8 **Work of other Professional Service Firms and Contractors.** CDB reserves the right to execute other agreements in connection with the project.
- 7.9 **Indemnification.** The A/E hereby agrees to indemnify, keep and save harmless, CDB, the Using Agency and the State of Illinois and their respective board members, officers, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorneys' fees which are the result of an error, omission or negligent act of the A/E or any of its employees or agents arising out of or resulting from the performance of service under this agreement, except where such is due to the active negligence of the party seeking to be indemnified. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

10. **Non-Assignment.** The A/E acknowledges that CDB is induced to enter into this agreement by, among other things, the professional qualifications of the A/E. The A/E agrees that neither this agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of CDB.
11. **Fair Employment Practice.** The A/E agrees in performing this agreement to comply with all statutory employment requirements, including, but not limited to, the provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.).
12. **Record Keeping and Right to Audit.** In accordance with 30 ILCS 500/20-65, the A/E shall maintain, for a minimum of three (3) years after the completion of the agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the agreement. These records shall be available for the review and audit by CDB, the Auditor General, Chief Procurement Officer, or their designees. The A/E 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 agreement for which adequate records are not available, through some fault of the A/E, to support their purported disbursement. The A/E or consultant shall not impose a charge for audit or examination of the A/E's or consultant's books or records.
13. **Blank.**
14. **Confidentiality.** The A/E shall keep all information concerning the project confidential, except for communications incident to completion of the project between the CDB, the A/E, Using Agency, and the assigned contractors, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by CDB and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project.
15. **Cooperation with CDB's Consultants.** The A/E agrees to cooperate with any consultant retained by CDB, but the A/E shall not be contractually responsible for such consultants.

ARTICLE 8 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- 8.1 **General.** Except as otherwise provided below, CDB will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. Before any party files litigation it shall submit the dispute to ADR, and all parties and their subcontractors or agents who are involved in the dispute shall participate in the ADR. CDB expressly retains all rights under the Articles titled CDB Rights and Responsibilities and Termination and Suspension of the Agreement contained herein. 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.
- 8.2 **Not a Cause for Delay.** CDB decisions or pending ADR shall not be cause for delay of the work. The A/E shall proceed diligently with the performance of this agreement and in accordance with CDB's decision whether or not the A/E or anyone else has an active claim pending. Continuation of the performance of this agreement shall not be construed as a waiver of any rights accruing to the A/E.

8.3 **Definitions.**

- A. **Dispute:** Any contested claim or matter growing out of the project or CDB's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, contractor prequalification suspension, or any other action on prequalification.
- B. **Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CDB whose performance of its contract relates in any way to the dispute or claim.
- C. **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.

8.4 **Cooperation.** In the event that disputes arise, CDB and the A/E 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 A/E agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the A/E agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the A/E 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 a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.

8.5 **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.

8.6 **Subconsultants.** The A/E shall require its subconsultants to agree to and be bound by this provision.

8.7 **Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be deposed or called to testify in any subsequent litigation.

ARTICLE 9 STATUTORY REQUIREMENTS

9.1 **General.** The A/E shall comply with all State and Federal requirements governing the design of the project and this agreement. The A/E, in cooperation with CDB, shall review the project and determine if any of the statutory requirements apply.

9.2 **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 by the CDB PM.

ARTICLE 10 GENERAL SERVICES

1. **General.** The A/E shall provide the services indicated herein in accordance with the terms and conditions of the agreement.
2. **Design Criteria and Policies.** CDB has adopted certain design policies in force at the time of execution of this agreement that shall be incorporated into the A/E's basic services. A/E shall comply with all applicable design policies and submission requirements as set forth in the CDB Design and Construction Manual.
3. **Meetings.** The A/E shall be in attendance at, and record minutes of, all meetings required by this agreement throughout the course of the project as set forth herein. A/E shall distribute copies of meeting minutes to participants and other interested parties as directed by the CDB PM within seven (7) calendar days. A/E consultants shall attend each meeting as appropriate or as requested by the CDB PM.
 - A. Orientation / Fee Negotiation
 - B. Design Submittal Review(s)
 - C. Pre-Bid
 - D. Pre-Construction
 - E. Construction Pay/Progress
 - F. Substantial Completion
 - G. Final Acceptance
- 10.4 **Monthly Progress Reports.** The A/E shall submit monthly progress reports of design/construction activities to the CDB PM. Failure to submit monthly reports may result in delay to A/E's progress payments. The report shall include:
 - A. Activities completed and items pending since last report.
 - B. Projected progress.
 - C. Comparison of schedule and actual progress.
 - D. Decisions or information required.
5. **Site Surveys.** The A/E shall be required to provide or obtain surveys essential to the design and construction of the project as a basic service. A/E is responsible for obtaining its own benchmarks, location of utilities and topography information for establishing building and site improvements locations.
6. **Utility Agreements.** The A/E shall review each agreement between a public utility and the Using Agency to confirm that the proposed utility service capacity, equipment, entrance location(s) and routing path has been provided to meet the requirements of the project design. The A/E shall include all utility costs in the Proposed Project Cost Budget (PPCB) form at 100% design submittal.
7. **Permits.** When specifically directed by CDB, prior to the bidding phase, the A/E shall provide the local authority (or authorities, where more than one local authority has jurisdiction) with sufficient design documents as it may require for purposes of review and/or issuance of general building permits. A/E shall provide CDB with all review correction notices or comments issued by the local authority. When directed by CDB, A/E shall make corrections to the documents and resubmit to the local authority for review and/or issuance of permits.

A/E shall design to the standards necessary to receive permits from municipal, state and federal agencies having jurisdiction over any aspect of the project. (EPA, IEPA, Army Corps of Engineers, Water Reclamation Districts, etc.), and shall be responsible to submit for and obtain such permits.

- 10.8 **Application of Professional Seals.** Final technical reports and all bidding documents shall contain a legible seal, signature, date and license expiration date of the architect, structural engineer or professional engineer responsible for the document or under whose supervision the document was prepared.
- A. Drawings, including record drawings, shall be sealed in the prescribed manner above.
 - B. For project manuals and technical reports the seal shall be provided 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.
 - C. CDB will waive the requirement for professional seal for asbestos abatement projects prepared by a Certified Industrial Hygienist (CIH), providing the CIH binds a copy of its valid IDPH issued license in the Project Manual immediately after the Table of Contents and provides two additional copies of the license to the CDB PM.

ARTICLE 11 PROJECT BUDGET AND ESTIMATING

11.1 Project Budget.

- A. The project budget is the total funding available for the project. Any changes to the project budget will be issued in writing by the PM. The construction budget indicated on Appendix A is the funds available for construction. The Design Budget indicated on Appendix A represents ninety percent, (90%), of the construction budget. The Base Bid design cannot exceed the design budget unless authorized in writing by CDB.
 - B. The A/E shall use the Proposed Project Cost Budget form (PPCB), to show the distribution of the project costs.
2. **Contingency Budget.** Ten percent, (10%), of the construction budget shall be set aside for the project contingency. When appropriate, CDB may permit the base bid to be designed up to 95 percent of the construction budget for selected projects.
3. **Alternate Bids.** The A/E shall prepare the bidding documents to include all elements of the work. When the base bid design clearly exceeds the design budget, the A/E shall evaluate the components of the design and move any portion not essential to the function of the project to an alternate bid. All alternate bids shall be clearly identified on the PPCB form.
- A. Alternate bids may not be included in the project without permission of the PM.
 - B. The A/E shall develop in conjunction with the Using Agency and the PM, an order of priority to be used in awarding alternates.
 - C. When the base bid design fully accomplishes the scope of work, alternate bids that enhance the base bid qualifies for additional service compensation.
 - D. CDB may negotiate an adjustment to the construction phase services fee for services not rendered as a result of not awarding any alternate.

- 11.4 **Estimates.** Estimates of probable construction costs shall be prepared at each stage of the project design phase. The A/E shall submit these estimates with each review submittal. Itemized and detailed final estimates incorporating all addenda are required prior to the bid opening. CDB reserves the right to cancel the bid opening if the estimate is not submitted prior to the bid opening. The A/E shall be responsible for all costs incurred including re-bidding for failure to comply with the provisions of this Article.

ARTICLE 12 DESIGN PHASE

12.1 Programming.

- A. A project scope statement will be supplied by CDB for projects with a simple or well-defined scope. The scope may contain background and justification for the project and quantification of work items contained in the project. The project scope statement will define the project budget.
- B. For new construction and major rehabilitation projects, CDB may provide a program statement describing proposed program activities, space requirements, and equipment needs.
- C. In the event a program statement is not provided by CDB and programming is required from the A/E, it will be considered as an additional service with compensation negotiated.

12.2 Moveable Equipment.

The responsibility for specifying, purchase and installation of moveable equipment is that of the Using Agency and the Department of Central Management Services.

- A. The A/E shall cooperate by providing the Using Agency with dimensional, color finish, etc. information necessary to specify any equipment not included in the CDB project.
- B. A/E will be compensated with Additional Services for any design and specification related to moveable equipment requested by CDB beyond that described above.

3. Telecommunications, Technology and Audio/Visual.

Telecommunications, technology and audio/visual equipment for State facilities generally falls under the jurisdiction of the Department of Innovation and Technology. The PM and Using Agency will instruct the A/E when/where outlets, conduits, wiring, etc. are to be included in the CDB project. Coordinate with Utility Company and other agencies.

4. Program Analysis.

- A. Review and coordinate the data contained in the project scope statement, consult with designated representatives of CDB and the Using Agency when required and visit the project site to obtain a thorough understanding of the existing conditions and the project.
- B. Provide a program analysis report containing the coordinated project scope supplemented by all other information necessary to form a complete basis for the project design. Including field verification of any information provided by CDB and the Using Agency.
 - 1. For remodeling projects, A/E shall provide a statement of the status of asbestos inspections and/or abatement. The A/E shall review the asbestos inspection report and/or management plan, where available, and note any possible disturbances of asbestos-containing materials as a result of the project. Provide a listing of the type and quantity of materials tested positive that will be disturbed. Note also, any materials listed as “assumed” to be positive for

containing asbestos and indicate the quantity of samples proposed to be taken and sampled to verify the assumed condition. CDB Form 9 as provided in the CDB Manual for Statewide Asbestos Surveys (most current edition) is an acceptable format for this purpose.

2. Opinion of probable construction costs including asbestos abatement in scope itemization format. Include CDB CAF (3.0%), and 10% contingency budget.
 3. Estimated duration of project construction schedule including asbestos abatement.
- C. Resolve, in consultation with CDB and the Using Agency, any discrepancies in the project scope or budget prior to proceeding to the applicable design phase as set forth in the project schedule as indicated on Appendix A of the agreement.

12.5 **Schematic Design.**

- A. Based on the program analysis, A/E shall prepare up to three (3) design studies for review and consideration by CDB and the Using Agency. Design studies may include written descriptions and alternatives, drawings and other documents as appropriate.
- B. Cost estimates for each schematic design study shall be provided.
- C. Upon review and comment of the schematic design by CDB and the Using Agency, the A/E shall proceed to the applicable design level for one of the proposed designs as modified by any comment during the review.

12.6 **Design Development.**

- A. Prepare design development submittal based on the program analysis and accepted schematic design if included in the agreement. Submittal shall illustrate the resolution of all building and site elements.
- B. A/E shall not proceed beyond design development phase until provided with a written statement properly endorsed by CDB and the Using Agency signifying acceptance of the proposed design. Acceptance statement shall include all agreed upon revisions to the design submitted.

12.7 **Bidding Documents.**

- A. Prepare bidding documents consisting of Project Manual, Bid Form(s), and Drawings based on the accepted design development submittal, including all agreed upon revisions, in a form suitable for public bidding of contracts in conformance with the Illinois Procurement Code, and CDB Rules and Regulations.
- B. Documents shall be submitted and reviewed at the stages of completion as set forth in Appendix A. Each submittal will contain, (at a minimum) the Project Manual, Drawings, detailed cost estimate and PPCB form.
- C. Additional information to be submitted to the CDB by the 100 percent bidding documents submittal includes the final code analysis/regulatory review action checklist, copies of all permits and approvals, proposed list of critical work, explanation of factors used in determining specified construction duration and executed utility agreements, as applicable.

12.8 **Review Process.**

- A. Submit documents for review as required by the agreement. The A/E shall provide up to ten (10) sets of review documents for CDB and Using Agency for each review. CDB shall reimburse A/E for additional review sets.
- B. Following the reviews, the A/E shall respond to the PM in writing to all review comments and questions within 14 calendar days.

ARTICLE 13 BIDDING PHASE

- 1. **General.** All bidding documents require the approval of CDB prior to the A/E printing and distributing documents to the public. Upon approval, the A/E shall sign, seal and date all drawings and the project manual with the same date. Dates shall reflect the most recent state of completion.
- 2. **Official Advertisement for Bids.** The Illinois Procurement Code 30 ILCS 500/1 requires that contracts shall be advertised at least fourteen (14) calendar days before the bid opening. The A/E shall provide type of contract(s) to be bid and estimate information necessary for the advertisement to the CDB PM.
- 3. **Document Distribution.** The reproduction and distribution of bidding documents is the responsibility of the A/E. The A/E shall maintain an accurate record of all vendor provided printing costs. "In-House" printing of bid sets is permitted when included in the agreement.
 - A. The A/E shall distribute bid documents to all interested bidders, subcontractors, suppliers, etc.
 - B. Plan holders shall make a reasonable plan deposit, (as determined by the A/E with PM concurrence), or be a member of a non-cash deposit program in accord with the advertisement for bids. The A/E shall comply with all CDB supported non-cash deposit programs. The plan deposit may be cash or company check. Plan holders that return bidding documents within forty-five (45) calendar days of the bid opening shall have their deposit returned to them. The A/E will return the deposit within 10 days of receipt of bidding documents if the plans are in good reusable condition. The contractors awarded the work shall not be required to return their bidding documents but their deposits shall be returned to them. An accurate record of all deposits shall be kept by the A/E and submitted to the PM. All deposits not returned shall be credited to the A/E printing reimbursable account and reported with the A/E's regular pay requests.
 - C. Plan holders shall not be charged handling and postage to obtain bidding documents for the number of sets included in Appendix A of the agreement. Additional sets above the number listed in Appendix A shall be a reimbursable to the agreement. Postage to return documents shall be at the plan holder expense.
 - D. The following individuals and offices shall receive the bidding documents, or portions of the bidding documents as directed by the project manager. These individuals and offices shall be listed on the plan holder lists.
 - 1. Dodge Plan Rooms. The A/E shall send one complete set of bidding documents to the F.W. Dodge Corporation Plan Room in Springfield, IL. Projects located in the northern region shall also be filed at the Chicago office. Projects located in the southern region shall also be filed at the St. Louis Area office.

2. Other Plan Rooms. All participating plan rooms are listed on the CDB Website under Procurement Opportunity Information, General Bid Information.
 3. CDB Offices. Bidding documents shall be distributed at the time of public distribution to various CDB personnel and sections as listed below:
 - a. PM - one set of bidding documents, PPCB, plus detailed estimate.
 - b. CDB Fair Employment Practices Technician - one project manual
 - c. Construction Technician - one printed set of bid drawings along with one set of drawings and project manual on compact disk (CD).
 - d. CDB Contracts unit – one project manual, detailed estimate and PPCB.
 - e. CDB Bid Receiving Office (other than Springfield) - one project manual, and PPCB plus one detailed estimate.
 4. Using Agency. Two sets of bidding documents.
- 13.4 **Plan Holder Lists.** Periodically, the A/E shall submit the list of plan holders, including address, telephone number, and contract(s) the plan holder intends to bid to the PM. A list of plan holders shall be submitted to the PM for verification of contractor’s pre-qualification no later than seven (7) calendar days prior to the bid opening date. A/E shall submit a final list of plan holders to the PM and CDB Bid Officer on each day bids are received.
- 13.5 **Addenda.** The A/E shall prepare all required addenda.
- A. All addenda, including all revised drawings and sections, must be approved by the PM prior to distribution. A/E shall allow sufficient time for CDB review and acceptance of each addendum.
 - B. Plan holders, CDB and the Using Agency shall receive copies of all addenda.
 - C. Pre-bid conference minutes and bid tabulations are not to be issued as addenda.
- 13.6 **Bid Openings.** The A/E shall attend all bid openings for the project unless specifically excused by the PM.
- A. A/E shall provide bid results to all parties that require the information. CDB will provide A/E with one set of bid tabulations at the bid opening. In the event the PM excused the A/E from attending the bid opening, the PM will telefax the bid tabulations to the A/E.
 - B. For projects that have a coordinating contractor, A/E shall provide the assigned contractor bid tabulations to the coordinating contractor bidders within two (2) business days. These bid tabulations are to be issued for informational purposes only and shall not be issued as an addendum.
- 13.7 **Bid Analysis.** A/E shall provide assistance to CDB to identify the apparent successful bidder or bidders.
- A. Review all product substitutions submitted in accordance with procedures set forth in Standard Documents for Construction and provide CDB with a written recommendation to accept or reject the proposed substitution.
 - B. Review all unit prices submitted and provide written recommendation or rejection.

- C. Bids submitted that fail to acknowledge all addenda issued shall be reviewed. A/E will be requested to attest that, in the A/E's opinion, the addenda not acknowledged is, or is not, work related for that particular contract.
 - D. Bids submitted that contain additional verbiage applied by the bidder shall be reviewed. A/E will be requested to attest whether, in the A/E's opinion, the additional verbiage does or does not constitute a qualifying statement.
 - E. When lowest bid received differs substantially from all other bids received, A/E shall contact the low bidder and review the bid as it pertains to the requirements of the project. Report findings to the CDB Project Manager in writing.
 - F. When single bids are received, A/E shall provide the CDB Project Manager with a written explanation of all efforts used to obtain bidders and include an informed opinion addressing the suspected reason(s) a single bid was received.
8. **Contract Award.** CDB will notify the A/E and all successful bidders of our intent to award a contract by copy of the Notice of Award (NOA) letter.
9. **Presumption of Award.** A/E shall not discuss with bidders, news media, etc., any presumption of award until the award is decided by CDB.

ARTICLE 14 CONSTRUCTION PHASE

1. **General.** The A/E shall perform administrative duties during this phase of the project.
2. **CDB's Representative.** The A/E shall consult and advise CDB and act as CDB's representative as provided in the Standard Documents for Construction and herein. CDB's instructions to the contractors may be issued through the A/E who shall have authority to act on behalf of CDB to the extent provided in this document and the Standard Documents for Construction.
3. **Construction Documents.** The A/E shall issue documents stamped and dated "Issued for Construction" to the contractors. A/E shall include all addenda issued during bidding within the documents.
- A. Each contractor will receive construction documents in quantity as determined by CDB up to a maximum of six sets. The contractor may purchase additional sets for a charge to cover reproduction and handling.

14.4 Contractor Submittals / Shop Drawings, Product Data, Samples.

- A. A/E shall review and monitor all required submittals for timeliness and conformance with the contract documents and project schedule. A/E shall review and respond to submittals within 14 calendar days.
- B. Each submittal shall be stamped, dated, and either initialed or signed by the reviewer. The reviewer shall provide clear instruction to the contractor of any corrective action to be taken.
- C. The A/E shall only review those materials and equipment specified in the contract documents. The A/E shall not make changes in the contract requirements through the review of submittals. The contractor may not submit and gain approval of material substitutions through the shop drawing review process.

- D. If in reviewing the submittal the A/E determines that contract changes are required, notify the CDB PM and request approval of the required changes prior to returning the submittal to the contractor.
 - E. No activity requiring review of submittals shall be commenced without A/E approval. The A/E shall notify the contractor to cease the activity until approval is obtained. The contractor shall be liable to replace any work that is not in compliance with the subsequently reviewed submittal.
 - F. The contractors are responsible for any applicable licensing with the appropriate authority in accordance with the Contractor Licenses Section of the Standard Documents for Construction. The A/E shall receive and review all applicable licenses prior to that contractor or tradesman commencing any work. Evidence of proper licenses shall be forwarded to the CDB PM. The A/E shall not knowingly allow any work to commence or accept any work installed by a non-licensed firm or tradesman where licenses are required.
- 14.5 **Contractor's Schedule of Values (CSV).** The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment.
- A. The Standard Documents for Construction requires that a percentage of the work be performed by the contractor's own forces. The A/E shall reject any contractor's schedule of values that does not comply with this requirement.
 - B. The A/E and CDB must approve all changes to the CSV subsequent to the initially approved document.
6. **Construction Schedule.** The A/E shall review the schedule for conformance with the contract requirements.
7. **Contractor Stored Materials.**
- A. The A/E shall attest to the existence of any stored materials, its protection and identification in accordance with the Contract Documents by initialing the appropriate item on the Stored Material Log, (SML).
 - B. CDB will compensate the A/E for travel and review time to inspect off-site stored materials at the hourly billable rate for on-site representative up to a maximum of eight (8) hours total. A/E is not required to inspect materials stored at any location which cannot be inspected within this compensation limit. A/E shall reject contractor requests for stored material inspection and payment until such time the contractor moves the material to a location within the compensation limit.
8. **Interpretations.** When requested by CDB or a contractor, the A/E shall provide interpretation of the contract documents. A/E shall prepare and distribute supplementary drawings, specifications and instructions as necessary to communicate the interpretation. A/E shall expedite all interpretations in such a manner as to not adversely affect the project schedule or sequence of work and to avoid the potential for a claim by the contractor.
9. **Claims and Disputes.**
- A. A/E shall record any observed occurrence or work that might result in a claim for a change in contract time or amount. Any disputes or claims shall be referred directly to the

CDB PM. A/E shall enter the claim or dispute into a claims log and provide a current copy of the log to CDB at each monthly progress/pay meeting.

- B. A/E shall review each claim or dispute, including documentation of any time, money or other expenditure made in connection with it. A/E shall provide a written response, interpretation and recommendation for resolution to the claimant and CDB. CDB shall make a final determination on all disputes unless removed to ADR and/or the Courts.
- C. While work is in progress, A/E shall observe, measure and verify costs incurred that are related to the dispute. Immediately notify the CDB PM if additional on-site representation is required to monitor the disputed work.

14.10 Change Orders.

- A. Only the CDB PM can authorize the A/E to prepare a Request for Proposal/Change Order (RFP/CO). The A/E shall prepare an RFP/CO for each contract affected by the proposed change.
- B. The A/E shall prepare each RFP/CO including supplemental drawings and/or specifications to fully describe the change in the work. When requested by the CDB PM, the A/E shall submit a cover letter to the change order package explaining the need for the contract change.
- C. The A/E shall review the contractor's proposal for completeness and conformance with the RFP/CO and contract documents. Where change orders require additional clarification or additional back-up, the A/E shall obtain such information from the contractors prior to forwarding the change order package to CDB.
- D. The A/E shall recommend issuance of a change order to CDB. Recommending issuance shall mean that the A/E has reviewed all quantities, prices and other data in the contractors' proposal and has found such to be reasonable and in conformance with the provisions of the Contract Documents.
- E. When applicable, the A/E shall be responsible for obtaining the signatures of the coordinating contractor and Using Agency representative prior to forwarding the change order package to CDB.
- F. When requested by CDB, the A/E and any consultants shall be required to attend Board meetings to explain any change orders presented for Board approval.

11. Contractors' Record Drawings. The A/E shall observe the contractors' record drawings at intervals appropriate to the construction, or not greater than every thirty (30) days. Notify CDB of any contractor's apparent failure to maintain up-to-date records in accordance with the contract documents.

12. Periodic Site Visits. As a basic service of this agreement, the A/E shall make periodic site visits as set forth herein and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents.

The A/E is required to conduct periodic site visits when contractors are present on the site and installing their respective trade work. Site visits shall be made by appropriately experienced personnel with specific knowledge of the requirements of the project as designed and specified. Unless otherwise agreed, minimum site visits shall be as set forth below for each trade contract

included in the project through substantial completion providing sufficient work is being performed. When minimal work is being performed, the A/E may make one all-inclusive project site visit in addition to the services provided in Article 14.12 B.

<u>Fee Group</u>	<u>Combined Work</u>	<u>General</u>	<u>Combined P Work</u>	<u>ME</u>
A.	1 (Combined General Work shall include demolition, civil and structural work) 2 (CDB or Work shall include electrical, and plumbing systems including, etc.) 3 (CDB or specialty systems, temperature control, building fire alarm etc.)	1 visit/month 2 visits/month 1 visit/month	4 visits/month 3 visits/month 1 visit/month	Combined
B.	Payment and Pay/Progress meetings are a basic service and are not compensable as a reimbursement expense, but are permissible in fulfilling the requirements of Article 14.12 providing:			
	1. Contractors are present on site and installing their respective trade work.			
	2. Observation is provided by appropriately experienced personnel with specific knowledge of the requirements of the project.			
	3. Observation reports are filed in accordance with Article 14.14.			
C.	CDB shall be notified immediately if, in the A/E's opinion, the materials, finishes and/or workmanship does not conform to the contract documents, requires special inspection or testing (beyond the specified requirements), or has been disapproved or rejected by the A/E.			
D.	The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.			

14.13 On-Site Representative.

- A. When included in the agreement as a reimbursable service expense, the A/E may provide one or more representatives on-site to facilitate the progress of the project and report on special conditions and critical installations as delineated herein. The duties of the on-site representative are exclusive of Article 14.12 and are limited to:
1. Observe installation of critical systems or components as set forth in Article 15.
 2. Observe and verify installed quantities of material specified in the project as an allowance.
 3. Observe specified field tests and CDB approved special testing recommended by A/E as a result of observations provided in Article 14.13.
 4. When specifically requested by CDB, or by a contractor with CDB concurrence, provide field clarification of document interpretations issued in accordance with Article 14.8.

5. Observe, measure and verify costs incurred by contractors related to any disputes or claims.
6. Prior to commencing the construction phase, A/E shall submit the name, resume', and DWE for each proposed on-site representative to the CDB PM for approval. CDB shall provide written acceptance or rejection of each person proposed.

14.14 Observation Reports.

- A. A written report shall be submitted to the CDB PM for each site visit made under basic services and each on-site representative's visit. Each report shall be clearly identified as being provided as either a periodic site visit (14.12), or as an on-site representative site visit (14.13). Reports shall be submitted in a timely manner as the construction activity dictates. In no case shall submission interval exceed seven (7) days from the date of the site visit. CDB shall not provide any reimbursement for on-site representative visits without an observation report.
- B. CDB may withhold a portion of the construction phase fee if the A/E fails to provide observation reports as set forth herein.
- C. When directed by the CDB PM, the A/E shall provide copies of reports to the coordinating contractor, assigned contractors and Using Agency representatives.

ARTICLE 15 COMMISSIONING

1. A/E shall specify all tests required for all systems, equipment and devices to be tested. Specify testing procedures as appropriate. A/E shall witness tests, review and evaluate test reports and notify CDB promptly of any deficiencies. A copy of all test results shall be provided to CDB and the Using Agency.
2. A/E shall advise the CDB PM and Using Agency regarding on-site representation for observing specific work critical to the success of the project. A/E shall compile a list of work they have determined to be critical and submit it for CDB and Using Agency review at the 100% completion stage of design. The submittal shall include justification of the need for on-site representation, the A/E staff responsible for observing the work and an estimate of the duration/frequency of the observation with the resulting cost and overall impact on the on-site representation budget as indicated in Appendix A.
3. CDB, A/E and Using Agency will reach consensus regarding the submitted critical work list and advise the awarded contractors of the list at the Pre-Construction Meeting so that the A/E can be sufficiently notified and make arrangements for on-site representation.
4. A/E shall attest that each contractor, as required by the contract documents, perform a thorough and systematic performance test and start-up of their respective work. Each general, mechanical, electrical and fire suppression element and the total system shall be tested in the presence of the A/E, all appropriate consultants, and the Using Agency prior to substantial completion of the project. When requested, and if not previously provided in the contract documents, the A/E shall provide the contractor with all design criteria and system design/operation concepts to facilitate performance testing and start-up.

5. The A/E shall provide a report to CDB and the Using Agency that they have observed the performance testing and start-up process, and that each contractor has demonstrated that all systems comply with the requirements of the contract documents. The report shall include any changes and/or reconfiguration which may have occurred during the performance testing and start-up process.
6. The A/E shall attest that each contractor required by the contract documents provide the specified training of the Using Agency's designated personnel prior to substantial completion. The A/E shall attend the training sessions to observe and provide any input into the operation and maintenance of the systems as designed.

ARTICLE 16 PROJECT CLOSEOUT PHASE

1. **General.** The A/E shall be responsible for certifying the completion of all contracts.
2. **Notification and Preliminary Inspection.** The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If A/E is in agreement with the contractor, notify the CDB PM that a substantial completion inspection meeting is warranted.

The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.

3. **Guarantees, Warranties and Bonds.** At substantial completion, the A/E shall obtain from the contractors and assemble all guarantees, warranties, maintenance data and bonds. Check for coverage, start date and duration in accordance with the contract documents before forwarding to the Using Agency. The A/E shall obtain and deliver to the CDB PM a signed receipt for all materials turned-over to the Using Agency.
 - A. The A/E shall obtain from each contractor a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.
4. **Materials and Equipment.** The A/E shall confirm that all extra materials and equipment specified in the contract documents which are the property of CDB are properly identified, delivered and stored as specified. A/E shall obtain and transmit signed receipts of such deliveries by the contractor to the authorized agency or the Using Agency accepting the delivery. Proper identification shall include the CDB project number, project specification number, description of the item and its purpose for use, name, address and phone number of the contractor that provided the item.
5. **Notification and Final Inspection.** Upon contractor notification, the A/E shall make an inspection of the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the CDB PM that a final acceptance meeting is warranted.
 - A. When the work is confirmed as finally accepted by the A/E and CDB, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.
 - B. The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.

- 16.6 **Contractor Final Payment.** A/E shall process and certify final payment including retention only after all items of the contract are completed. A/E shall ensure that the final pay request package is complete in accord with the contract prior to forwarding to CDB.
- A. A/E shall obtain from the contractor all releases, waivers of lien, and the contractor's final declaration form (CDB Form CFD).
 - B. A/E shall reconcile all waivers and provide a statement of final accounting to CDB when the final waivers are not for the full amount of the subcontract.
 - C. The A/E shall complete a Contractor's Performance Evaluation (CPE) and forward this along with the contractor's final pay request to CDB.
 - D. The A/E shall acknowledge receipt of the contractor's record drawings on the contractor's final closeout package (CFCP) form. This form shall be used as a checklist of the required documentation for closeout and it shall be transmitted with the contractor's final pay request to the CDB PM.
7. **Nine Month Inspection.** CDB will notify the A/E, who shall make arrangements with the Using Agency for an inspection of the contracted work nine months after substantial completion of the project. The A/E shall provide a written report of the inspection to CDB and the Using Agency within seven (7) calendar days. CDB shall notify affected contractor of any corrective action noted in the report.
8. **A/E Closeout.**
- A. Prior to CDB processing A/E's final payment, A/E shall submit to CDB two sets of revised contract documents labeled "Record Construction Drawings," which show all changes reported by the contractor(s), and all changes made by change orders, addenda, and clarifications made by the A/E during construction. Documents shall be submitted in electronic format. One blackline paper copy may also be submitted for use by the Using Agency's on-site personnel. Verify requirement with the CDB PM.
 - 1. A/E shall provide a statement on the cover sheet certifying the following: "With this seal, we do hereby certify that no asbestos-containing materials were specified or approved for the construction identified within these documents."
 - 2. For asbestos abatement projects and other projects that included asbestos abatement, the A/E shall complete an Asbestos Abatement Project Summary Report and forward it to the CDB PM. The report format can be found in the Appendix 5 of the Design and Construction Manual – "Project Manual Workbook for Asbestos, Lead, UST and PCB".
 - B. A/E final payment is dependent upon final resolution of any fee adjustments required of CDB and/or required by the agreement.
 - C. A/E shall submit final payment under letterhead cover addressed to the CDB PM. Cover letter shall indicate that A/E takes no exception to CDB de-obligating un-used reimbursement funds without written modification duly executed by the contracting parties to the value indicated on line 11.K. (Do not pay line) of the Invoice-Voucher Form. A/E shall indicate specific amounts waived in line items B. (Additional Services), E. (On-Site Representative Compensation), and F. (Reimbursable Expenses) as applicable.

ARTICLE 17 CDB DESIGN DISCLOSURES AND CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: A/E certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. **IDFPR Filing.** The A/E certifies the firm has complied with the necessary filing requirements of the Illinois Department of Financial and Professional Regulation, both individually and as a corporation or partnership.
2. **SOS Filing.** The A/E certifies the firm to be in good standing with the Illinois Secretary of State.
3. **Conformance with QBS Act.** The parties to this Agreement hereby certify that this Agreement is made in conformance with the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535/1 et seq.) and further agree that additional selections relevant to this Agreement and subject to that Act shall also be in compliance.
4. **Solicitation of State Employees.** The A/E and consultant(s) 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.
5. **A/E Disclosure.** The A/E shall provide CDB copies the A/E's completed and signed CDB Certifications, and the A/E's completed and signed CDB Disclosure Forms when submitting the signed contract. The Disclosures and Certification forms shall be submitted to CDB electronically as separate PDF documents.
6. **Consultant Disclosure.** The A/E shall submit on the attached Appendix B the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number) of all consultants. For all first tier consultants with a subcontract value greater than \$100,000 to be utilized by the A/E in the performance of this contract and any lower tier consultant with a subcontract value greater than \$100,000 and where the A/E retains the right to approve and/or make payments for work, the A/E shall provide CDB copies of the consultants' completed and signed CDB Certifications, and the consultants' completed and signed CDB Disclosure Forms within twenty (20) days of execution of this contract or of the subcontract, whichever is later. Each of the two documents shall be submitted to CDB electronically as separate PDF documents. The subcontract shall include reference for compliance with Illinois Procurement Code 30 ILCS 500/20-120. The A/E shall promptly notify CDB in writing of any additional or substitute consultants meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and CDB ID nos.). No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the State Purchasing Officer.

17.7 **Endorsements.** This Agreement may be executed in any number of counterparts, each of which may be deemed an original. The following documents and attachments are included in this Agreement:

- A. Documents:
 - 1. Design and Construction Manual dated March 2009
 - 2. Supplement to DCM dated in place at the time of advertisement
 - 3. Standard Documents for Construction dated March 2009
 - 4. Supplement to SDC and SDC-CM dated in place at the time of advertisement

- B. Attachments:
 - 1. Appendix A - Compensation Rates & Schedule
 - 2. Appendix B - Consultants
 - 3. Appendix C - Standard Certifications
 - 4. Appendix D – Standard Disclosures
 - 5. Project Scope/Program Statement

This Agreement, together with the above attachments, constitutes the entire Agreement between the two parties superseding all previous understandings and agreements with respect to this project. Except as provided herein, this Agreement may be amended only by a written instrument signed by both parties.

In Witness Whereof, this Agreement has been duly made by the parties on the date last signed below.

Firm Name: _____	Using Agency: _____
By: _____	BY: _____
Printed Name: _____	Using Agency Authorized Representative
Title: _____	Printed Name _____
Date: _____	
ATTEST: _____	Capital Development Board:
	BY: _____
	Executive Director Date
	Printed Name <u>JimUnderwood</u>
	Project Number: _____
	Contract Number: _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing
tax classification)
medical and/or health care services

Limited Liability Company (select applicable

D - disregarded entity

C - corporation

P - partnership

Corporation NOT providing or billing
medical and/or health care services

Signature: _____

Date: _____

APPENDIX B

A/E'S SUBCONTRACTORS/CONSULTANTS

In compliance with Paragraph 2.7 of this agreement, the A/E submits the following list of proposed subcontractors/consultants to be employed on this project. No changes to this list are to be made without prior approval of CDB Administrator of Contract Administration.

If consultants are not employed on this project please indicate so by inserting the word "None" below.

Subcontractor/Consultant Address	Name &	Discipline	Subcontractor/Consultant Fee (Approx)	If Applicable
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native
FEIN		Prequalification Expires:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Black <input type="checkbox"/> VBE <input type="checkbox"/> Hispanic <input type="checkbox"/> PBE <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian or Alaskan Native

STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

APPENDIX C

STANDARD BUSINESS TERMS AND CONDITIONS

1. **AVAILABILITY OF APPROPRIATION; SUFFICIENCY OF FUNDS:** This contract is contingent upon and subject to the availability of sufficient funds. CDB may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this 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 Vendor 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.
2. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section 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 books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
3. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
4. **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
5. **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
6. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its

destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

7. **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
8. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
9. **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
10. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
11. **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
12. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.
13. **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
14. **CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

15. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
16. **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
17. **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
18. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

A/E Error and Omission Policy Summary

Overview

The Capital Development Board reserves the right to recover from the A/E, through modification to the A/E's contract, all or a portion of the costs associated with change orders issued to correct errors or work omitted in the construction contract documents prepared by the A/E. The amount of the assessment for corrective work shall be the costs incurred by CDB had bids been received upon the drawings and specifications prepared without such errors, ambiguities or omissions. In certain instances, the assessment may also include consequential costs which stem from the error or omission. Acceptance of the A/E's drawings and specifications by CDB shall not relieve the A/E of responsibility for subsequent corrections of its errors or omissions or for the clarification of any such ambiguities in the drawings and specifications.

When the CDB error and omission policy was established, a certain threshold of errors and omissions was determined that would cause a review by the project manager for assessments. The thresholds are: a.) for A/E errors - $\frac{1}{2}$ % of the award; b.) for A/E omissions – 1% of the award; c.) the sum of the error and omission change orders exceeds \$10,000.

We have no plans at this time to change these threshold levels. Application of an error or omission assessment does not constitute a waiver of any other right CDB may exercise under the contract documents. CDB will continue to monitor the situation and consult with the industry if we feel changes are needed to our current policy.

Definitions

Error: An A/E error results from a mistake made while performing an act; something done incorrectly, usually through carelessness. Typical A/E errors include:

1. Incorrect sizing of equipment.
2. Interference of components due to faulty coordination of design error.
3. Suppliers' equipment incorrectly specified and does not match project characteristics such as voltage, color, etc.

Omissions: An A/E omission is where the A/E failed to perform all the required tasks to complete his duties. The distinction between an omission and an error is that an omission is an act not performed, while an error is an act performed incorrectly. Typical examples of an A/E omission are:

1. Failure to show electric service to mechanical equipment.
2. Failure to locate and show all required fire dampers.
3. Failure to include related work in the appropriate specification section.
4. Failure to specify item required or shown.
5. Failure to specify who furnishes and who installs items or equipment.



Centralized Fee Negotiation Professional Services and Fees Handbook

CENTRALIZED FEE NEGOTIATION PROFESSIONAL SERVICES AND FEES HANDBOOK

In January 1996, CDB began the Centralized Fee Negotiation (CFN) process, a new program for the negotiation of professional services and fees. This process was conceptualized through CDB's quality program, to respond to the contemporary needs of CDB and the design industry.

The CFN process was developed to address several issues determined to be key to both parties. These issues include: consistency in fee application, timely negotiation and contract processing, equitable fees for services rendered and negotiating for only those services consistent with the terms of the agreement that are required to achieve the mutually agreed upon scope of work.

This fifth edition of the Professional Services and Fees Handbook has been developed to assist the CDB and design industry in negotiating compensation associated with the 2009 edition of the CDB Professional Services Agreement, (PSA), as well as all required modifications thereto. This handbook has been prepared in accordance with CDB's Centralized Fee Negotiation (CFN) process and professional service compensation policies.

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THE CFN PROCESS

General Information

The CFN process was developed by the Contract Administration Division of CDB and is administered by CDB Contract Executives (CE). The CE is responsible for the negotiation of all Professional Service Agreements excepting those projects designated as an emergency with proper affidavits filed. Most negotiations are handled directly by the CE including emergency projects.

Contract negotiations shall commence immediately upon agreement of the scope of work. For most projects, this means immediately after the project orientation meeting. It is therefore important that the A/E ensures that person(s) with an understanding of the CFN process and with the authority to make financial commitments for the firm be in attendance at all orientation meetings. Fee discussions shall not take place in the presence of the Using Agency or any consultants to the A/E without permission of the A/E.

CDB and the A/E shall first reach consensus on the services required to fulfill the scope of work as agreed to in the orientation meeting before attempting to reach a compensation agreement. Generally, negotiations will begin by CDB presenting for discussion, the projected scope and degree of difficulty of professional services anticipated to fulfill the scope of work, using information obtained prior to the orientation meeting. CDB will also prepare a compensation proposal that is aligned with the projected services and will present it for discussion. This first offer by CDB is meant as a starting point to begin negotiations in the appropriate neighborhood. In some cases when the project scope and scope of services are not easily defined or are complex in nature, CDB may request the A/E submit the first offer by providing an interpretation of the scope, services proposed to fulfill the scope and a proposed fee for the services. The CE will then confer with the using agency and CDB PM to reach consensus on the scope of work as presented by the A/E prior to moving forward with negotiations. In other cases when the project scope and scope of services are not easily defined or are complex in nature, a partial agreement may be written. The method of determining the fee for a partial agreement may or may not be used to determine the balance of a full service agreement.

To ensure the timely delivery of professional service agreements and to maintain timely project delivery, CDB has adopted a policy wherein all contract negotiations shall be completed within forty-five (45) calendar days after the A/E is selected by the Board. Negotiations not completed within this time shall be brought to the attention of the Contract Administration Division Administrator for discussion with the Executive Director. Consequences of not completing negotiations within the 45 day period may include rescinding the A/E's project award.

DETERMINING THE BASIC SERVICES FEE

The determination of compensation for the performance of basic services is through negotiation of fees and services with CDB based on the following criteria:

1. The project type classification.
2. The scope of basic services required to complete the agreed upon project scope.
3. The degree of difficulty of the scope of basic service tasks as applied to the particular project.
4. The proposed project construction budget. (Used primarily as a benchmark reference).

Projects will be classified as either new construction or remodeling. Each classification is broken down into three levels of complexity as described below. Classifications are based upon the nature of the work and not upon classification of the facility.

- Group 1 Most complex, both in design and detail, and will involve complex programs, mechanical systems, code requirements, etc.
- Group 2 Normal or average complexity, may include a combination of more and less complex elements in the scope.
- Group 3 Least complex, projects will be of simple or repetitive construction without any great degree of special finish or design effort. May include projects where equipment purchases comprise a large portion of the construction budget and/or projects where state standard designs, details and/or specifications are provided to the A/E, including site-adapt or design re-use projects.

Project classifications and complexity levels are determined by the Contract Executives prior to the project being advertised for professional services. Classifications are determined by the project scope statement and/or legislative language of the funding appropriation and cannot be changed without consent of the Contract Administration Division Administrator. Complexity levels may be negotiated based on the agreed upon scope of work as discussed at the project orientation meeting.

It is recognized that there can be considerable variance between projects of a similar project budget and/or classification. Table A is a breakdown of the major tasks associated with the basic services described in the Professional Services Agreement (PSA). This table shall be utilized to determine the scope and degree of difficulty of professional services required for a specific project.

The proposed project construction budget is defined in Article 11 of the PSA. Generally, CDB determines the total project budget when the project is drafted and released.

Tables B and C have been provided to illustrate typical base service fees that can generally be expected when the construction cost budget and project classification are known. The variable rates indicated are required by the CFN process which, as previously indicated, also takes into consideration the scope of services required to achieve the project scope. The mid-point in each range represents 100% complexity as indicated in Table A. The CE will present all base fee offers in terms that do not include the CAF. The maximum or minimum fee percentages shown or calculated will not be exceeded.

Remodeling Project Classification

A project will be classified a remodeling type where the primary scope of work is to remodel, renovate, refurbish, repair, replace, upgrade, etc., any existing construction. This classification includes projects that may alter the original function of the existing construction. Some remodeling projects may include minor new construction as defined below. Projects typically classified as remodeling are shown in Table D.

New Construction Project Classification

A project will be classified a new construction type where the primary scope of work is to construct additional space or amenities for a specific purpose as indicated in the project scope. Some new construction projects may include minor remodeling as defined above to facilitate the new construction. Projects typically classified as new construction are shown in Table E.

ADDITIONAL SERVICES

Services required of the A/E that are not provided for as a basic service in the PSA or included in this handbook under reimbursable expenses are customarily referred to as additional services. Additional services may be negotiated into the base services scope of work or listed separately as provided for in Appendix A of the agreement. When this option is exercised, the scope of work for the additional services shall be clearly defined and attached to the agreement. The items listed below are examples of services generally considered as being outside the scope of the basic services provided for in the agreement. This list is not intended to be all-inclusive.

- A. Project programming including determining program activities, space requirements and equipment needs.
- B. Conceptual project cost estimating for purposes of CDB or the Using Agency to obtain present or future phase project funding.
- C. Changes in project scope (See Article 4 in PSA).
- D. Design of alternate bids that enhance the base bid design (See Article 11 in PSA).
- E. Preparation of multiple phase bid packages.
- F. Additional or redundant services made necessary by the default of a contractor (when specifically requested by CDB).
- G. Preparation of addenda due to a change in the project scope or, as a result of CDB failing to provide statutory bid materials in a timely manner.
- H. Environmental impact statements.
- I. Wetland compensation/mitigation design.

- J. Review provided building deficiency database information and provide updated information based on project design and work completed.
- K. Services in connection with public hearings or legal proceedings except where the A/E is party thereto.
- L. Coordination of Asbestos Consultant (When asbestos work is not advertised as a part of the project scope).
- M. Services required to facilitate the Art-in-Architecture program.
- N. Special meetings and/or presentations as pre-approved by CDB.

CONSTRUCTION ADMINISTRATION FEE (CAF)

The CAF is a fee funded through the project budget that is paid to CDB for administering a capital project. Initially legislated in Fiscal Year 1979, the CAF is a critical component of CDB's yearly operating budget. Paragraph 4.4 of the PSA explains how CAF is calculated and paid in A/E contracts.

The CAF amount on A/E contracts is added to the sum of the negotiated base service and additional service fees as indicated on Appendix A of the agreement.

INSURANCE REQUIREMENTS

Refer to Article 5 of the PSA for complete information regarding insurance required for CDB contracts.

The following information is furnished to provide assistance to the A/E in an effort to submit the insurance required in the correct manner acceptable to CDB. This information should be shared with the firm's insurance agent/broker.

- Certificates of insurance must show the specific insurance company affording coverage. Group names such as CNA are unacceptable.
- All insurance must be listed in the firm's name except, in the case of a sole owner.
- Each firm must have automobile insurance. If a firm owns no company vehicles, non-owned/hired automobile insurance must be obtained.
- Proof of insurance is required on a per project basis. Current certificates of insurance shall be furnished by the A/E upon commencement of fee negotiations.
- Commercial General Liability and Umbrella coverage certificates shall name CDB as additional insureds.
- All projects involving environmental and asbestos work must carry the minimum limits of the following on the employer's liability regardless of umbrella coverage:
 - a) \$500,000 Bodily Injury per person
 - b) \$500,000 Bodily Injury per occurrence
 - c) \$500,000 Property Damage per occurrence

Calculating the Professional Liability Insurance (PLI) Limit

CDB will specify the limit of professional liability required for a project. The limit of liability is generally determined by either direct calculation, or by interpreting the potential for liability exposure based on the project scope of work. The PLI limit shall be \$100,000 on any project requiring PLI with a total project budget of \$500,000 or less. The direct calculation method to determine the required PLI for projects \$500,001 to \$25,000,000 is as follows: Total Project Budget x 20%, rounded up to the next \$250,000 (maximum \$5,000,000 in coverage)

For projects \$25,000,001 and above, the PLI shall be determined by interpreting the potential for liability exposure. The A/E is required to carry the PLI coverage indicated in the award notification letter as a basic service to the agreement. The indicated PLI is required at the time the A/E enters into the agreement unless otherwise negotiated. CDB may negotiate a deferment of full PLI coverage as required by the project until such time as there is liability exposure (i.e. construction commences). Reimbursement for premiums for coverage in excess of the advertised minimum may be negotiated into the agreement.

Response Action Contractors Indemnification Act

For projects such as asbestos abatement and leaking underground storage tank remediation, or other projects that involve hazardous pollutants as defined in the Response Action Contractors Indemnification Act (RACIA) 415 ILCS 100/1 et seq. CDB will provide an attachment to the professional services agreement which states that the A/E's liability for hazardous substance and pollutant related claims is acknowledged to be limited by the statute.

DIRECT WAGE EXPENSE (DWE)

Direct Wage Expense is defined as the actual straight time hourly wages paid to employees, exclusive of statutory and fringe benefits, including personal and/or corporate performance/profit bonuses. The DWE rate of any A/E employee or employee of its consultant(s) shall be subject to audit by CDB. Evidence of DWE may be provided through certified payroll register, check stubs, or similar method that clearly indicates actual straight time wages.

A/E OVERHEAD & PROFIT MULTIPLIER RATES

The overhead and profit multiplier applicable to each agreement is indicated on Appendix A to the agreement. Overhead and multiplier rates are a component of the negotiation used primarily to determine the billable rate for on-site observation. Negotiations for compensation of additional services may also incorporate the use of the overhead and profit multiplier.

CDB's standard overhead and profit multiplier is 2.60. The method of calculation for any OH&P rate is illustrated below using the CDB standards.

$$\text{DWE (1.00) + Overhead Rate (1.30) = 2.30 + Profit Markup (13\% or 0.299) = 2.60 OH\&P}$$

CDB's standard multiplier shall be used except when the A/E provides an overhead audit in accordance with the guidelines established herein. Evidence of the audited rate must be provided each time an A/E negotiates an agreement for a project. CDB will accept overhead audits prepared by:

- a) Certified Public Accounting (CPA) firm.
- b) Illinois Department of Transportation

Acceptable overhead audits are subject to the following guidelines:

1. Audit may not be based upon information more than three (3) CDB fiscal years old.
2. IDOT audits may not state that the rate is provisional.
 - a. Only the exact audited overhead rate will be considered. A/E not permitted to add-back expenses not normally included as part of an IDOT audit.
3. Statements provided by an independent CPA firm must clearly indicate the words audited overhead and include the following information.
 - a. Auditor's Opinion
 - b. Copy of the Trial Balance or other source document utilized as basis for the calculation.
 - c. Overhead Calculation
4. Overhead is limited to the guidelines established in Table F, Allowable Overhead Items.

The following formula shall be used to calculate an overhead rate derived by an independent CPA firm's audit of the A/E:

$$\text{Overhead Rate} = \frac{\text{Total Allowable Overhead}}{\text{Direct Labor Dollars (DLD)}}$$

Direct Labor Dollars (DLD), is defined as total wages paid to professional/technical employees for work directly chargeable to clients, less the premium portion of wages paid for overtime and statutory and fringe benefits. For sole proprietorship and partnership firms the DLD for a principal shall be the figure reported as personal income on the individual's federal tax return.

CDB will review its standard Overhead Rate on a yearly basis. Should the review warrant an adjustment to the rate, it will be published in CDB's Professional Services Bulletin. A/E agreements in effect at the time of adjustment will not be amended.

When an A/E submits an audited overhead in excess of the current standard rate (1.30), and that rate is approved for use by CDB's Internal Audit Division, CDB reserves the right to negotiate the profit multiplier.

During the life of the agreement, the A/E may provide updated information regarding its audited overhead for purposes of adjusting the OH&P rate indicated on Appendix A. CDB will provide a written modification to change the rate. The effective date of the rate change shall not be prior to the date CDB was provided the information. All rate modifications must comply with the provisions previously stated above.

PERIODIC SITE VISITS / ON-SITE REPRESENTATIVE

Article 14.12 of the PSA delineates the basic service duties required for periodic site visits which are conducted for purposes of quality control. The minimum visits indicated may be adjusted as a component of the negotiation.

When included in the agreement, CDB may request that the A/E provide one or more on-site representatives to facilitate the progress of the project and report on special conditions and critical installations. The duties of the A/E on-site representative are limited and exclusive of construction phase basic services and are further explained in Article 14.13 and Article 15 of the PSA. It is conceivable and permitted to have more than one person on the site performing work related to both types of project observation.

When required, an allowance for on-site representation compensation will be included in the agreement on Appendix A. This allowance is a budgetary amount agreed upon between CDB and the A/E based on DWE of the anticipated on-site representative (or representatives), the negotiated OH&P rate, the estimated hours required on site and travel hours. The agreed upon budget is payable as services are performed. This budget is not a lump-sum value payable to the A/E regardless of actual hours expended.

For negotiation purposes, CDB will generally base our offer for on-site representation on a reasonably expected DWE times the CDB standard OH&P rate of 2.60. CDB permits separate OH&P rates to be established for the A/E's consultant(s) in the event the consultant's audited rate varies significantly from that of the A/E. CDB will pay the actual DWE of the approved representative(s) times the negotiated OH&P rate. The maximum DWE rate to be utilized, except with asbestos abatement projects, is \$70 per hour. When no DWE is reasonably obtainable for an individual performing on-site representation such as in the event of a principal of the A/E or its consultant(s) performing this service, CDB will negotiate a DWE rate for that individual. The negotiated DWE rate shall not exceed \$70.00/hour.

In preparing the on-site representative budget projection, CDB assumes that on-site representatives are full-time permanent employees of the A/E or its consultant(s). When the A/E anticipates or has made the decision to utilize a full or part-time contractual-type temporary employee, or a consultant specializing in on-site representation, the A/E is required to inform CDB. In this situation CDB will negotiate a lower OH&P rate not to exceed 2.0 times the DWE of the person providing the service, or 2.0 times the billable rate if no DWE is available. This temp rate shall also be indicated in Appendix A of the agreement. Evidence of DWE and Employee Benefits for all full-time permanent employees of the A/E or its consultant(s), including employees not listed on the 255 form, will be required.

CDB on-site representation compensation permits the inclusion of up to three (3) hours travel time to be added to the actual on-site time for each representative. Travel time is payable at the same formula established for the on-site representative. The A/E will be required to reconcile the actual travel time (up to the three hour maximum), for each on-site representative with the CDB Project Manager prior to submitting its first invoice for compensation. The exception to this provision is for those projects where it has been negotiated that the on-site representation shall be full-time (5 days/week). In this instance, no provision for travel time shall be permitted. Base Fee periodic site visits are prohibited from invoicing for travel time.

For projects where it has been agreed that full-time on-site representation is required, CDB retains the right to minimize and/or eliminate the base fee service and roll the requirements of Article 14.12 into Article 14.13. A subsequent reduction in complexity of the basic services as indicated in Table A will be made.

Should the DWE rate of an approved on-site representative change during the life of the contract due to salary adjustments, the A/E shall be entitled to an equal adjustment of the billable rate for each individual affected. The A/E must submit evidence of the adjustment including the effective date, in writing to the CDB Project Manager no later than thirty (30) calendar days after the adjustment effective date. The adjustment shall take effect upon receipt of the notice of the adjustment and shall not be retroactive to any time on-site prior to the notification.

On-site representation compensation, including travel compensation is not payable at any time when principals or employees of the A/E or its consultant(s) are on-site performing basic fee services. This would include, but not be limited to, pay-progress meetings, substantial or final completion inspections, meetings and punch list completion reviews or, participation in any system performance testing, start-up and training meetings as required by Article 15.

DETERMINING PROJECT CONSTRUCTION DURATION

At the orientation meeting, the project team (CDB, Using Agency and A/E), will need to discuss and reach consensus on the construction duration of the project in order to complete the contractual project schedule on Appendix A of the agreement, and to assist in determining the budget for on-site representative reimbursement. Be sure to discuss as many factors as possible that will affect construction duration. The project construction budget alone is not satisfactory in determining construction duration.

Discussions should be realistic and include; complexity of the project design, availability of the site, material procurement duration, season of construction start, and other mitigating circumstances.

NON-ELIGIBLE REIMBURSABLE PROFESSIONAL SERVICE EXPENSES

Non-eligible reimbursable expenses may include, but are not limited to, indirect cost items included in overhead. The items below are not available as a reimbursable expense on CDB contracts.

1. Consultants hired at the A/E's option to perform basic services required by contract.
2. Site surveying, where such is primary to the design effort.
3. Field verification of existing conditions prior to commencement of design.
4. Field verification or electronic conversion of existing drawings provided by CDB or Using Agency.
5. Review document printing, handling and postage, up to 10 sets per review.
6. Bid document printing and postage up to the number of sets specified in Appendix A of the agreement as well as handling and recording distribution of all bid sets.
7. Postage and handling including photocopying of project correspondence, contractor submittals, and documents issued for construction.
8. Record construction drawings.
9. Meals.
10. Lodging.
11. Mileage (when Overhead and Multiplier Rate is added to DWE)
12. Telephone/Cellular Phone/Pager/Answering Service Expense

ELIGIBLE REIMBURSABLE PROFESSIONAL SERVICE EXPENSES

Eligible reimbursable expenses may include, but are not limited to, direct cost items not included in overhead. Reimbursable expenses, when included in the agreement, are shown on Appendix A under item F. The items listed below are examples of expenses that are generally accepted as reimbursable in CDB contracts. This list is not intended to be all inclusive.

1. Sub-soil investigation (soil borings).
2. Design phase material and/or equipment testing.
3. Construction phase material testing (Including site and quality control testing).

4. On-site representation. (Budgeted separately on Appendix A)
5. Site Surveying, where such is secondary to the design effort (legal surveys, aerials, GIS).
6. Review documents in excess of ten (10) sets per review.
7. Bid document printing and postage for sets above what is indicated on Appendix A.
8. Record drawings provided on mylar film in addition to the requirements of Article 16.8. (Differential costs only are eligible).
9. PCM air samples and PLM bulk samples (asbestos projects).
10. Renderings and/or detailed presentation models.
11. Construction phase photography.
12. Roofing or Testing Contractor labor and materials to perform full-depth roof cuts during program analysis phase of roofing project.
13. Contractor assistance and/or equipment rental to facilitate site inspection work including invasive investigation.

PRESENTATION RENDERINGS

All renderings are to be presentation/display types intended to represent the constructed project based on the approved Design Development submittal and shall be issued matted and framed. Overall frame dimension not less than 22" x 28" nor greater than 30" x 42". Top and side mat shall not exceed 3". Bottom mat shall not exceed 4" and shall contain CDB logo, project title and location and A/E name/logo left to right. Glass shall be non-glare type. Medium may be computer generated full color graphic on high quality/resolution paper stock or full color watercolor on not less than 200# board. Oils, pencil/charcoal, colored markers or pen and ink are not acceptable.

Views shall be exterior unless otherwise directed by the CDB PM. A/E shall provide CDB PM with a maquette of the drawing for approval of color, medium and perspective view prior to submitting final rendering. Original renderings shall be submitted to CDB. Additional reproductions may be included for use by others as set forth in Appendix A.

BIDDING DOCUMENTS REPRODUCTION EXPENSES

CDB negotiations will be based on the guidelines set-forth in the table below. Printing and postage for all bid documents in excess of the quantity indicated on Appendix A of the Agreement will be a reimbursable. Handling expenses for all bid documents are not eligible for reimbursement.

<u>A/E Basic Services Fee</u>	<u>Qty. Of Non-Reimbursable Bid Sets</u>
Under \$10,000	0
Up to \$25,000	1 to 5
Up to \$75,000	6 to 15
	(Dependent upon project location)
Over \$75,000	16 to 30
	(Dependent upon project location)

ASBESTOS PROJECT SAMPLE REIMBURSEMENT LIMITS (PCM / PLM / TEM)

CDB has set limitations on certain reimbursables required on asbestos projects. These limits have been established through documentation of real costs as obtained directly from consultants in this industry and our many years of experience through hundreds of projects completed throughout the State of Illinois. Generally, deviations from these limits are not accepted. Rates indicated are inclusive of all equipment and supplies required to perform the work. Laboratory invoice must be attached to all requests for reimbursement.

- A. PCM Air Samples: Actual value of the laboratory invoice not to exceed \$10.00/sample. Air samples shall not exceed the requirements set forth in the Design and Construction Manual Appendix 5 "Project Manual Workbook for Asbestos, Lead, UST and PCB," most current edition.

- B. PLM Bulk Samples: Actual value of the laboratory invoice not to exceed \$10.00/sample. Bulk samples shall not exceed the requirements set forth in the CDB publication A/E Manual of Procedures for Statewide Asbestos Surveys, most current edition. All proposed sampling must be reconciled with CDB. In the event this procedure is not followed, CDB shall only pay for the samples it determines was necessary.
- C. Bulk sample analysis by TEM (Transmission Electron Microscopy) method (EPA/600/R-93/116) / Point Counting Samples: Actual value of the laboratory invoice not to exceed \$45.00 per sample for five (5) days or less turnaround on sample analysis.

Bulk sample analysis by TEM (Transmission Electron Microscopy) method (EPA/600/R-93/116) / for friable/non-friable materials: Actual value of the laboratory invoice not to exceed \$125.00 for five (5) days or less turnaround on sample analysis.
- D. TEM Air Samples: Actual value of laboratory invoice not to exceed \$125.00/sample. Generally, reimbursable only in buildings subject to AHERA rules. (Subject to provisions of A. above).

All air samples are required to be read on-site during the abatement contractor's standard working hours. Additional time for on-site reading is not permitted. Additional reimbursement for reading off-site is also not permitted. This includes labor and travel expenses.

ASBESTOS PROJECT ON-SITE REPRESENTATIVE COMPENSATION GUIDELINES

The DWE values indicated below are the maximum eligible reimbursement for each type of representative. CDB will pay the actual DWE of each individual required up to these maximums times the agreed upon OH&P as indicated on Appendix A of the agreement.

The Air Sampling Technician (AST), shall have at minimum completed the N.I.O.S.H. 582 Course and successfully passed the exam. The AST is not required to be IDPH Licensed as an Air Sampling Professional (ASP). The duties of an AST are calibrating, locating and monitoring air sampling pumps only. An AST is not qualified to read air samples.

<u>Asbestos On-site Representative</u>	<u>Maximum Allowable DWE</u>
Asbestos Project Manager (APM)	\$ 22.00 / hour
Air Sampling Professional (ASP)	\$ 18.00 / hour
Air Sampling Technician (AST)	\$ 15.00 / hour
APM/ASP (Combined)	\$ 27.00 / hour

TABLE A

DIVISION OF BASIC SERVICES COMPENSATION

This table generally illustrates the major tasks associated with the basic services described in the Professional Services Agreement. It is not intended to list every task required. Compensation values indicated reflect a percentage of the fee associated with the effort to perform the task for projects of average complexity regardless of classification. This table assumes projects that will be designed and bid as multiple construction contracts. The values indicated are not intended to be absolute. This table should be utilized as a guide to determine the scope and complexity of the basic services desired to meet the requirements of a specific project.

Total % of Fee	Basic Services Task	% Per Task
11%	PROGRAM ANALYSIS PHASE	
	ORIENTATION MEETING	0.25
	ANALYSIS OF PROJECT CONDITIONS & REQUIREMENTS:	
	Site Investigation / Survey Existing Conditions	6.00
	Program / Scope Review & Analysis with Using Agency/CDB	2.00
	Regulatory Requirements / Code Analysis	0.50
	Environmental Hazard Assessment (Remodeling Projects)	0.5
	REPORT PREPARATION	1.0
	STATEMENT OF PROBABLE CONSTRUCTION COST	0.25
	PRESENTATION / PROGRAM ANALYSIS REVIEW MEETING	0.5
9%	SCHEMATIC DESIGN PHASE	
	SCHEMATIC DESIGN STUDIES	3.0
	Resolution of Building & Site Elements	2.5
	Preliminary Investigation of Architectural/Structural/Civil/MEP Components	2.5
	STATEMENT OF PROBABLE CONSTRUCTION COST	0.5
	PRESENTATION / SCHEMATIC DESIGN REVIEW MEETING	0.5
13%	DESIGN DEVELOPMENT PHASE	
	PREPARATION OF PRELIMINARY DESIGN DRAWINGS & PROJECT MANUAL	6.5
	Fix & Illustrate all Major Materials/Equipment/Systems	5.0
	STATEMENT OF PROBABLE CONSTRUCTION COST	1.0
	PRESENTATION / DESIGN DEVELOPMENT REVIEW MEETING	0.5

34%	BIDDING DOCUMENTS PHASE	
	WORKING DRAWINGS	20.0
	PROJECT MANUAL	10.0
	RECONCILE LOCAL REGULATORY REQUIREMENTS	1.0
	PROGRESSIVE / FINAL STATEMENTS OF PROBABLE CONSTRUCTION COST	2.0
	PRESENTATION/ BIDDING DOCUMENT REVIEW MEETINGS	1.0
<hr/>		
4%	BIDDING PHASE	
	DOCUMENT PRINTING & DISTRIBUTION	1.0
	Distribution Documentation & Submittals	0.5
	PRE-BID CONFERENCE	0.5
	RESPOND TO BIDDER'S INQUIRIES/ ADDENDA	1.25
	ATTEND BID OPENINGS / PROVIDE BID ANALYSIS	0.5
	DISSEMINATE BID RESULTS	0.25
<hr/>		
22%	CONSTRUCTION PHASE	
	PRE-CONSTRUCTION MEETING	0.5
	REVIEW & RESPOND TO CONTRACTOR'S SUBMITTALS AND INQUIRIES	8.0
	QUALITY CONTROL / OBSERVATION OF THE WORK	5.0
	PAY MEETINGS & PAYMENT PROCESSING	5.0
	CHANGE ORDER PROCESSING	1.0
	COMMISSIONING	2.5
<hr/>		
7%	PROJECT CLOSEOUT PHASE	
	PRELIMINARY INSPECTION & SUBSTANTIAL COMPLETION	3.0
	FINAL INSPECTION & ACCEPTANCE	1.5
	FINAL PAYMENT PROCESSING	1.0
	RECORD DRAWINGS	1.0
	NINE MONTH INSPECTION	0.5
<hr/>		

TABLE B
REMODELING PROJECT CLASSIFICATION
BASE FEE COMPENSATION RANGE

CONSTRUCTION COST BUDGET	GROUP 1R FROM TO	GROUP 2R FROM TO	GROUP 3R FROM TO
under \$100,000	10.76 - 16.16	9.92 - 14.88	8.12 - 13.92
\$200,000	10.16 - 15.26	9.31 - 13.97	7.58 - 13.00
\$300,000	9.65 - 14.49	8.80 - 13.20	7.12 - 12.21
\$400,000	9.20 - 13.80	8.34 - 12.52	6.71 - 11.51
\$500,000	8.81 - 13.23	7.96 - 11.94	6.37 - 10.92
\$700,000	8.36 - 12.56	7.50 - 11.26	5.97 - 10.23
\$900,000	8.04 - 12.06	7.18 - 10.78	5.67 - 9.73
\$1,000,000	7.93 - 11.91	7.08 - 10.62	5.58 - 9.57
\$1,250,000	7.76 - 11.66	6.90 - 10.36	5.43 - 9.31
\$1,500,000	7.63 - 11.45	6.76 - 10.16	5.31 - 9.10
\$1,750,000	7.50 - 11.26	6.65 - 9.99	5.20 - 8.91
\$2,000,000	7.40 - 11.12	6.54 - 9.82	5.10 - 8.75
\$2,500,000	7.19 - 10.79	6.34 - 9.52	4.91 - 8.43
\$3,000,000	7.02 - 10.54	6.16 - 9.24	4.76 - 8.15
\$5,000,000	6.54 - 9.82	5.68 - 8.52	4.33 - 7.42
\$7,000,000	6.22 - 9.34	5.36 - 8.06	4.04 - 6.93
\$9,000,000	6.04 - 9.08	5.19 - 7.79	3.89 - 6.67
\$10,000,000	6.00 - 9.02	5.15 - 7.73	3.85 - 6.61
\$15,000,000	5.87 - 8.81	5.04 - 7.56	3.76 - 6.45
\$20,000,000	5.74 - 8.62	4.93 - 7.41	3.69 - 6.32
\$25,000,000	5.62 - 8.44	4.84 - 7.26	3.63 - 6.21
\$30,000,000	5.48 - 8.22	4.72 - 7.08	3.54 - 6.07
\$40,000,000	5.21 - 7.83	4.50 - 6.76	3.41 - 5.84
\$50,000,000	4.95 - 7.43	4.30 - 6.46	3.25 - 5.58
\$100,000,000 and over	3.65 - 5.49	3.22 - 4.84	2.50 - 4.29

TABLE C

NEW CONSTRUCTION PROJECT CLASSIFICATION
BASE FEE COMPENSATION RANGE

CONSTRUCTION COST BUDGET	GROUP 1N FROM TO	GROUP 2N FROM TO	GROUP 3N FROM TO
under \$100,000	10.59 - 15.89	9.75 - 14.63	7.99 - 13.70
\$200,000	9.99 - 14.99	9.15 - 13.73	7.46 - 12.78
\$300,000	9.48 - 14.22	8.64 - 12.96	6.99 - 11.99
\$400,000	9.03 - 13.55	8.19 - 12.29	6.59 - 11.30
\$500,000	8.65 - 12.99	7.80 - 11.72	6.26 - 10.72
\$700,000	8.21 - 12.33	7.36 - 11.06	5.86 - 10.05
\$900,000	7.89 - 11.85	7.05 - 10.59	5.57 - 9.55
\$1,000,000	7.79 - 11.69	6.95 - 10.43	5.48 - 9.40
\$1,250,000	7.62 - 11.44	6.77 - 10.17	5.33 - 9.14
\$1,500,000	7.49 - 11.25	6.64 - 9.98	5.21 - 8.94
\$1,750,000	7.36 - 11.06	6.53 - 9.81	5.10 - 8.74
\$2,000,000	7.27 - 10.91	6.42 - 9.64	5.01 - 8.59
\$2,500,000	7.06 - 10.60	6.22 - 9.34	4.83 - 8.27
\$3,000,000	6.89 - 10.35	6.04 - 9.08	4.67 - 8.00
\$5,000,000	6.42 - 9.64	5.57 - 8.37	4.25 - 7.29
\$7,000,000	6.11 - 9.17	5.27 - 7.91	3.97 - 6.80
\$9,000,000	5.94 - 8.92	5.09 - 7.65	3.82 - 6.55
\$10,000,000	5.90 - 8.86	5.05 - 7.59	3.78 - 6.48
\$15,000,000	5.76 - 8.66	4.94 - 7.42	3.69 - 6.33
\$20,000,000	5.64 - 8.48	4.84 - 7.28	3.62 - 6.20
\$25,000,000	5.52 - 8.28	4.75 - 7.13	3.56 - 6.10
\$30,000,000	5.37 - 8.07	4.63 - 6.95	3.48 - 5.96
\$40,000,000	5.12 - 7.68	4.42 - 6.64	3.34 - 5.73
\$50,000,000	4.86 - 7.30	4.22 - 6.34	3.19 - 5.48
\$100,000,000 and over	3.59 - 5.39	3.16 - 4.74	2.46 - 4.21

TABLE D

**PROJECT TYPES
REMODELING CLASSIFICATION**

GROUP I	GROUP II	GROUP III
<p>Historic Restoration Sewage Treatment Facilities Boiler Conversion Physical Plants Steam Distribution</p>	<p>Building Mechanical / Electrical Systems Fire Alarm Systems Emergency Generator/UPS Systems Energy Management Systems Locking Systems Security Systems Water Supply Systems Waste & Vent Systems Cooling Systems Air Handling Systems Laboratorie s Site Utilities Water Treatment Systems Shower/Toilet Rooms Electric Feeder Cables Electric Distribution Systems Elevators</p>	<p>Windows and Doors Roofing Tuckpointing Waterproofing Paving Exterior/Interior Finishes & Trim Asbestos Abatement Lead Abatement UST Removal Intercom Systems Fire Suppression/Sprinkler System s Carpetin g Structures Demolition Re-Tube Boilers ADA/Life Safety Compliance Upgrades</p>

TABLE E
PROJECT TYPES
NEW CONSTRUCTION CLASSIFICATION

GROUP I	GROUP II	GROUP III
Art Galleries/Exhibit Halls Auditorium/Performance Theater Clean Rooms Communications Building Complex Engineering Projects Developmental Centers Extended Care Facilities Fish Hatcheries Heating/Cooling Plants Hospitals Laboratories (Production & Research) Maximum Security Correctional Facilities Museums Sewage Treatment Facilities	Armories College Classroom Facilities Computer Room/Labs Concession Buildings Convention Facilities Courthouses Day Care Facilities Dietary Facilities/Kitchens /Cafeterias Dormitories Firing Ranges Floating Docks Gymnasium/Recreational Facilities High Voltage Electrical Service/Distribution Laundry Facilities Libraries Medical Office Facilities & Clinics Medium Security Correctional Facilities Office Buildings Police Stations Schools; Elementary Secondary Vocational Sight, Hearing, & Physically Impaired Science Labs (Teaching) Shower Buildings Stadiums Transportation Terminals Visitors/Interpretive Centers Water Treatment Facilities Water Control Structures Recreational Ponds/Lakes	Apartments Cold Storage Facilities Hangers Parking Structures Simple/Repetitive Garages Service Garages Minimum Security Correctional Facilities Shop & Maintenance Buildings Warehouses Pre-Engineered Structures Guard Towers Site work; Water Sewers Roads Fences Walks Parking Lots Park Trails Landscaping Signage Playground equipment Single Family Residences Site Lighting Vault Toilets Park Shelters Historical Monuments Fuel Storage Tanks Water Towers Fixed Piers Boat Ramps

TABLE F

ALLOWABLE OVERHEAD ITEMS

This table is provided as a guideline for purposes of determining an audited overhead rate and to indicate items and/or services normally included as overhead for professional/technical service businesses. An audited overhead rate which is obtained by dividing the total allowable overhead by DLD shall be in accordance with the guidelines established herein in order to be acceptable to CDB.

Salaries:

Principals (not project related)
Clericals (not project related)
Technical (not project related)
Temporary Help (nontechnical)
Recruiting Expenses

Office Facilities

Rents and Related Expenses
Utilities
Maintenance and Repair

Supplies:

Postage
Drafting/CAD Room Supplies
General Office Supplies
Library

Services (Professional):

Accounting
Legal
Employment Fees
Computer Services
Research

Financial:

Depreciation

Equipment Rentals:

Word Processors, Computers,
Typewriters
Bookkeeping
Dictating
Furniture and Fixtures
Instruments
Computer Aided Drafting
Blueprint Machine
Pagers and Cellular Phones

Travel:

All Job Related Travel

Miscellaneous:

Professional Organization
Dues for Principals and
Employees
Licensing Fees
Magazine Subscriptions
Maps and Charts

Services (Non-Professional):

Telephone and Telegram
Messenger Services

Taxes:

Franchise Taxes
Occupancy Tax
Single Business Tax
Unincorporated Business Tax
Property Tax

Insurance:

Professional Liability
Insurance
Flight and Commercial
Vehicle
Valuable Papers
Office Liability
Office Theft
Premises Insurance

Employee Benefits:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick
Pay
Medical Payments
Pension Fund
Insurance – Life (Except
Keyman)
Retirement Plan
Bonus/Incentive Plans

Printing and Duplication:

Specifications (other than for
bidding)
Drawings (other than for
bidding)
Photocopies (Xerox)
Photos

ABBREVIATIONS/ACRONYMS

ACM	= Asbestos Containing Material
ADA	= Americans with Disabilities Act
ADR	= Alternative Dispute Resolution
A/E	= Architect/Engineer
A/E FCP	= Architect/Engineer Final Close-Out Package
A/E Mod	= A/E Contract Modification
A/E-PE	= Architect/Engineer Performance Evaluation
A/E PRB	= Architect/Engineer Payment Request Breakdown
AGC	= Associated General Contractors of America
AGSF	= Architectural Gross Square Footage
AHERA	= Asbestos Hazards Emergency Response Act
AHU	= Air Handling Unit
AIA	= American Institute of Architects
ALD	= Asbestos Litigation Division (Attorney General)
APM	= Asbestos Project Manager
ASHRAE	= American Society of Heating, Refrigeration and Air Conditioning Engineers
ASP	= Air Sampling Professional
AST	= Air Sampling Technician -OR- Above Ground Storage Tank
ATP	= Authorization to Proceed
BAS	= Building Automation System
BHE	= Illinois Board of Higher Education
BIM	= Building Information Management system
BIN	= Bid Information Newsletter
BOCA	= Building Officials and Code Administrators
C-13	= Invoice Voucher
CA	= Construction Administration
CAF	= Construction Administration Fee or Contract Administration Fee
CASS	= Contractor's Affidavit & Sworn Statement
CD	= Construction Documents
CDB	= Capital Development Board
CE	= Contract Executive
CECI	= Consulting Engineers Council of Illinois
CFC	= Chlorofluorocarbon
CFD	= Contractor's Final Declaration
CFN	= Centralized Fee Negotiation
CIBA	= Central Illinois Builders Association
CM	= Construction Manager
CMS	= Illinois Department of Central Management Services
CO	= Change Order
CORR	= Change Order Review Routing form
CPBS	= Contractor's/Subcontractor's Proposal Breakdown Summary
CPE	= Contractor Performance Evaluation
CPL	= Capital Planning Liaison
CPM	= Contract Procurement Monitor (EEC)
CPO	= Chief Procurement Office (EEC)
CSI	= Construction Specifications Institute
CSV	= Contractor's Schedule of Values
DBE	= Disadvantaged Business Enterprise
DD	= Design Development or Deputy Director
DHR	= Illinois Department of Human Rights
DHS	= Illinois Department of Human Services

DOC	= Illinois Department of Corrections
DNR	= Illinois Department of Natural Resources
DWE	= Direct Wage Expense
ED	= Executive Director
EEC	= Executive Ethics Commission
EPA	= Environmental Protection Agency
FBE	= Female Business Enterprise
FCP	= Final Closeout Package
FEIN	= Federal Employee Identification Number
FEP	= Fair Employment Practices
FOIA	= Freedom of Information Act
GC	= General Contractor
GIS	= Geographical Information System
GRF	= General Revenue Fund
GWB	= Guarantees, Warranties & Bonds
HPA	= Illinois Historic Preservation Agency
HVAC	= Heating Ventilation Air Conditioning
IAC	= Illinois Accessibility Code -OR- Illinois Administrative Code -OR- Industry Advisory Committee
ICCB	= Illinois Community College Board
IDOL	= Illinois Department of Labor
IDOT	= Illinois Department of Transportation
IEMA	= Illinois Emergency Management Agency
IEPA	= Illinois Environmental Protection Agency
IS	= Information Systems
JCAR	= Joint Committee on Administrative Rules
JRTC	= James R. Thompson Center (Chicago)
MABB	= Michael A Bilandic Building (Chicago)
M/FBE	= Minority/Female Business Enterprise
MBE	= Minority Business Enterprise
MEP	= Mechanical Electrical Plumbing
MMUR	= Monthly Manpower Utilization Report
NEC	= National Electrical Code
NESHAP	= National Emissions Standards for Hazardous Air Pollutants
NFPA	= National Fire Protection Association
NOA	= Notice of Award
NRO	= Northern Regional Office (Chicago)
NTE	= Not to Exceed
OSFM	= Office of Illinois State Fire Marshal
OSHA	= U.S. Occupational Safety and Health Administration
PA/DD	= Program Analysis and Design Development
PAF	= Personnel Action Form
PBMC	= Pre-Engineered Metal Building Manufacturer's Certification
PBMW	= Pre-Engineered Metal Building Manufacturer's Warranty
PC-2	= Manpower Hiring Form in Bidding Documents (DHR PC-2)
PIO	= Public Information Officer
PIR	= Project Observation Report
PO	= Proceed Order
PM	= Project Manager
PPCB	= Proposed Project Cost Budget form
PQ	= Prequalification
PPB	= Procurement Policy Board
PSA	= Professional Services Agreement
PSB	= Professional Services Bulletin
PSR	= Project Status Report
PT	= Project Technician
QBS	= Qualifications-Based Selection

RFI	= Request for Information
RFP	= Request for Proposal
RFP/CO	= Request for Change Order Proposal
RM	= Regional Manager
RRR	= Request for Reduction in Retainage
RSMC	= Roofing System Manufacturer's Certification
RSMW	= Roofing System Manufacturer's Warranty
RT	= Retention Trust
RTA	= Recommendation to Award
SML	= Stored Material Log
SOB	= Stratton Office Building (Springfield)
SOS	= Illinois Secretary of State
SPO	= State Procurement Officer (EEC)
SRO	= Springfield Regional Office
T & B	= Testing and Balancing
T & M	= Time and Materials
TIN	= Taxpayer's Identification Number
TJR	= FEP Technician Jobsite Report
UST	= Underground Storage Tank
WBE	= Women's Business Enterprise
WC	= Workers' Compensation

Contact Us

Tim Patrick, Construction Administrator

Email: Tim.Patrick@illinois.gov

Phone: 217-782-8532

James Cockrell, RM – Region 2

Email: James.Cockrell@Illinois.gov

Phone: 217-588-4263

Lauren Noll, Deputy General Counsel

Email: Lauren.Noll@illinois.gov

Phone: 312-771-3443

Micaela Vidana, Fair Employment Practices

Email: Micaela.Vidana@Illinois.gov

Phone: 312-814-0989

Sherri Sullivan, Capital Liaison

Email: Sherri.Sullivan@Illinois.gov

Phone: 217-524-0310

Joel Meints, Contracts Administrator

Email: Joel.Meints@Illinois.gov

Phone: 217-557-3971

Greg Swanson, Architect

Email: Greg.Swanson@Illinois.gov

Phone: 217-524-2426

Jeromy Bishoff, Civil & Structural Engineer

Email: Jeremy.Bishoff@Illinois.gov

Phone: 217-524-0564

Linda Norbut Suites, Art-in-Architecture

Email: Linda.Norbut.Suits@Illinois.gov

Phone: 217-494-7271