



# Capital Development Board

Building a Better Illinois

# **PROJECT MANAGEMENT TRAINING FOR CONTRACTORS**

June 2023

Doing business with the State of Illinois Capital Development Board

# Project Management Training for 2023

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# CDB Overview

# 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



# Agency Information

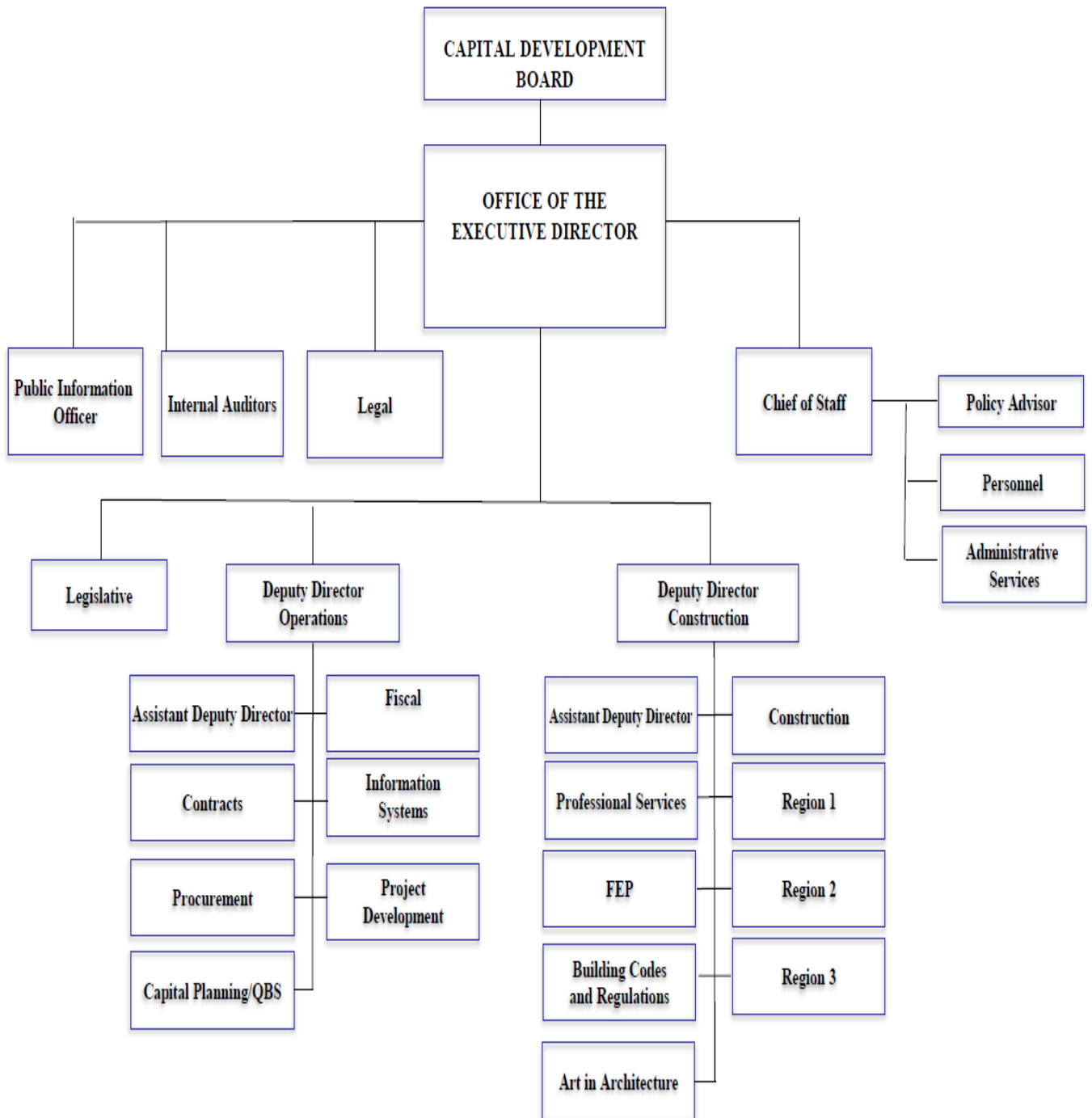


**Capital  
Development  
Board**

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).**

# 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 Teegarden  
Dan Troglio

Dixon Office  
Jason Wiseman

Ottawa Office  
Vacant

Macomb Office  
Vacant

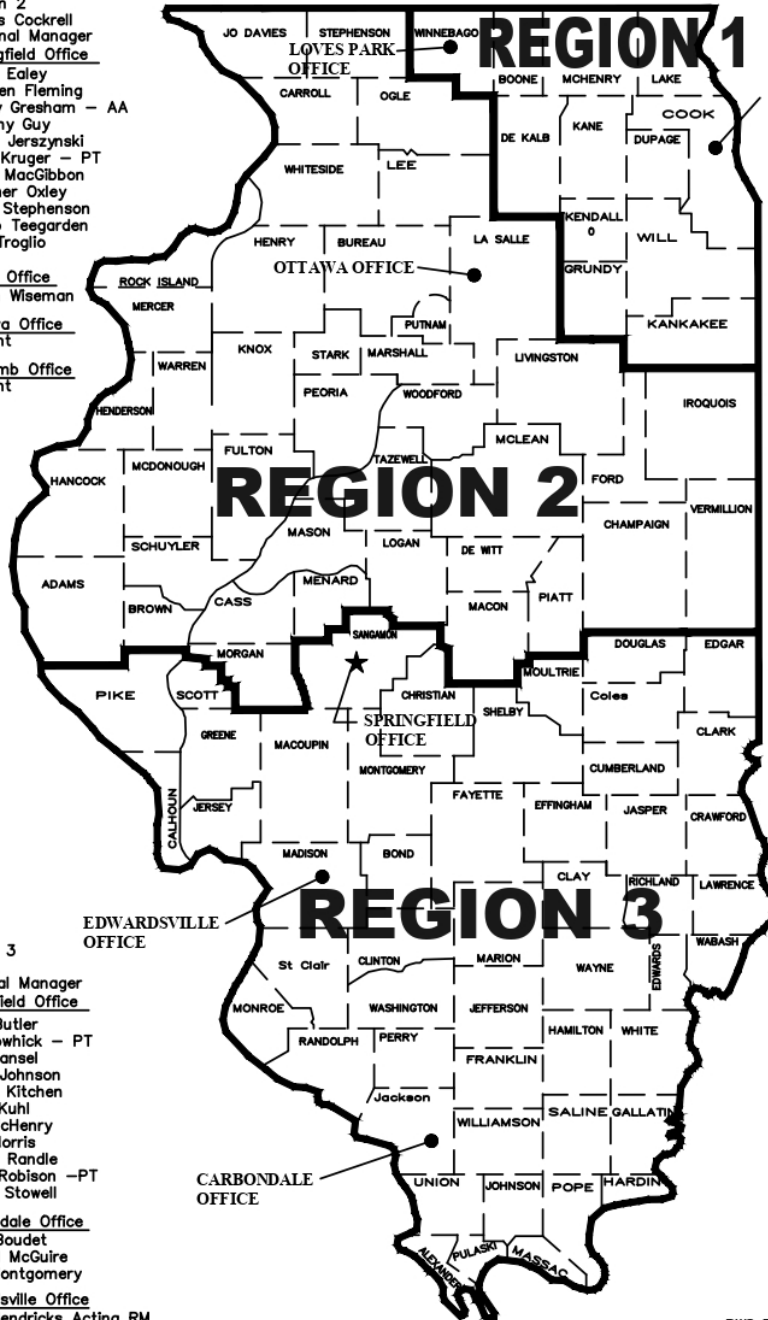
**Region 3**

Vacant  
Regional Manager  
Springfield Office

Craig Butler  
Jeff Cowhick – 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



**CHICAGO OFFICE**

Region 1  
Vacant  
Regional Manager  
Chicago Office  
Abraham Allen – PT  
Darnell Barnes  
Mark Jones  
Nia Jones  
Michael Klepitsch  
Natasha McDade  
Leonard McGee  
Keith Moore  
Blanca Rivera  
Nicole Scott  
Charia Travis  
Chima Uwanamodo Acting RM  
Penny Varnana  
Kenneth Watkins  
Allison White  
Emilja Zgonjanin

Loves Park Office  
Vacant

BWS REVISED 6/7/2023  
1Region 123 6/7/2023



# Agency Information



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# Agency Mission

- Efficiently manage the vertical construction projects and capital planning in Illinois for State Agencies and Higher Education Institutions
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- Provide a fair and inclusive environment to support diversity efforts in the design and construction industries




# **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

## 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 Implementation Update

Is there a cost associated for Vendors to use:

There will be no licensing cost to Vendors to use the platform

- Are you required to use eBuilder:
  - o Yes, you will be required to use it for processes that are ready to use.

# e-Builder Look Ahead

## Training sessions for General Contractors (Awarded GCs)

Date	Time (CST)	Webex Link
July 17	1-3PM	<a href="https://illinois.webex.com/illinois/j.php?MTID=m52431d7271cade9e09097e6caf977cd0">https://illinois.webex.com/illinois/j.php?MTID=m52431d7271cade9e09097e6caf977cd0</a>

# 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: Additional Information

Illinois Works Jobs Program Act  
Apprenticeship Initiative, 30 ILCS  
559/20-20

DCEO's Administrative Rules (14 Ill.  
Adm. Code 680)

Division 00 43 44 of the Project Manual

Section 00 43 44 of the Supplement to  
the Standard Documents for  
Construction

Paragraph 2.8 of the Design and  
Construction Manual Supplement

Professional Services Bulletin

# Illinois Works Jobs Program Act Amendments HB2300

For contracts executed after the effective date of the amendatory Act and before January 1, 2024, at least 25% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of the Illinois Works Preapprenticeship Program, the Illinois Climate Works Preapprenticeship Program, or the Highway Construction Careers Training Program.

For contracts executed on or after January 1, 2024, at least 50% of the labor hours of each prevailing wage classification performed by apprentices shall be performed by graduates of one of those programs.

DCEO is required to maintain a list of graduates of the Illinois Works Preapprenticeship Program, which is to be made available to vendors.

# Illinois Works Apprenticeship Initiative: Requirements

- Budget Supplement - estimated hours for each prevailing wage classification
  - Required within 10 calendar days after ATP (contractors) or with insurance (A/Es)
- Monthly reports - actual hours worked, including apprenticeship hours, are submitted to CDB's FEP Unit
- Waivers – includes reductions of the goals
  - May be requested at anytime
  - DCEO makes determination
- Certification of Compliance - required at final completion (contractors) or close-out (A/Es)



# Construction Contracts

Contractor fills out ILW Budget Supplement and returns to FEP Compliance Tech and ILW Admin.

- Requested after ATP.



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

- If ILW does not



Upon project completion, Contractor must submit a Certification of Completion along with Final CSV



### Illinois Works Apprenticeship Initiative Reporting Form

1. Organization Name				2. FEIN Number				3. DUNS Number			
4. State Construction Agency awarding the contract				5. Project Start Date				6. Project End Date			
7. Project Number				8. Estimated Total Project Costs				9. Estimated Total State Contribution*			
10. Contract Number				11. Contract Amount				9a. *If the Estimated Total State Contribution is less than 50% of the Estimated Total Project Cost, then the apprenticeship goal only applies to the State contribution. Please check box if that is the case:  <input type="checkbox"/> 10% applies to State contribution only			
12. Reporting Period:	Start Date			End Date							
Prevailing Wage Classification <sup>1</sup>	Total Hours for Classification in Reporting Period	Total Apprenticeship Hours for Classification in Reporting Period	% of Apprenticeship Hours	Total Hours for Classification YTD	Total Apprenticeship Hours YTD	% of Apprenticeship Hours YTD	Total Estimated Hours <sup>2</sup>	Applicable Apprenticeship Goal (10% unless reduction or waiver granted by DCEO)	Date DCEO approved reduction or waiver of the Apprenticeship Goal, if applicable		

<sup>1</sup> Please provide information in this chart for the entire contract if the apprenticeship goal applies to the entire project. Provide information for only the state contribution if the apprenticeship goal applies only to state appropriated capital funds and the box in 9a is checked.

<sup>2</sup> Please provide the total number of estimate hours as submitted on the Illinois Works Jobs Program Act Apprenticeship Initiative Budget Supplement.



# Delivery Methods



- 
- **Multiple Prime**
  - **Single Trade**
  - **Single Prime**
  - **Design-Build**
  - **Construction Management**
  - **Design Assist**
  - **Small and Emergency Projects**



# Multiple Prime

- **An architect/engineer (A/E) is selected and works to develop the design drawings and a bid package for each applicable subdivision/trade of work (plumbing, heating, ventilation, electric, general, fire sprinkler) on the project.**
- **When the project is fully designed, each trade is put on the street for contractors to bid on separately.**
- **Contracts are awarded to the successful responsible and responsive low bidder in each subdivision/trade of work.**





# Single Trade

- **An architect/engineer (A/E) is selected and works to develop the design drawings and a bid package for the single trade.**
- **When the project is fully designed, the trade is put on the street for bidding.**
- **Contract is awarded to the successful responsible and responsive low bidder.**
- **A project is single-trade when the work is heavily one trade only and the other trades are less than \$100,000 in value on the bid cost estimate.**

# Single Prime with Protected Subs

- **The protected subcontractor concept is unique in State Procurement Delivery.**
- **Project can be of various sizes of construction budgets in value to utilize this tool.**
- **Fosters strong teamwork**
- **Reduce change orders**
- **Limits claims**
- **Meets schedules**

# Design Build

Works under a single contract to provide design and construction services.

- **Bridging firm is selected to assist with preliminary design and development of the request for proposals.**
- **Bridging firm works with CDB and the user agency to *develop the project scope and performance criteria.***
- **CDB then incorporates this information into a *request for proposals*, which is published for design-build teams to respond with proposals.**
- **The selection process attributes *75% of the weighted selection criteria to technical evaluation factors, such as quality, experience, performance, and compliance with project objectives, and 25% of the weighted selection criteria to the total project cost and schedule.***

# Design Build

One entity - the design-build team - works under a single contract to provide design and construction services.



**Awards**



**Schedule**



**Design-Build Contract**



**Design-Build Standard Documents**



# Construction Management

- **CM & A / E**
- **Owner**
- **General Contractor**
- **MEP Contractor**
- **Subcontractors**
- **Design \$ Construction \$**
- **Schedule and Quality Assurance**
- **Constructability and Estimating Reviews**
- **Field Management**
- **CDB holds the construction contracts.**

# Design Assist

- **Design-Assist is leveraged for emergency projects, both small and large, when there is no time to prepare an abbreviated specification and critical life safety issues exist**
- **CDB hires an architect/ engineer and construction contractor at the same time to move forward concurrently with the design and construction of the project**
- **This delivery method helps to facilitate expedited construction and is limited to emergency projects.**

# Small and Emergency Projects

- **Emergency Projects come in all sizes but are primarily used to address immediate life and property issues that cannot wait for traditional design, bidding, and contract awards.**
- **Small projects as defined in the small and emergency project manual are managed depending on the dollar value in a variety of ways subject to the key point of all work being under \$100,000 in value.**

# Related Project Quality Tools



Commissioning



BIM  
(Building Information  
Modeling)



Additional A/E observation  
services



LEED (Leadership in Energy and  
Environmental Design)



# Commissioning

- ★ What is Commissioning?
- ★ Core Business Component
- ★ LEED certification
- ★ Value

# Commissioning

Building commissioning is a field for consideration on State of Illinois projects

- More and more architectural and engineering firms are including commissioning services as a core business component
- For the most part, building commissioning is a term associated with new construction projects as a process of ensuring that new buildings and their systems perform as designed
- Commissioning is integrated into the construction process to ensure that owners and investors get good buildings for their investments
- It is a required part of the LEED certification - whether done internally by the original design firm or provided by a third-party commissioning agent
- Commissioning on renovation projects also provides excellent value in the review of the building envelope and MEP systems

# A/E Observation Services (Additional)

## References to Technical Specifications

- ★ Observer serves as a representative for the Owner
- ★ Independent firm to provide services
- ★ Report submittals
- ★ Contractor assistance
- ★ Contractor notification



# Project Tools

## **BIM**

### **(Building Information Modeling)**

- Process involving the generation and management of digital representations of physical and functional characteristics of a facility
- The resulting building information models become shared knowledge resources to support decision-making about a facility from earliest conceptual stages, through design and construction, through its operational life and eventual demolition



## LEED

### (Leadership in Energy and Environmental Design)

- This tool consists of a suite of rating systems for the design, construction and operation of high-performance green buildings, homes and neighborhoods
- The State of Illinois requires LEED certification for all new construction at CDB for facilities over 10,000 sq. feet
- LEED certification for renovation projects is required when the project is renovating over 40% of the replacement cost of the facility

# Project Tools



- ❑ BIM (Building Information Modeling)
- ❑ Digital Representation
- ❑ Shared Knowledge Resources

# Project Tools



LEED

(Leadership in Energy  
and Environmental Design)

# Key Project Management Tools

FEP goals

Stored Material Logs (SML)

Lien Waivers (Prime and Subcontractor)

CPM Schedules (Critical to Success)

Contractor's Schedule of Values (CSV's)

Electronic Payments (30 days)

CPO (Chief Procurement Office)



# Blue Ribbon Tools



# Prequalification

Two types of designations vendors will encounter at CDB:

1. Prequalification - the process that CDB uses to verify that vendors meet requirements to be able to contract directly with the CDB. Some consultants, subconsultants also may need to be prequalified. Subcontractors (which are referred to as "protected subcontractors") included with the Single-Prime must also be prequalified
2. Vendor Registration - for subcontractors, consultants and material suppliers that do not wish to be prequalified and bid directly with CDB. Subcontractors are not required to be prequalified
  - Both Prequalification and Registration are active for three years

# Prequalification

- Firms must be prequalified the day PRIOR to bidding or providing submittals for selection
- Prequalification processing of applications may take up to 45 days or longer, provided a "complete" and "accurate" application is received. Incomplete, insufficient, or inaccurate information will cause delays in processing. Vendors are urged to prequalify as soon as possible

# Prequalification's Application

Three different types:

- Architect/Engineer
- Contractor
- Construction Manager/  
Program Manager

# Contractor



Prime Contractor wishing to contract directly with the CDB



Subcontractors who will perform work as a Protected Subcontractor as defined for the Single Prime Delivery method also required to Prequalify

# Who Needs to be Prequalified as a Construction Manager/Program Manager?

**Tier 1:** Construction Managers and Program Managers with experience in projects valued at \$5 million to \$15 million

**Tier 2:** Construction Managers and Program Managers with experience in projects valued at a minimum of \$15 million

# Prequalification's Application

Documentation associated with the application:

- Contractor: Non-Residential Experience, Bonding Capacity, Reference
- SBE, SOS, IPG, which includes Financial Disclosure information, and licenses specifically for specialties such as Asbestos, Plumbing and Lead Abatement

[www2.illinois.gov/cdb](http://www2.illinois.gov/cdb)

## Vendor Registration and Prequalification

CDB offers opportunities for firms to design, construct, and perform construction program management services on projects throughout the State of Illinois. Vendors must be prequalified prior to bidding or providing applications for selection. The processing of prequalification applications may take up to 45 days; therefore, firms are urged to prequalify now for upcoming projects associated with the Capital Bill.

### [IPG Mandatory with Prequalification](#)

**Please note: Prequalification and registration are not the same. If you are currently registered as a subcontractor but intend to submit a bid for a project as a prime contractor, or as a participant on a single prime project as a designated "protected subcontractor," then you must apply for prequalification approval.**

There are three types of prequalification applications. Please download the form(s) applicable to the services you wish to bid on.

- [Architect/Engineer](#)
- [Contractor](#)
- [Construction Manager/Program Manager](#)

For assistance with prequalification, please email [CDB.VendorReg@Illinois.gov](mailto:CDB.VendorReg@Illinois.gov)



# Bidding Process

## Capital Development Board and Chief Procurement Office for the Capital Development Board

Public Bid Opening WebEx available: [CDB Bid Opening - Webex](#)

**00 11 13**  
**Advertisement for Bid**  
**Single Prime**

BIDDING & CONTRACT REQUIREMENTS  
**00 11 13 – Advertisement for Bids**

The State of Illinois, Capital Development Board (CDB) will receive sealed bids for:

CDB PROJECT #: (\* )  
TITLE: (\* )  
LOCATION: (\* )  
USING AGENCY: (\* )  
COUNTY: (\* )

PROJECT DESCRIPTION: (\*A/E: Provide a brief project description to give potential bidders information to help them decide if they wish to request plans; 40 words maximum. Remember that trades and cost ranges below will provide some information.)

Single Prime Delivery Method:

**Either the Single Prime Bidder or a protected subcontractor must be listed for each trade provided on the Bid Form. Only one protected subcontractor may be listed for each trade. Failure to identify the name and bid proposal cost of each listed protected subcontractor on the provided Bid Form or providing more than one protected subcontractor for each trade will be a material deficiency (no time will be allowed after bid opening to remedy deficiency) and will result in the rejection of the bid. All protected subcontractors listed must be prequalified with CDB in accordance with CDB Standard Documents for Construction, Article 00 21 05.**

<u>TRADE</u>	<u>COST RANGE</u> (*see below)	<u>BID DATE/TIME</u>
GENERAL	under \$ _____	(*MO/DAY/YR)(5:30 pm)
PLUMBING	under \$ _____	(*MO/DAY/YR)(5:30 pm)
HEATING	under \$ _____	(*MO/DAY/YR)(5:30 pm)
VENTILATION	under \$ _____	(*MO/DAY/YR)(5:30 pm)
ELECTRICAL	under \$ _____	(*MO/DAY/YR)(5:30 pm)
ASBESTOS ABATEMENT	under \$ _____	(*MO/DAY/YR)(5:30 pm)
(*OTHER)	under \$ _____	(*MO/DAY/YR)(5:30 pm)

**SPECIAL BID INSTRUCTIONS:**

Due to the COVID-19 Emergency, bids will **only** be accepted via mail or email. No In-Person submittals of bids will be allowed. Bid modifications will **only** be accepted via email. No faxed bid modifications will be allowed.

All bids will be received at the CDB Springfield Office **only**. No bids will be received at the CDB Chicago Office or CDB Carbondale Office, and any packages mailed to the CDB Chicago Office or CDB Carbondale Office **will not** be forwarded to the CDB Springfield Office, and will be considered disqualified.

**TO SUBMIT BIDS VIA MAIL:**

Mail bids to:

ILLINOIS CAPITAL DEVELOPMENT BOARD  
401 SOUTH SPRING STREET  
THIRD FLOOR, WILLIAM G. STRATTON BUILDING  
SPRINGFIELD, IL 62706

CDB bid envelopes can be used to mail bid documents to CDB Springfield if bidding firms have access to them. Otherwise, the CDB Project Number, the Trade, and the Bid Date should be included on the outside of the mailing envelope.

Bids can be sent via the US Post Office, UPS, or FEDEX, and should be sent **without** a signature required at delivery. Mailed bids will be considered on-time if the package is in CDB's mail received

- Upload your file
  - The file size is limited to 2 GB
  - Only 5 separate files may be uploaded
    - You may upload a zip file if necessary
- Enter the appropriate bid modification information in the “File Transfer Email Subject (Optional)” box
  - Subject: Bid Modification from (Company) for (CDB Project Number) – (Trade) – (Bid Date)
    - Subject: Bid Modification for XYZ Contractors for 805-030-020 – GENERAL – 5/6/2020
- Enter the appropriate email body information in the “Message to Recipient (Optional)” box
  - Full company name (as prequalified with CDB)
  - Company mailing address
  - Contact name
  - Contact email and phone number
  - CDB Project Number
  - Trade
  - Bid Date
  - NO pricing information should be included.
- If you are submitting your bid modification more that 5 days prior to the “bid opening” date please select “Advanced Options” and select the appropriate number of days for the document to remain on the servers
  - You have the option of 5 days, 10 days, or 15 days
- Please check the “I acknowledge that I have read and understand this warning” box located towards the top of the form.
- Click “Send It”
- The email confirmation will provide you with a link to the downloaded file
  - This site will show how many times the file has been downloaded

Emailed bid modifications will be considered on-time if uploaded prior to 5:30pm on the evening of the bid receipt deadline.

**BID OPENING:**

The public bid opening will be conducted on FRIDAY, (Month) (Day), 2020 at 10:00 am prevailing time via WebEx.

Contractors interested in attending the public bid opening may attend virtually by using the following meeting information:

When it's time, join your WebEx meeting here.

Meeting website: <https://globalpage-prod.webex.com/join>

Meeting number (access code): 133 078 7209

Meeting password: afMheZui738



BIDDING & CONTRACT REQUIREMENTS

**00 11 13 – Advertisement for Bids**

Join by phone

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

+1-415-655-0002 US Toll

Meeting participants will not be able to ask questions either verbally or via the meeting's chat feature.

Minority, Female & Veteran Business Subcontractor/Supplier Participation is (*\*Applicable*)(*\*Not applicable*)

Obtain Plans From: (*\*A/E FIRM NAME, ADDRESS, PHONE*)

Refundable Plan Deposit:(*\*\$*)

Pre-Bid Meeting (*Not Mandatory*): (*\*date, time, location*)

(Mandatory Pre-Bid Meeting For All Prime Bidders: ) (*\*date, time, location*) (*\*A/E consult PM, Mandatory Pre-bid Justification required*) (*\*Justification, please select all that apply: A mandatory pre-bid meeting is required due to; (1) the unique nature of this project; (2) the complexity of this project; (3) unique site features; (4) the size and scope of the project; (5) restricted access to the job site; (6) being an emergency project. Brief Explanation:\**)

INFORMATION TO BIDDERS:

- A. Prequalification. Bidders and protected subcontractors must be prequalified with CDB; allow 45 days for application processing. For an application and a copy of CDB's Standard Documents for Construction (applicable to this project), visit CDB's Website [www.illinois.gov/cdb](http://www.illinois.gov/cdb) or phone 217/782-6152 (TDD 217/524-4449).
- B. MBE/FBE/VBE. MBE/FBE/VBE firms must be certified or registered with CMS as an MBE, FBE, or VBE prior to bidding.
- C. Prevailing Wage. 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).
- D. Registration with the Illinois Procurement Gateway (IPG). Vendors may pre-register with the IPG and receive a vendor registration number. The IPG is a web based system that serves as the primary location for entering, organizing, and reviewing vendor information. The IPG allows prospective vendors to provide disclosures, registrations, and other documentation needed to do business with the State in advance of any particular procurement. Registration in the Illinois Procurement Gateway is optional.
- E. Certifications and Disclosures. Vendors must have an approved Illinois Procurement Gateway registration number and completed Form B, or submit the Standard Certifications and Disclosure Form(s) (Form A) with bid at time of submittal. Failure to provide a completed Form A standard certifications and financial disclosure or Form B, be registered with the Illinois Procurement Gateway, will result in rejection of bid.
- F. Subcontractors. You are also required to submit disclosure forms and standard certifications for subcontractors not considered incidental to the performance of the contract with an annual value over \$50,000 within 20 days of execution of your contract with CDB or execution of the contract between you and your subcontractor, whichever is later. A valid IPG registration number can be provided in lieu of hard copies of the standard certifications and financial disclosure forms. (See D. above.) Subcontractors must receive an Authorization to Proceed prior to performance of any work.
- G. Supplement to SDC. Bidders are advised to review Article 01 11 01, Supplement to SDC, for any revisions to the Standard Documents for Construction.
- H. Progress Payments. Progress payments will normally be issued by the Illinois Comptroller within 30 business days after CDB receives and approves an Invoice-Voucher.
- I. For Single Prime Delivery Method Projects: Any reference in the Specifications and the Drawings for Multiple Prime Trades shall be considered as the Prime Bidding Trade.
- J. Bid Protest. Bidder may submit a written protest to the Protest Review Office following the requirements of the Administrative Rules, 44 Ill. Adm. Code 8.2075. For protests related to specifications, the Protest

BIDDING & CONTRACT REQUIREMENTS

**00 11 13 – Advertisement for Bids**

Review Office must physically receive the protest no later than fourteen (14) days after solicitation or related addendum was posted to the Bulletin. For protest related to rejection of individual bids or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. To reach the Protest Review Office:

Chief Procurement Office  
Attn: Protest Review Office  
401 South Spring Street  
Suite 515 Stratton Office Building  
Springfield, IL 62706

**In order to ensure timely recognition of your protest,  
please email the protest to the Protest Review Office at:  
[EEC.LegalStaff@Illinois.gov](mailto:EEC.LegalStaff@Illinois.gov) and cc: [CDB.CPO@Illinois.gov](mailto:CDB.CPO@Illinois.gov)**

Facsimile: (217) 558-1399

CAPITAL DEVELOPMENT BOARD

Jim Underwood  
Executive Director

(\*Name)  
Project Manager  
(\*Area Code & Phone Number, e-mail address)

\* Suggested cost ranges for table on front are:

Under \$ 12,500	Under \$ 1,000,000
Under \$ 25,000	Under \$ 1,500,000
Under \$ 50,000	Under \$ 2,000,000
Under \$ 100,000	Under \$ 2,500,000
Under \$ 150,000	Under \$ 3,000,000
Under \$ 200,000	Under \$ 3,500,000
Under \$ 250,000	Under \$ 4,000,000
Under \$ 300,000	Under \$ 5,000,000
Under \$ 400,000	Under \$ 6,000,000
Under \$ 500,000	Under \$ 7,000,000
Under \$ 600,000	Under \$ 8,000,000
Under \$ 700,000	Under \$ 9,000,000
Under \$ 800,000	Under \$ 10,000,000
Under \$ 900,000	Under \$ 11,000,000

Talk to your project manager for suggested cost ranges over \$11,000,000.



**01 11 00**  
**Project Summary**  
**Single Prime**

DIVISION 1 - GENERAL REQUIREMENTS  
**01 11 00 – Project Summary**

1. **STANDARD DOCUMENTS FOR CONSTRUCTION:** CDB's (\*2009) edition of the Standard Documents for Construction (SDC) and the Supplement to Standard Documents for Construction (Section 01 11 01) shall apply to this project.

2. **GENERAL PROJECT INFORMATION:**

**A. DESCRIPTION:**

**B. EXISTING CONDITIONS:**

**C. RELATED WORK**

**1. WORK BY OTHERS:**

**2. FUTURE WORK:**

3. **CONTRACT TIME:** Refer to Articles 00 72 10 and 01 32 00 of the Standard Documents for Construction.

The contractor shall complete all work through Substantial Completion in accord with the contract within (\*)\_\_\_\_\_ consecutive calendar days from the date of the Authorization to Proceed and shall complete all remaining work in accordance with the contract (Final Acceptance) within (\*)\_\_\_\_\_ consecutive calendar days from the date of Substantial Completion.

\* \* \* **OR** \* \* \*

SPECIAL NOTICE - DEADLINE FOR COMPLETION. Contractor shall commence work immediately upon receipt of the Authorization to Proceed and shall complete all work through Substantial Completion in accord with the contract no later than (\*)\_\_\_\_\_, 20 (\*). The contractor shall complete all work in accordance with the contract (Final Acceptance) within (\*)\_\_\_\_\_ consecutive calendar days from the date of Substantial Completion.

\* \* \* **OR** \* \* \*

SPECIAL NOTICE - DEADLINE FOR COMPLETION (LAPSING FUNDS). Project funds lapse at the end of the current fiscal year. Contractor shall commence work immediately upon receipt of Authorization to Proceed. All work shall be completed in accordance with the contract and ready for final acceptance and payment no later than August 15, 20 (\*). Claims for payment for work performed made after that date shall be submitted to the Court of Claims.

4. **CONTRACT(S).** Construct project under single prime contract. All work shown on the bidding documents is the responsibility of the contractor, regardless of the trade or specialty involved.

\* \* \* **OR** \* \* \*



(\*Option 2) The Bid Preference for Illinois Businesses does not apply to this project. The project will be funded, at least in part, with federal funds and federal requirements may conflict with this bid preference.

11. **LIQUIDATED DAMAGES:** (*\*OPTIONAL PARAGRAPH*) Per Article 00 72 75 of the Standard Documents for Construction, liquidated damages in the amount of (\*\$ amount) per working day per contract beyond the scheduled completion date may be assessed by CDB.
12. **SITE SECURITY.** (*\*OPTIONAL PARAGRAPH*) The work will be performed in a secured institution. Article 01 35 54 of the Standard Document for Construction applies.
13. **PROJECT IDENTIFICATION SIGN:** (*\*OPTIONAL PARAGRAPH*) The (\*coordinating or designated) contractor shall provide and maintain the project identification sign in accordance with Article 01 58 00 of the Standard Documents for Construction.
14. **FIELD OFFICES:** (*\*OPTIONAL PARAGRAPH*)
  - A. Coordinating contractor provide and maintain a field office in accordance with Article 01 52 00 of the Standard Documents for Construction.
  - B. See Related Requirements:
    1. Section 01 51 50 Use of Existing Facilities
    2. Section 01 51 00 Temporary Utilities
15. **VALUE MANAGEMENT.** The value management program is applicable to this project.
16. **EXCESS FACILITY CHARGES.** (*\*OPTIONAL PARAGRAPH*) Charges by a municipality or utility company to provide permanent services to the project service point will be subject to a utility agreement between that party and CDB. The contractor shall not include these excess facility charges in their bid.
  - A. Charges by a municipality or utility company to provide temporary services to the project will be the sole responsibility of the designated contractor, noting that temporary services shall be limited to those necessary for construction purposes only, not including those necessary to test or operate permanent systems, unless specifically stated otherwise.



**00 41 00**  
**Bid Form For**  
**Single Prime**

**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 (\$\_\_\_\_\_)

RETURN WITH BID

Note: Any qualifying or conditional statements included on the bid form or attached to the bid form may result in rejection of the bid unless rescinded by the bidder.

SINGLE PRIME BID REQUIRED INFORMATION:

List all protected subcontractors, CDB Prequalification ID numbers, and their bid proposal costs for each trade listed below not being performed by Single Prime Bidder. For protected subcontractors who are listed for more than one trade, the bid proposal cost must be separated and listed for each applicable trade. Failure to identify the name and proposal amount of each listed protected subcontractor on the provided Bid Form or providing more than one protected subcontractor for each trade will be a material deficiency (no time will be allowed after bid opening to remedy deficiency) and will result in the rejection of the bid. During the post-bid evaluation process, the identified protected subcontractors will be required to provide written verification that the trade and bid proposal cost are correct, and that the firm will perform the minimum amount of work with its own forces as required under Project Manual Division 1, Section 01 11 01 Supplement to the SDC: Subsection 00 21 50 Work with Own Forces.

NOTE: ANY OF THE BELOW LISTED TRADES MAY BID AS THE PRIME BIDDING TRADE. The Prime Bidding Trade may self-perform any of the trades listed below and MUST list themselves for each trade they will be self-performing. Name, CDB Prequalification ID number, and bid proposal costs for each protected subcontractor MUST be listed for the remaining trades below. Either the Single Prime Bidder or a protected subcontractor MUST be listed for each trade listed below.

FAILURE TO PROVIDE THE REQUIRED INFORMATION FOR EACH TRADE LISTED BELOW WILL RESULT IN REJECTION OF THE BID.

Table with 4 columns: Trade, Name, CDB Prequalification ID No., Bid Proposal Costs (only required for protected subcontractors). Rows include General, Electrical, Heating, Plumbing, Sprinkler, Ventilation, and Other, each with a note: 'A/e to use only when a specific trade identified is over \$100,000'.

[ ] BID PREFERENCE FOR ILLINOIS BUSINESSES. Section 45-105 of the Illinois Procurement Code (30 ILCS 500/45-105) applies a 4% bid preference for businesses headquartered in Illinois and meeting other Illinois residency requirements. Check the box if bidder's business meets the criteria for an "Illinois Business" found in Section 45-105 of the Illinois Procurement Code.

**RETURN WITH BID**

(\*A/E Note: The paragraph below should be deleted if the Domestic Products Act preference is NOT being applied to the project.)

- The bidder requests preference pursuant to the Procurement of Domestic Products Act (30 ILCS 517). We certify that all offered goods were/will be:
  - Manufactured in the United States.
  - Manufactured in Illinois.

We understand that, if awarded a contract based on a preference for goods manufactured in the United States or Illinois, this certification will become part of the contract, and, if we knowingly supply goods that are not manufactured in the United States or Illinois, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.

PRODUCT SUBSTITUTION FORM ATTACHED (00 41 07):

**Duration of Bids:** The bidders shall hold their bids open for 60 (\*A/E to specify time if not 60 days) calendar days after the bid opening.

**By signing below, the Bidder agrees to perform all work in accordance with the terms and conditions of the bidding documents and enter into and execute a contract with CDB, if awarded, on the basis of this bid for the sum indicated herein:**

BIDDER (show Company name and DBA): \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ FEIN #: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

For Corporations only: Attest By: \_\_\_\_\_ (Corporate Secretary)

## 00 41 00 BIDDING DOCUMENTS

### 00 41 10 BID FORM PREPARATION

- .1 **Bid Form.** Bids shall be submitted on CDB's bid form. The bidder shall not make changes in the standard bid form or bid bond provided by CDB. The bidder shall fill in all relevant blank spaces including alternate bids and unit prices in ink or by typewriter, not in pencil. Refer to Paragraphs [00 51 20.2.A.6](#)) and [00 5120.2.A.9](#)).
- .2 **Price Determination.** If the amount of the bid is unclear, the bid price will be determined by the following:
  - A. When words and figures are not identical in form or amount; the amount shown in words will govern where such words are not ambiguous.
  - B. When words and figures are not identical in form or amount and the words are ambiguous; the figures will govern.
  - C. When the intention and meaning are clear; omissions or misspelling of words will not render the words ambiguous.
  - D. When both figures and words are ambiguous, the bid price will be considered indeterminate. Refer to Paragraph [00 51 20.2.1.7](#)).
- .3 **Conditions or Qualifying Statements.** By submitting a bid, the Contractor agrees to accept all of CDB's contract terms. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not acceptable and unless rescinded, the bid shall be rejected. Prior to submitting a bid, discuss and resolve with the A/E any issues that would lead to a qualifying statement. Also see Article [00 91 00](#) Addenda. This paragraph does not apply to product substitutions submitted in accordance with Article [00 43 25](#).
  - A. **Delivery.** Bidders shall be responsible for the delivery of bids during regular business hours to the bid officer at the designated bid receiving office. This shall be prior to the bid opening time stated in the advertisement for bids.
  - B. **Sealed Bids.** Bids shall be sealed and properly identified.
  - C. Each bid shall be sealed, preferably in the envelope provided with the bidding documents, or in an opaque envelope, including express delivery envelopes. Refer to Paragraph [00 5120.2.A.5](#)).
  - D. The bid envelope shall be properly identified on the outside of the sealed envelope for the project and contract or trade being bid. Refer to Paragraph [00 51 20.2.A.4](#)). CDB recommends that the envelope be marked as follows: "BID FOR: (CDB project Number, Project Title, and contractor or trade being bid)."
  - E. It is also recommended that the envelope indicate the name and address of the bidder in the upper left-hand corner. It should be addressed for direct delivery to the designated CDB bid receiving office. Bidders delivering bids in person shall have their bids date and time stamped at CDB's reception desk prior to the bid opening. Bidders should not address bid envelopes to the CDB Project Manager.
- .4 **Change and withdrawal.**
  - A. **Modifications.** Changes or withdrawal of bids shall be made in writing, including telegrams and facsimiles, and must be received by CDB at its bid receiving office before the time stated for the bid opening. Changes shall not reveal the bid price, but shall provide an addition or subtraction so that the final bid price can be determined only after the sealed bid is opened. Refer to Paragraphs [00 51 20.2.A.3](#)) and [00 51 20.2.A.4](#)).
  - B. **Confirmation.** When changes or withdrawals are made by telegram or facsimile, original signed confirmation shall be sent to CDB within seven calendar days. It shall be the bidder's sole responsibility to ensure receipt by CDB of any such modification. CDB will not be responsible for external or internal processing of such modifications. It is recommended that the bidder verbally notify, via telephone, CDB's bidding officer when a facsimile modifying a bid has been transmitted to CDB. However, verbal notification does not negate the requirement for timely receipt of the document. Facsimile documents not in the actual possession of the bidding officer at the time of bid opening will be valid if electronic confirmation printed on the document received

shows timely receipt at the CDB office designated for the bid opening.

- C. **Request for Withdrawal After Bid Opening.** If a bidder requests a withdrawal of the bid, the bidder must establish, clearly and convincingly, that the bid was founded on a credible error or omission. CDB shall review the evidence provided and make a determination. If CDB finds that the evidence of the mistake is not credible, the request will be denied, and the bid will stand. The request may be granted if evidence of the mistake is credible. Excessive requests for withdrawal may result in sanctions being imposed, including default of the bid security. Other sanctions may include denial of bidding privileges, revocation of responsibility determination, or other appropriate actions.

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

#### 00 41 15 **SIGNING BID SUBMITTAL**

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

**00 11 13**  
**Advertisement for Bid**  
**Multi-Prime**



BIDDING & CONTRACT REQUIREMENTS  
**00 11 13 – Advertisement for Bids**

The State of Illinois, Capital Development Board (CDB) will receive sealed bids for:

CDB PROJECT #: (\* )  
TITLE: (\* )  
LOCATION: (\* )  
USING AGENCY: (\* )  
COUNTY: (\* )

PROJECT DESCRIPTION: (\*A/E: Provide a brief project description to give potential bidders information to help them decide if they wish to request plans; 40 words maximum. Remember that trades and cost ranges below will provide some information.)

<u>TRADE</u>	<u>COST RANGE</u> (*see below)	<u>BID DATE/TIME</u>
GENERAL	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
PLUMBING	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
HEATING	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
VENTILATION	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
ELECTRICAL	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
ASBESTOS ABATEMENT	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)
(*OTHER)	under \$ _____	(*MO/DAY/YR), (TUESDAY) (11:00 AM)

**SPECIAL BID INSTRUCTIONS:**

Bids and bid modifications for this project will only be accepted via the CDB’s e-Builder Bidding Program or via an alternative file transfer system (if experiencing a technical issue – see instructions below). No faxed bid modifications will be allowed. No In-Person submittals of bids will be allowed. Bids and bid modifications will not be allowed via mail.

**TO SUBMIT BIDS VIA e-BUILDER:**

- Click the URL on CDB’s Bid Information webpage for the specific project for which you wish to submit a bid. A separate URL will be included with each bid opportunity.
- Log into the e-Builder Bid Portal. If you have not previously used the Bid Portal, you may create an account by clicking the “Create Account” button on the login page and entering the required information.
- For Step 1 Bid Form, vendors should enter bid amounts, including any alternates.
- For Step 2 Response Documents, which is the second tab in the middle of the screen, vendors should upload required documents as a PDF. These documents include the 00 41 00 - Bid Form, 00 41 01 – Subcontractor Requirements, 00 41 04 - PC-2 Form, 00 41 05 - MBE WBE PBE VBE Program Requirements, 00 41 06 - Bid Bond, 00 41 08 - Standard Terms and Conditions, and 00 41 09 - Certifications and Disclosures.
- For Step 3 Additional Information, the vendor must enter data about its organization, i.e. IPG Number, contact name.
- After clicking Submit, an email will be sent to the sender’s email address to confirm receipt of the bidding documents.
- It is the vendor’s responsibility to ensure that its bid and all required documentation are attached in the portal.
- For additional assistance related to the e-Builder system, email [CDB@OnIndus.com](mailto:CDB@OnIndus.com). Questions submitted through the e-Builder module will not reviewed or responded to.

In the event that the bidder experiences technical errors uploading and submitting its bid or bid modification into the system, the bidder must submit a screenshot of the error it receives to [CDB.CPO@illinois.gov](mailto:CDB.CPO@illinois.gov) prior to the bidding deadline. Once the error has been submitted, a vendor will be provided detailed instructions on submitting its bid or bid modification via an alternative file transfer system. CDB will evaluate the information provided in the email and, in consultation with the CPO's office, determine if the bid should be accepted or rejected.

**BID MODIFICATIONS:**

Modifications to bids submitted through the e-Builder portal shall be made in the portal at any time prior to the bidding deadline by logging into the e-Builder system, recalling the previously submitted bid, and submitting the revised bid amounts.

In the event that the bidder experiences technical errors when making a modification to its bid in the e-Builder portal, the bidder must submit a screenshot of the error to [CDB.CPO@illinois.gov](mailto:CDB.CPO@illinois.gov) prior to the bidding deadline. Once the error has been submitted, a vendor will be provided detailed instructions on submitting its bid or bid modification via an alternative file transfer system. CDB will evaluate the information provided in the email and, in consultation with the CPO's office, determine if the bid should be accepted or rejected.

**BID OPENING:**

The public bid opening will be conducted on TUESDAY, (Month) (Day), (Year) at 2:00pm prevailing time via WebEx.

Contractors interested in attending the public bid opening may attend virtually by using the following meeting information:

When it's time, join your WebEx meeting here.

Meeting website: <https://globalpage-prod.webex.com/join>

Meeting number (access code): **2463 639 5226**

Meeting password: **3S2sVqVBW7U**

Join by phone

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

+1-415-655-0002 US Toll

Meeting participants will not be able to ask questions either verbally or via the meeting's chat feature.

BIDDING & CONTRACT REQUIREMENTS  
**00 11 13 – Advertisement for Bids**

Minority, Women, Persons with Disabilities, and Veteran Business Subcontractor/Supplier Participation is  
(\*Applicable)(\*Not applicable)

Obtain Plans From: (\*A/E FIRM NAME, ADDRESS, PHONE)

Refundable Plan Deposit>(\* \$)

Pre-Bid Meeting (*Not Mandatory*): (\*date, time, location)

(Mandatory Pre-Bid Meeting For All Prime Bidders;) (\*date, time, location) (\*A/E consult PM, Mandatory Pre-bid Justification required) (\*Justification, please select all that apply: A mandatory pre-bid meeting is required due to; (1) the unique nature of this project; (2) the complexity of this project; (3) unique site features; (4) the size and scope of the project; (5) restricted access to the job site; (6) being an emergency project. Brief Explanation:)

INFORMATION TO BIDDERS:

- A. Prequalification. Bidders must be prequalified with CDB; allow 45 days for application processing. For an application and a copy of CDB's Standard Documents for Construction (applicable to this project), visit CDB's Website [www.illinois.gov/cdb](http://www.illinois.gov/cdb) or phone 217/782-6152 (TDD 217/524-4449).
- B. MBE/WBE/PBE/VBE. MBE/WBE/PBE/VBE firms must be certified or registered with the State of Illinois Commission on Equity and Inclusion as an MBE, WBE, PBE, or VBE prior to bidding.
- C. Prevailing Wage. 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 Prevailing Wage Act (820 ILCS 130/1-12).
- D. Registration with the Illinois Procurement Gateway (IPG). All new and renewing vendors that request either Architect/Engineer, Construction Manager/Program Manager, or Contractor prequalification must be an "Active (Accepted)" registrant in the IPG. Vendors not subject to prequalification renewal prior to time of bid may pre-register with the IPG and receive a vendor registration number. The IPG is a web based system that serves as the primary location for entering, organizing, and reviewing vendor information. The IPG allows prospective vendors to provide disclosures, registrations, and other documentation needed to do business with the State in advance of any particular procurement.
- E. Certifications and Disclosures. New vendors and vendors renewing prequalification must have an approved Illinois Procurement Gateway registration number and completed Form B. Vendors not subject to prequalification renewal prior to time of bid have the option to submit the Standard Certifications and Disclosure Form(s) (Form A) with bid at time of submittal. Failure to provide a completed Form A standard certifications and financial disclosure or Form B, will result in rejection of bid.
- F. Subcontractors. You are also required to submit disclosure forms and standard certifications for subcontractors not considered incidental to the performance of the contract with an annual value over \$100,000 within 20 days of execution of your contract with CDB or execution of the contract between you and your subcontractor, whichever is later. A valid IPG registration number can be provided in lieu of hard copies of the standard certifications and financial disclosure forms. (See D. above.) Subcontractors must receive an Authorization to Proceed prior to performance of any work.
- G. Supplement to SDC. Bidders are advised to review Article 01 11 01, Supplement to SDC, for any revisions to the Standard Documents for Construction.
- H. Progress Payments. Progress payments will normally be issued by the Illinois Comptroller within 30 business days after CDB receives and approves an Invoice-Voucher.
- I. Bid Protest. Bidder may submit a written protest to the Protest Review Office following the requirements of the Administrative Rules, 44 Ill. Adm. Code 8.2075. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after solicitation or related addendum was posted to the Bulletin. For protest related to rejection of individual bids or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. To reach the Protest Review Office:

Chief Procurement Office  
Attn: Protest Review Office  
401 South Spring Street  
Suite 515 Stratton Office Building  
Springfield, IL 62706

**In order to ensure timely recognition of your protest,  
please email the protest to the Protest Review Office at:  
[EEC.LegalStaff@Illinois.gov](mailto:EEC.LegalStaff@Illinois.gov) and cc: [CDB.CPO@Illinois.gov](mailto:CDB.CPO@Illinois.gov)**

Facsimile: (217) 558-1399

CAPITAL DEVELOPMENT BOARD

Jim Underwood  
Executive Director

(\*Name)  
Project Manager  
(\*Area Code & Phone Number, e-mail address)

BIDDING & CONTRACT REQUIREMENTS  
**00 11 13 – Advertisement for Bids**

J. Standard Documents for Construction. Unless otherwise instructed, reference throughout the contract documents to the Standard Documents for Construction shall be interpreted to include reference to the most recent Supplement to the applicable Standard Documents for Construction.

\* Suggested cost ranges for table on front are:

Under \$100,000	Under \$ 2,000,000
Under \$150,000	Under \$ 2,500,000
Under \$200,000	Under \$ 3,000,000
Under \$250,000	Under \$ 3,500,000
Under \$300,000	Under \$ 4,000,000
Under \$400,000	Under \$ 5,000,000
Under \$500,000	Under \$ 6,000,000
Under \$600,000	Under \$ 7,000,000
Under \$700,000	Under \$ 8,000,000
Under \$800,000	Under \$ 9,000,000
Under \$900,000	Under \$10,000,000
Under \$ 1,000,000	Under \$11,000,000
Under \$ 1,500,000	

Talk to your project manager for suggested cost ranges over \$11,000,000.

**01 11 00**  
**Project Summary**  
**Multi-Prime**

DIVISION 1 - GENERAL REQUIREMENTS  
**01 11 00 – Project Summary**

1. **STANDARD DOCUMENTS FOR CONSTRUCTION:** CDB's (\*2009) edition of the Standard Documents for Construction (SDC) and the Supplement to Standard Documents for Construction (Section 01 11 01) shall apply to this project.

2. **GENERAL PROJECT INFORMATION:**

**A. DESCRIPTION:**

**B. EXISTING CONDITIONS:**

**C. RELATED WORK**

**1. WORK BY OTHERS:**

**2. FUTURE WORK:**

3. **CONTRACT TIME:** Refer to Articles 00 72 10 and 01 32 00 of the Standard Documents for Construction.

The contractor shall complete all work through Substantial Completion in accord with the contract within (\*)\_\_\_\_\_ consecutive calendar days from the date of the Authorization to Proceed and shall complete all remaining work in accordance with the contract (Final Acceptance) within (\*)\_\_\_\_\_ consecutive calendar days from the date of Substantial Completion.

\* \* \* **OR** \* \* \*

SPECIAL NOTICE - DEADLINE FOR COMPLETION. Contractor shall commence work immediately upon receipt of the Authorization to Proceed and shall complete all work through Substantial Completion in accord with the contract no later than (\*)\_\_\_\_\_, 20 (\*). The contractor shall complete all work in accordance with the contract (Final Acceptance) within (\*)\_\_\_\_\_ consecutive calendar days from the date of Substantial Completion.

\* \* \* **OR** \* \* \*

SPECIAL NOTICE - DEADLINE FOR COMPLETION (LAPSING FUNDS). Project funds lapse at the end of the current fiscal year. Contractor shall commence work immediately upon receipt of Authorization to Proceed. All work shall be completed in accordance with the contract and ready for final acceptance and payment no later than August 15, 20 (\*). Claims for payment for work performed made after that date shall be submitted to the Court of Claims.

4. **CONTRACT(S).** Construct project under single (\* ) contract. All work shown on the bidding documents is the responsibility of the contractor, regardless of the trade or specialty involved.

\* \* \* **OR** \* \* \*

Construct project under separate work contracts, under the terms of which CDB will assign the other contracts to the coordinating contractor, identified as the (\* ) contractor. Refer to Article 00 72 20 of the Standard Documents for Construction:

1. General.
2. Plumbing.
3. Heating.
4. Ventilation.
5. Electrical.
6. (\*Continue as applicable).

\* \* \* **OR** \* \* \*

Construct project under separate work contracts:

1. General.
2. Plumbing.
3. Heating.
4. Ventilation.
5. Electrical.
6. (\*Continue as applicable).

5. **PRE-BID CONFERENCE.** The pre-bid meeting will be as indicated in 00 11 13. Bidders are strongly urged to attend this meeting. See SDC 00 21 10 and 00 25 00.

\* \* \* **OR (only with written permission from PM)** \* \* \*

Attendance at the pre-bid conference as indicated in 00 11 13 is mandatory for all Prime bidders. Prime bidders/contractors not in attendance at the mandatory pre-bid conference shall have their bids rejected.

6. **CONTRACT ADMINISTRATION FEE:** A contract administration fee (CAF) is applicable to each contract in accordance with Article 00 21 40 of the Standard Documents for Construction:

Each trade will be assessed three percent (3%) of their awarded contract (base bid plus any awarded alternates). The assessed amount will be included in the Notice of Award Letter. Bidders shall include an allowance for the CAF assessment in their bid.

7. **BID SECURITY:** Bid security must be submitted with each bid equal to 10% of the base bid and must be in the form of a CDB bid bond, certified check, cashier's check or bank draft. Refer to Article 00 43 13 of the Standard Documents for Construction.
8. **BUILDERS RISK INSURANCE, DESIGNATED PURCHASER. (\*)**  
(\*Coordinating) (\*Each) contractor shall purchase and maintain builder's risk insurance in accord with Article 00 73 19 of the Standard Documents for Construction.

\* \* \* **OR** \* \* \*

No Builder's Risk insurance will be required for this project.

9. **PROCUREMENT OF DOMESTIC PRODUCTS ACT.**
  - A. The Procurement of Domestic Products Act, 30 ILCS 517/10, 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.



- B. "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.

(\*Option 1) As the A/E of record, our determination is this project as described in the project manual, specifications and drawings is too complex or the products are too numerous/complex to meet the Act and no preference is allowed.

\* \* \* OR \* \* \*

(\*Option 2) As the A/E of Record, our determination is the promotion and preferences required are being applied to this project. Bidder may request preference on document 00 41 00 – Bid Form.

- 10. BID PREFERENCE FOR ILLINOIS BUSINESSES.** Section 45-105 of the Illinois Procurement Code (30 ILCS 500/45-105) provides a bid preference of 4% of the contract base bid to any responsible bidder that is an Illinois business.

(\*Option 1) The Bid Preference for Illinois Businesses applies to this project.

(\*Option 2) The Bid Preference for Illinois Businesses does not apply to this project. The project will be funded, at least in part, with federal funds and federal requirements may conflict with this bid preference.

- 11. LIQUIDATED DAMAGES:** (*\*OPTIONAL PARAGRAPH*) Per Article 00 72 75 of the Standard Documents for Construction, liquidated damages in the amount of (\*\$ amount) per working day per contract beyond the scheduled completion date may be assessed by CDB.

- 12. SITE SECURITY.** (*\*OPTIONAL PARAGRAPH*) The work will be performed in a secured institution. Article 01 35 54 of the Standard Document for Construction applies.

- 13. PROJECT IDENTIFICATION SIGN:** (*\*OPTIONAL PARAGRAPH*) The (coordinating or designated) contractor shall provide and maintain the project identification sign in accordance with Article 01 58 00 of the Standard Documents for Construction.

- 14. FIELD OFFICES:** (*\*OPTIONAL PARAGRAPH*)

A. Coordinating contractor provide and maintain a field office in accordance with Article 01 52 00 of the Standard Documents for Construction.

- B. See Related Requirements:  
1. Section 01 51 50 Use of Existing Facilities  
2. Section 01 51 00 Temporary Utilities

- 15. VALUE MANAGEMENT.** The value management program is applicable to this project.

- 16. EXCESS FACILITY CHARGES.** (*\*OPTIONAL PARAGRAPH*) Charges by a municipality or utility company to provide permanent services to the project service point will be

subject to a utility agreement between that party and CDB. The contractor shall not include these excess facility charges in their bid.

- A. Charges by a municipality or utility company to provide temporary services to the project will be the sole responsibility of the designated contractor, noting that temporary services shall be limited to those necessary for construction purposes only, not including those necessary to test or operate permanent systems, unless specifically stated otherwise.

END 01 11 00.



**00 41 00**  
**Bid Form for Mutli-Prime/Single Trade**

**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: <u>ITEM DESCRIPTION</u>	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 (\$\_\_\_\_\_)

**RETURN WITH BID**

Note: Any qualifying or conditional statements included on the bid form or attached to the bid form may result in rejection of the bid unless rescinded by the bidder.

**BID PREFERENCE FOR ILLINOIS BUSINESSES.** Section 45-105 of the Illinois Procurement Code (30 ILCS 500/45-105) applies a 4% bid preference for businesses headquartered in Illinois and meeting other Illinois residency requirements. Check the box if bidder's business meets the criteria for an "Illinois Business" found in Section 45-105 of the Illinois Procurement Code.

(\*A/E Note: The paragraph below should be deleted if the Domestic Products Act preference is NOT being applied to the project.)

The bidder requests preference pursuant to the Procurement of Domestic Products Act (30 ILCS 517). We certify that all offered goods were/will be:

Manufactured in the United States.

Manufactured in Illinois.

We understand that, if awarded a contract based on a preference for goods manufactured in the United States or Illinois, this certification will become part of the contract, and, if we knowingly supply goods that are not manufactured in the United States or Illinois, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.

PRODUCT SUBSTITUTION FORM ATTACHED (00 41 07):

**Duration of Bids: The bidders shall hold their bids open for 60 (\*A/E to specify time if not 60 days) calendar days after the bid opening.**

**By signing below, the Bidder agrees to perform all work in accordance with the terms and conditions of the bidding documents and enter into and execute a contract with CDB, if awarded, on the basis of this bid for the sum indicated herein:**

BIDDER (show Company name and DBA): \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Printed Name: \_\_\_\_\_ FEIN #: \_\_\_\_\_

Title: \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

For Corporations only: Attest By: \_\_\_\_\_ (Corporate Secretary)



**00 41 01**  
**Subcontractor Requirements**  
**For Single and Multi-Prime**

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 01 – Subcontractor Requirements**

**RETURN WITH BID**

**Subcontractor Requirements**

Pursuant to requirements of 30 ILCS 500/20-120(a), the contract shall state whether the services of a subcontractor will be used. The contract shall include names and addresses of all known subcontractors with subcontracts with an annual value of more than \$100,000, the general type of work to be performed, and the expected amount of money each will receive under the contract. Financial and Conflict of Interest disclosures and standard certifications of each subcontractor not considered incidental to the performance of a contract with an annual value over \$100,000 must be submitted to CDB by the contractor prior to the subcontractor performance of work.

**List known subcontractors not considered incidental to the performance of a contract with an annual value over \$100,000.**

	<b>Name of Subcontractor</b>	<b>Address</b>	<b>CDB Registrati on Number</b>	<b>Total Expected Value</b>	<b>Description / Scope of Work</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10	(Use additional sheets if necessary.)				

CDB-00 41 01 January 2023  
 CDB (\*Project Number)

00 41 01 - 1

(\*Specify as appropriate)



**00 41 04**  
**DHR Form PC-2**  
**For Single and Multi-Prime**



**BIDDER’S EMPLOYEE UTILIZATION FORM**

**SAMPLE:**

*(Note: A/E needs to obtain the proper PC-2 form from CDB PM/FEP)*

All bidders shall complete the DHR Form PC-2 per 00 43 38.1 of the Standard Documents For Construction (SDC) and as identified by trade category. Failure to complete may result in rejection of the bid per 00 43 38.1 of the SDC.

(Option #1) Workforce projections are for work performed on the project being bid. Workforce projections shall include any subcontractor’s(s) workforce. The bidder, if awarded a contract, shall be responsible for ensuring the subcontractor(s) meet minority/female/veteran workforce goals.

**\*\*\* OR \*\*\***

(Option #2) No minority/female/veteran workforce hiring goals have been established for this contract. CDB encourages the bidder to utilize minority/female/veteran tradespersons on “no goals” designated contracts and to include that workforce on the PC-2 form.

CDB’s acceptance of the Bidder’s PC-2 projection is a condition of contract award. CDB will notify the bidder if the projection is unacceptable. The bidder shall be given the opportunity to negotiate an acceptable projection with the CDB. Failure to reach an acceptable workforce projection may result in rejection of the contract award.

**GOALS**

The following workforce hiring goals are in effect for each trade. These goals represent a minimum of **total** workforce hours.

Sandblast/Waterproofing/Caulkers	0%
Asbestos Workers	30%
Terrazzo	12%
Carpet	15%

**INSTRUCTIONS**

Minority / Female Utilization

Percent

Project: \_\_\_\_\_ for  
 Phase: \_\_\_\_\_  
 Trade: \_\_\_\_\_

Under “Total Employees”, project the total number of employees to be used in the performance of the contract work by your firm and your subcontractors. Include within the projections, separate numbers for Journeyman and Apprentices by the letters “J” and “A”. (See next page)

Sheetmetal	25%
Equipment operators	20%
Mechanics	12%
Ironworkers/Boilermakers	20%
Carpenters	25%
Acoustical Tilers	20%
Ceramic Tile Setters	12%
Brick Masons/Tuckpointers	15%
Cement Masons	15%
Lathers (Metal/Wood)	15%
Tapers	15%
Plasters	15%
Painters	20%
Glaziers	15%
Roofers	25%
Metal Deck Roofers	15%
Pipefitters	25%
Plumbers	25%
Insulators	12%
Temperature Control	12%
Laborers	33%
Electricians	25%
Fencing, Guard Rails	15%
Landscaping	20%
Truck Drivers	20%
Air Test & Balancing	0%

Contact Person \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 DHR # \_\_\_\_\_  
 DHR Expiration Date: \_\_\_\_\_

CDB Contract No.	
Contractor I.D.	

Contract/Trade Bid

FEP Tech

Monitored/Non-Monitored

Trade Categories	Trade Code	African American				Hispanic				Native American				Asian				Caucasian				Veteran			
		Male		Female		Male		Female		Male		Female		Male		Female		Male		Female		Male		Female	
		J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A
Sheet Metal	3																								
Equipment Operators	4																								
Elevator Mechanics	5																								
Ironworker/BoilerMakers	6																								
Carpenters	7																								
Acoustical Tilers	8																								
Ceramic Tilesetters	9																								
Brick Mason/Tuckpointers	10																								
Cement Masons	11																								
Lather - Metal/Wood	12																								
Tapers	13																								
Plasterers	14																								
Painters	15																								
Glaziers	16																								
Roofers	17																								
Metal Deck Roofers	18																								
Pipefitter/Sprinkler Fitters	19																								
Plumbers	20																								
Insulators	21																								
Temperature Control	22																								
Laborers	23																								
Electricians	24																								
Fencing/Guard Rails	25																								
Landscaping	26																								
Well Drilling	27																								
Truck Drivers	28																								
Air Test & Balancing	29																								
SndBlst/Wtrprfng.Caulkers	30																								
Asbestos Workers	31																								
Terrazzo	32																								
Carpet	33																								
TOTALS																									

**NOTE:** Bidder's failure to complete DHR Form PC-2 may result in rejection of the bid. Bidder shall set forth a total projection of the total workforce to be allocated for this contract. Approval of the workforce hiring projection is a post-award requirement.



**00 41 05**  
**MBE/WBE/VBE/PBE**  
**Program Requirements**  
**For Single and Multi Prime**

BIDDING & CONTRACT REQUIREMENTS  
**Document 00 41 05 – Minority/Women/Persons with Disabilities/Veterans Business Enterprise  
Program Requirements**

**RETURN WITH BID**

**Name of Bidder:** \_\_\_\_\_ **CDB PROJECT NO.** (\* \_\_\_\_\_ - \_\_\_\_\_)

**(\* INSERT TRADE HERE) CONTRACT REQUIREMENTS FOR MINORITY/WOMEN/PERSONS WITH  
DISABILITIES/VETERANS BUSINESS PARTICIPATION**

- A. Goals for participation by minority-owned businesses (MBE), women-owned businesses (WBE), and businesses owned by persons with disabilities (PBE) as first and second tier (level) subcontractors or suppliers, and as the prime contractor, are set in accord with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).

Goals for participation by veteran-owned businesses (VBE) as first and second tier (level) subcontractors or suppliers, and as the prime contractor, are set in accord with the Illinois Procurement Code (30 ILCS 500/45-57).

**GOALS:** The participation goal percentages on the amount of the contract awarded by CDB for this project are: (insert goals as listed in the FEP Goals Memo).

- B. The contract award is defined as a Base Bid plus any or all alternates. Only MBE/WBE/PBE/VBE firms certified by the State of Illinois Commission on Equity and Inclusion (CEI) are acceptable. The MBE/WBE/PBE/VBE certification with CEI shall be in good standing prior to the bid opening date.

NOTE: MBE/WBE/PBE/VBE goals are in addition to those specified for workforce projections on the Illinois Department of Human Rights PC-2 Form.

**INSTRUCTIONS:** When Goals are established, the Bidder shall identify below the names of certified MBE/WBE/PBE/VBE vendors that will perform at least the percentage of the work specified in the Goals statement (see above) and the proposed dollar value of the subcontract (percentage values are not acceptable). If the Bidder is an MBE/WBE/PBE/VBE, then the Bidder shall list the work to be done with own forces and the proposed dollar value of the work on the form. If the Bidder needs assistance in identifying subcontractors or suppliers, contact CDB's Fair Employment Practices Unit (FEP) prior to bid, and, if applicable, during the 10-day cure period and assistance will be provided. Efforts to comply with the requirements in Section 00 43 39 of the Supplement to the Standard Documents for Construction will be considered in evaluating whether the bid is responsive.

- ❖ **A completed 4105 Form should be provided with the Bidder's bid.**
- ❖ **Submission of a blank 4105 Form (defined as no eligible participation listed) with a bid that includes MBE/WBE/PBE/VBE goals requires submission of Good Faith Effort (GFE) documentation at the time of bid and checking the associated box on the 4105 Form. GFE documentation should identify efforts made prior to the bid deadline. Failure to provide any of the required documentation shall result in the Bidder's bid being deemed non-responsive.**
- ❖ **If the Bidder submits a 4105 Form with eligible participation listed, but fails to meet the goals set forth, the Bidder shall be notified and afforded a period not to exceed ten (10) calendar days from the date of notification (10-day cure period) to cure deficiencies or submit written evidence of its Good Faith Efforts to achieve the goals. Submit documentation to CDB.FEP@illinois.gov.**
- ❖ **Firms cannot be identified after the 10-day cure period.**
- ❖ **Failure to add participation, submit Good Faith Effort documentation, or both within the 10-day cure period shall result in rejection of bid.**
- ❖ **Firms shall be certified by CEI as an MBE/WBE/PBE/VBE prior to bid opening. Copies of the certifications shall be submitted with the bid.**
- ❖ **A firm may only be used to satisfy one goal (MBE, WBE, PBE, or VBE) and not multiple goals.**
- ❖ **See the 2009 Standard Documents for Construction and the most current Supplement: 00 43 39 .10 – Calculation of MBE/WBE/PBE/VBE Participation as a Material Supplier or Subcontractor.**

**BIDDER'S MBE/WBE/PBE/VBE PARTICIPATION SHOULD BE LISTED ON THE FOLLOWING BASE BID  
SHEETS AND ALTERNATE SHEETS (IF APPLICABLE).**

CDB-00 41 05 January 2023  
(Attach additional sheets if necessary)  
CDB (\* Project Number)

00 41 05 - 1

(\*Specify as appropriate)

**RETURN WITH BID**

**CDB PROJECT NO. (\* - - - )**

**Name of Bidder:** \_\_\_\_\_

**BASE BID:**

CDB Prequalification or Registration Number, Name of MBE/WBE/PBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract/Work	Telephone Number	MBE/WBE/ PBE/VBE Designation and Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI	List Certified Commodity Codes and Category Related to Work to be Performed	Scope of Work	CDB Use: Verified Renewal Date
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			

**RETURN WITH BID**

**ALTERNATE BID No.** \_\_\_\_\_

CDB Prequalification or Registration Number Name of MBE/WBE/PBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract/Work	Telephone Number	MBE/WBE/ PBE/VBE Designation and Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI	List Certified Commodity Codes and Category Related to Work to be Performed	Scope of Work	CDB Use: Verified Renewal Date
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			

**ALTERNATE BID No.** \_\_\_\_\_

CDB Prequalification or Registration Number Name of MBE/WBE/PBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract/Work	Telephone Number	MBE/WBE/ PBE/VBE Designation and Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI	List Certified Commodity Codes and Category Related to Work to be Performed	Scope of Work	CDB Use: Verified Renewal Date
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			
			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CEI			

**Document 00 41 05 – Minority/Women/Persons with Disabilities/Veterans Business Enterprise Program Requirements**

**RETURN WITH BID**

**Name of Bidder:** \_\_\_\_\_

**CDB PROJECT NO.** (\* \_\_\_\_\_ - \_\_\_\_\_)

The Bidder represents to CDB that, to the best of its knowledge and belief:

1. Each of the subcontractors and suppliers listed is certified by CEI under the provisions and definitions in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575) and Illinois Procurement Code (30 ILCS 500/45-57) as a minority-owned business, woman-owned business, business owned by a person with a disability, or veteran-owned business.
2. The subcontract(s) which will be executed by the Bidder for the first and/or second level subcontractors and suppliers if the Bidder is awarded this contract by CDB will meet or exceed the specified MBE/WBE/PBE goals and will comply with all provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
3. The subcontract(s) which will be executed by the Bidder for the first and/or second level subcontractors and suppliers if the Bidder is awarded this contract by CDB will meet or exceed the specified VBE goals and will comply with all provisions of the Illinois Procurement Code (30 ILCS 500/45-57).

**If a blank 4105 Form (defined as no eligible participation listed) is submitted with the bid, the Bidder must submit GFE documentation at the time of bid or the Bidder’s bid shall be deemed non-responsive. The 10-day cure period is not applicable to Bidders that submit a blank 4105 Form.  check if applicable**

**Bidder agrees to and certifies that it will comply with the contractual requirements specified in Article 00 43 39 of CDB’s Standard Documents for Construction, and the most current Supplement, regarding the Minority, Women, Persons with Disabilities and Veterans Business Enterprise Program Acts.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**SIGNATURE IS REQUIRED**



**00 41 06**  
**Bid Bond for**  
**Single Prime and Multi-Prime**



RETURN WITH BID

State of Illinois
CAPITAL DEVELOPMENT BOARD

as Principal, and \_\_\_\_\_
a corporation of the State of \_\_\_\_\_
as Surety, are held and firmly bound unto the State of Illinois, acting by and through the Capital Development Board, as Obligee, in the amount of ten percent (10%) of the amount of the base bid for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to this agreement.

Principal has submitted to Obligee a bid to enter into a written contract, for

CDB Project Number: \_\_\_\_\_ Division of Work: \_\_\_\_\_
in accordance with bidding documents for the project, which contract is by reference made a part hereof and is hereinafter referred to as "the Contract".

THE CONDITION OF THIS OBLIGATION is that if Principal, upon acceptance by Obligee of its bid within the period of time specified for acceptance, shall comply with all post award requirements as required by the terms of the bid within the time specified after date of the Notice of Award, or in the event of the failure to comply with all post award requirements, if Principal shall pay Obligee (1) for all costs of procuring the work which exceeds the amount of its bid, or (2) shall pay Obligee the amount of this bond as liquidated damages in the event Principal is a sole bidder and after an attempt to secure other bids by readvertising none can be obtained, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby agrees that its obligation shall not be impaired by any extensions of time for Obligee's acceptance or compliance with post award requirements. Surety hereby waives notice of such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR SURETY
BY SIGNATURE BY OFFICER OF THE SURETY
Title Title
ATTEST:

CORPORATE SECRETARY (Corporations only)

JURAT (Notary's Statement Authenticating Signature)

STATE OF \_\_\_\_\_
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that
(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 \_\_\_\_\_ DAY A.D. 20
OF \_\_\_\_\_

My commission expires \_\_\_\_\_
Notary Signature \_\_\_\_\_



**00 41 07**  
**Product Substitution**  
**For Single Prime and**  
**Multi-Prime**

BIDDING & CONTRACT REQUIREMENTS  
**Document 00 41 07 – Product Substitution Form**

**RETURN WITH BID**

The Bidder should include this form with the Bid Forms if a material substitution is offered at that time. See Article 00 43 25 of the Standard Documents for Construction.

The Base Bid and Alternate Bids include only those products specified in the bidding documents. Following is a list of substitute products which bidder proposes to furnish on this project, with the difference in price being deducted from the Base Bid or Alternate Bids.

**NOTE: CDB WILL NOT ACCEPT SUBSTITUTIONS FOR SPECIFIED MEMBRANE ROOF SYSTEM(S).**

Bidder understands that acceptance of any proposed substitution is at CDB's option. Approval or rejection of any substitutions listed below will be indicated prior to executing the Contract.

MANUFACTURER'S NAME AND PRODUCT

DEDUCT

<u>MANUFACTURER'S NAME AND PRODUCT</u>	<u>DEDUCT</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EVALUATION. Contract award will be made in accord with the Standard Documents for Construction. Only the lowest responsible bidder's Proposed Product Substitution Form will be evaluated.

BIDDER'S NAME: \_\_\_\_\_

TRADE: \_\_\_\_\_

# Product Substitutions

## SDC 00 43 25

Sole sources will be in clearly identified in the Project Manual

Substitution by addenda is preferred

Substitution denied if contract would increase

CDB has the right to refuse substitutions

**00 43 25 PRODUCT SUBSTITUTIONS**

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



**00 41 08**  
**Standard Terms and Conditions**  
**For Single And Multi-Prime**

BIDDING & CONTRACT REQUIREMENTS  
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**State Required Ethical Standards Governing Contract Procurement:**

Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. The bidder indicates that each certification is made and understood, and that each disclosure requirement has been understood and completed.

In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all subcontracts.

**THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS:**

- A. The Bidder certifies that it is aware of the requirements of the Substance Abuse Prevention on Public Works Project Act, 820 ILCS 265, and that, if awarded a contract, it is or will be in full compliance with the law prior to beginning work, including the requirement to file with CDB a written substance abuse plan which meets or exceeds the requirements of the Act.
- B. The Bidder certifies that it is aware of the requirements of section 23.9 of the State Comptroller Act, 15 ILCS 405/23.9, which was effective August 26, 2011. This statute requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract of \$1,000 or more from this solicitation is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund.
- C. Apprenticeship and Training Certification  
In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract.

The bidder shall include with this bid package the official Certificate of Registration or a verification letter from the US Department of Labor (USDOL) certified group program sponsor for the USDOL certified apprenticeship and training program of which the bidder is a member for each of the types of work or crafts that will be performed with the bidder's forces and for each of the types of work or crafts that will be performed by the subcontractor(s) (if the subcontractor is participating in an approved program at the time of bid).

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**D. Illinois Office Certification**

Bidder certifies that it will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract in accordance with 30 ILCS 500/30-22(8).

**E. 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



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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.

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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: \_\_\_\_\_



**00 41 09**  
**Certifications and Disclosures**  
**For Single and Multi-Prime**

BIDDING & CONTRACT REQUIREMENTS  
Document 00 41 09 – Certifications and Disclosures  
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**FORMS A / Vendor Disclosure**

**Effective January 1, 2023:** All new and renewing vendors that request either Architect/Engineer, Construction Manager/Program Manager, or Contractor prequalification must be an “Active (Accepted)” registrant in the Illinois Procurement Gateway (IPG). The required certifications and disclosures for these vendors shall be provided through Forms B / IPG Active Registered Vendor Disclosure and an IPG registration number. Vendors not subject to prequalification renewal prior to the time of bid have the option to submit the required certifications and disclosures either through Form B / IPG Active Registered Vendor Disclosure and the IPG or through Forms A / Vendor Disclosure (the standard paper method of required documents and information).

The Illinois Procurement Gateway is located at <https://ipg.vendorreg.com>.

The IPG is a web based system that serves as the primary location for entering, organizing, and reviewing vendor information. The IPG allows vendors to provide disclosures, registrations, and other documentation needed to do business with a State agency or university in advance of any particular procurement, thereby reducing the number of documents needed to be submitted with a bid.

The State reviews information submitted through the IPG to register vendors in advance of submitting bids and offers for contracts. Upon satisfactory registration, vendors receive a registration number that may be used when submitting the required forms. Reviews may exceed two weeks when information submitted is incomplete or inaccurate.

## **FORMS A / Vendor Disclosure**

**\*This Forms A / Vendor Disclosure section shall be used if you are not using IPG (Illinois Procurement Gateway) Registration #.**

BIDDING & CONTRACT REQUIREMENTS  
**Document 00 41 09 – Certifications and Disclosures**

**RETURN WITH BID**

A vendor responding to a solicitation by the State of Illinois must return the information requested within this section with their bid or offer if they are not registered in the Illinois Procurement Gateway (IPG). Failure to do so may render their bid or offer non-responsive and result in disqualification.

Please read this entire Forms A / Vendor Disclosure and provide the requested information as applicable and per the instructions. All forms and signature areas contained in this Forms A must be completed in full and submitted along with the bid in an Invitation for Bid; and completed in full and submitted along with the technical response and price proposal, which combined will constitute the Offer, in a Request for Proposal.

Vendor Name:	Phone:
Street Address:	Email:
City, State Zip:	Vendor Contact:

**RETURN WITH BID**  
**OUTLINE**

**FORMS A / Vendor Disclosure**

**Complete this section if you are not using an IPG (Illinois Procurement Gateway) Registration #**

	Part
Business and Directory Information .....	1.
Illinois Department of Human Rights Public Contracts Number .....	2.
Authorized to Do Business in Illinois .....	3.
Standard Certifications.....	4.
State Board of Elections.....	5.
Disclosure of Business Operations in Iran.....	6.
Financial Disclosures and Conflicts of Interest .....	7.
Taxpayer Identification Number .....	8.

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**STATE OF ILLINOIS**

**BUSINESS AND DIRECTORY INFORMATION**

1. Name of Business (official name and DBA)
2. Business Headquarters (address, phone and fax)
3. If a Division or Subsidiary of another organization provide the name and address of the parent
4. Billing Address
5. Name of Chief Executive Officer
6. Company Web Site Address
7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
8. Length of time in business
9. Annual Sales for Offeror's most recently completed fiscal year
10. Show number of full-time employees, on average, during the most recent fiscal year
11. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:
  - 1.11.1. Minority (30 ILCS 575/2(A)(1) & (3))  Yes
  - 1.11.2. Women (30 ILCS 575/2(A)(2) & (4))  Yes
  - 1.11.3. Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))  Yes
  - 1.11.4. Disadvantaged (49 CFR 26)  Yes
  - 1.11.5. Veteran (30 ILCS 500/45-57)  Yes



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**STATE OF ILLINOIS**

**ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER**

1. If Offeror employed fifteen or more full-time employees at the time of submission of their response to this solicitation or any time during the previous 365-day period leading up to submission, it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): \_\_\_\_\_

(check if applicable) The number is not required as the company has not met or exceeded the number of employees that makes registration necessary under the requirements of the Human Rights Act described above.

IDHR Public Contracts Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: \_\_\_\_\_
3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADM. CODE 750.210(a).
4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
6. Offeror may obtain an application form by:
  1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
  2. Internet: You may download the form from the Department of Human Rights' website at (<https://dhr.illinois.gov/public-contracts.html>).
  3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

BIDDING & CONTRACT REQUIREMENTS  
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**STATE OF ILLINOIS**

**AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IN ILLINOIS**

3. A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting an offer. 30 ILCS 500/1-15.80, 20-43. Offerors must review and complete certification #4.5 in the Standard Certifications found in Forms A, Part 4.


Certification #4.5 requires Vendor to certify its status as a legal entity. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to transact business or conduct affairs in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at

([http://cyberdriveillinois.com/departments/business\\_services/home.html](http://cyberdriveillinois.com/departments/business_services/home.html)) or your home county clerk.

**EVIDENCE OF BEING AUTHORIZED TO TRANSACT BUSINESS OR CONDUCT AFFAIRS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING**

File Number 776-383-1




*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 29, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

*In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH day of JUNE A.D. 2011*

  
*Jesse White*  
OF THE STATE OF ILLINOIS

Author: William R. - 11/15/07 SA  
Approved by: [Signature] - 11/15/07 SA  
Approved by: [Signature] - 11/15/07 SA

**RETURN WITH BID**  
**STANDARD ILLINOIS CERTIFICATIONS**

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract using the Standard Illinois Certification form provided by the State.

If the contract extends over multiple years, vendor and its subcontractors shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, of any changes that affect its ability to meet the requirements for being awarded a contract under Article 50 of the Illinois Procurement Code.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Illinois Certification requirements, one or more of the following sanctions will apply:
  - the contract may be void by operation of law,
  - the State may void the contract, and
  - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90..
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- 4.5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

BIDDING & CONTRACT REQUIREMENTS  
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**STANDARD ILLINOIS CERTIFICATIONS**

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has cured the delinquency within 7 calendar days from the bid date by satisfying the entire debt, entering into a deferred payment plan to pay the debt, or is actively disputing or seeking a resolution to the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

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**STANDARD ILLINOIS CERTIFICATIONS**

14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
  1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
  2. If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminating club.” 775 ILCS 25/2.

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**STANDARD ILLINOIS CERTIFICATIONS**

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa)) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States or Illinois. 30 ILCS 517.
- 4.32.  Vendor certifies that, for the duration of this contract it will:
  - post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or

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**STANDARD ILLINOIS CERTIFICATIONS**

- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

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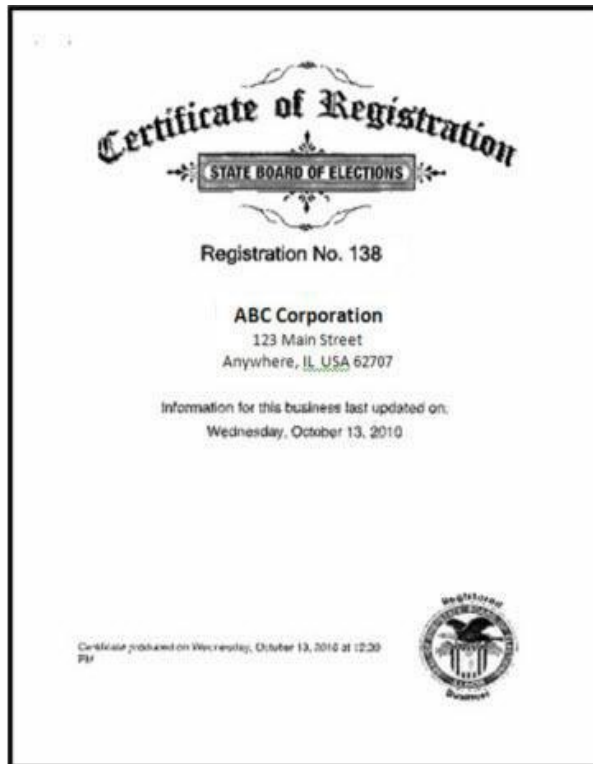
**STATE OF ILLINOIS**

**STATE BOARD OF ELECTIONS**

5. Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or whose aggregate pending bids or proposals and current State contracts that total more than \$50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

**EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS  
IS THE CERTIFICATE OF REGISTRATION**





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**DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

6. In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, will include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid or offer that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. A chief procurement officer may consider the disclosure when evaluating the bid or offer or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

The Financial Disclosures and Conflicts of Interest form (“form”) must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

**This disclosure is submitted for:**

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$100,000 (annual value)
- Subcontractor’s Parent Entity(ies) (100% ownership) > \$100,000 (annual value)

Project Name	
Vendor Name	
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity’s Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe:

**STEP 1**  
**SUPPORTING DOCUMENTATION SUBMITTAL**

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

- Option 1 – Publicly Traded Entities
- 1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
- Option 2 – Privately Held Entities with more than 100 Shareholders
- 2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
- Option 3 – All other Privately Held Entities, not including Sole Proprietorships
- 3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- Option 4 – Foreign Entities
- 4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$123,420) of the annual salary of the Governor.
- OR
- 4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
- Option 5 – Not-for-Profit Entities
- Complete Step 2, Option B.
- Option 6 – Sole Proprietorships
- Skip to Step 3.

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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 2**

**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$123,420.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$123,420.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>

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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$123,420.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$123,420 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

<b>TABLE – Z</b>	
<b>Name</b>	<b>Address</b>

**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$100,000)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Yes  No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

<b>Name</b>	<b>Address</b>	<b>Relationship to Disclosing Entity</b>

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: \_\_\_\_\_

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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 4**

**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: \_\_\_\_\_

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$123,420) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$205,700)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$411,400)?  Yes  No

**STEP 5**  
**POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL  
RELATIONSHIPS**

(Complete only if bid, offer, or contract has an annual value over \$100,000)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: \_\_\_\_\_

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 6**

**EXPLANATION OF AFFIRMATIVE RESPONSES**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

**STEP 7**

**POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$100,000)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: \_\_\_\_\_

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. \_\_\_\_\_



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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

**STEP 8  
DISCLOSURE OF CURRENT AND PENDING CONTRACTS**

(Complete only if bid, offer, or contract has an annual value over \$100,000)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

Yes  No.

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship: \_\_\_\_\_

**STEP 9  
SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

**Signature:** \_\_\_\_\_

Date:

Printed Name:

Title:

Phone Number:

Email Address:

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**CERTIFICATIONS AND DISCLOSURES**

I certify that:

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

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

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):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity  |
|  | <input type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership   |

**Signature of Authorized Representative:** \_\_\_\_\_

Date:

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CERTIFICATIONS AND DISCLOSURES

# FORMS B

**\*This Forms B / IPG Active Registered Vendor Disclosure section may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) using a current registration in the Illinois Procurement Gateway (IPG).**

**If the bidder does not use Forms B / IPG Active Registered Vendor Disclosure, then Forms A / Vendor Disclosure shall be submitted with bid.**

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**CERTIFICATIONS AND DISCLOSURES**

This Forms B / IPG Active Registered Vendor Disclosure may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has a valid IPG Registration Number. The IPG assigns each vendor a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office’s acceptance of the vendor’s IPG application.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A / Vendor Disclosure with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B / IPG Active Registered Vendor Disclosure must be completed in full and submitted along with the vendor’s response.

**1. Certification of Illinois Procurement Gateway Registration**

My business has a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have a valid IPG registration.

IPG Registration #: \_\_\_\_\_ IPG Expiration Date: \_\_\_\_\_

**2. Certification Timely to this Solicitation or Contract**

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Public Act No. 97-0895 (August 3, 2012).  Yes  No

**3.  Disclosure of Lobbyist or Agent** (Complete only if bid, offer, or contract has an annual value over \$100,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.  Yes  No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist’s information. Additional rows may be inserted into the table or an attachment may be provided if needed.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: \_\_\_\_\_

**4. Disclosure of Current and Pending Contracts**

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$100,000. Do not complete if you are a not-for-profit entity.

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CERTIFICATIONS AND DISCLOSURES**

Yes  No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If “Yes”, please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

<b>Agency/University</b>	<b>Project Title</b>	<b>Status</b>	<b>Value</b>	<b>Contract Reference/P.O./Illinois Procurement Bulletin #</b>

**5. Signature**

As of the date signed below, I certify that:

- My business’ information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name:

Phone:

Street Address:

Email:

City, State, Zip:

Vendor Contact:

**Signature:** \_\_\_\_\_

Date:

Printed Name:

Title:

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**CERTIFICATIONS AND DISCLOSURES**

I certify that:

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 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

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):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual Sole   | <input type="checkbox"/> Governmental  |
| <input type="checkbox"/> Proprietor  | <input type="checkbox"/> Nonresident alien   |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust   |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)  |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                              |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity  |
|  | <input type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership   |

**Signature of Authorized Representative:** \_\_\_\_\_

Date:

END 00 41 09

# BID OPENING

DCM Article 10

- **A/E shall attend all bid openings unless excused by PM**
- **A/E responsible for disseminating bid results to Coordinating Contractor Plan holders**
- **Unofficial Solicitation Results are posted on CDB's website no later than the next business day.**
- **Public reading of Bid Openings are conducted by WebEx, opening information can be found on the 00 11 13 – Advertisement for Bids Section**



# WEBEX INFORMATION

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## Bid Opening WebEx Information

Bid opening scheduled for 5/30/2023 at 2pm

- Meeting number (access code): 2463 639 5226
- Meeting password: 3S2sVqVBW7U
- <https://illinois.webex.com/illinois/j.P-hP-?MTID=m0d3bdb0f4a14e97e1a26eb060fd7324>
- - [+ 1-312-535-8110](tel:+13125358110) United States Toll (Chicago)
  - [+1-415-655-0002](tel:+14156550002) US Toll

## Special Bidding Instructions - Effective January 1, 2023

Bids and bid modifications will only be accepted via the CDB's e-Builder Bidding Program or via an alternative file transfer system. No faxed bid modifications will be allowed. No In-Person submittals of bids will be allowed. Bids and bid modifications will not be allowed via mail.

## Vendor Training on Bid Submissions

<https://multimedia.illinois.gov/cdb/CDB-Construction-Bid-Submission->

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# Virtual Bid Openings

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

<https://illinois.webex.com/illinois/j.php?MTID=me40c0bf859933984ef26c8bc560d0a4e>

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 by the Contracts Unit of CDB**
- **Award notification – CDB will notify the successful bidder(s) and the A/E of award by copy of the Notice of Award letter (NOA)**

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).

**BIDDER'S EMPLOYEE UTILIZATION FORM**

**SAMPLE:**

*(Note: A/E needs to obtain the proper PC-2 form from CDB PM/FEP)*

All bidders shall complete the DHR Form PC-2 per 00 43 38.1 of the Standard Documents For Construction (SDC) and as identified by trade category. Failure to complete may result in rejection of the bid per 00 43 38.1 of the SDC.

(Option #1) Workforce projections are for work performed on the project being bid. Workforce projections shall include any subcontractor's(s') workforce. The bidder, if awarded a contract, shall be responsible for ensuring the subcontractor(s) meet minority/female/veteran workforce goals.

\*\*\* OR \*\*\*

(Option #2) No minority/female/veteran workforce hiring goals have been established for this contract. CDB encourages the bidder to utilize minority/female/veteran tradespersons on "no goals" designated contracts and to include that workforce on the PC-2 form.

CDB's acceptance of the Bidder's PC-2 projection is a condition of contract award. CDB will notify the bidder if the projection is unacceptable. The bidder shall be given the opportunity to negotiate an acceptable projection with the CDB. Failure to reach an acceptable workforce projection may result in rejection of the contract award.

**GOALS**

The following workforce hiring goals are in effect for each trade. These goals represent a minimum of **total** workforce hours.

Minority / Female Utilization

	Percent
Sheetmetal	25%
Equipment operators	20%
Mechanics	12%
Ironworkers/Boilermakers	20%
Carpenters	25%
Acoustical Tilers	20%
Ceramic Tile Setters	12%
Brick Masons/Tuckpointers	15%
Cement Masons	15%
Lathers (Metal/Wood)	15%
Tapers	15%
Plasters	15%
Painters	20%
Glaziers	15%
Roofers	25%
Metal Deck Roofers	15%
Pipefitters	25%
Plumbers	25%
Insulators	12%
Temperature Control	12%
Laborers	33%
Electricians	25%
Fencing, Guard Rails	15%
Landscaping	20%

Truck Drivers	20%
Air Test & Balancing	0%
Sandblast/Waterproofing/Caulkers	0%
Asbestos Workers	30%
Terrazzo	12%
Carpet	15%

**INSTRUCTIONS**

for \_\_\_\_\_  
 Project: Phase: \_\_\_\_\_  
 Trade: \_\_\_\_\_

Under "Total Employees", project the total number of employees to be used in the performance of the contract work by your firm and your subcontractors. Include within the projections, separate numbers for Journeyman and Apprentices by the letters "J" and "A". (See next page)

Contact Person \_\_\_\_\_  
 Firm Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Fax Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 DHR # \_\_\_\_\_  
 DHR Expiration Date: \_\_\_\_\_

RETURN WITH BID

**BIDDING & CONTRACT REQUIREMENTS**

Document 00 41 04-Bid Form-DHR Form PC-2

CDB Project Number : \_\_\_\_\_

CDB Contract No.	
Contractor I.D.	
FOR CDB OFFICE USE ONLY	

Contract/Trade Bid FEP Tech Monitored/Non-Monitored

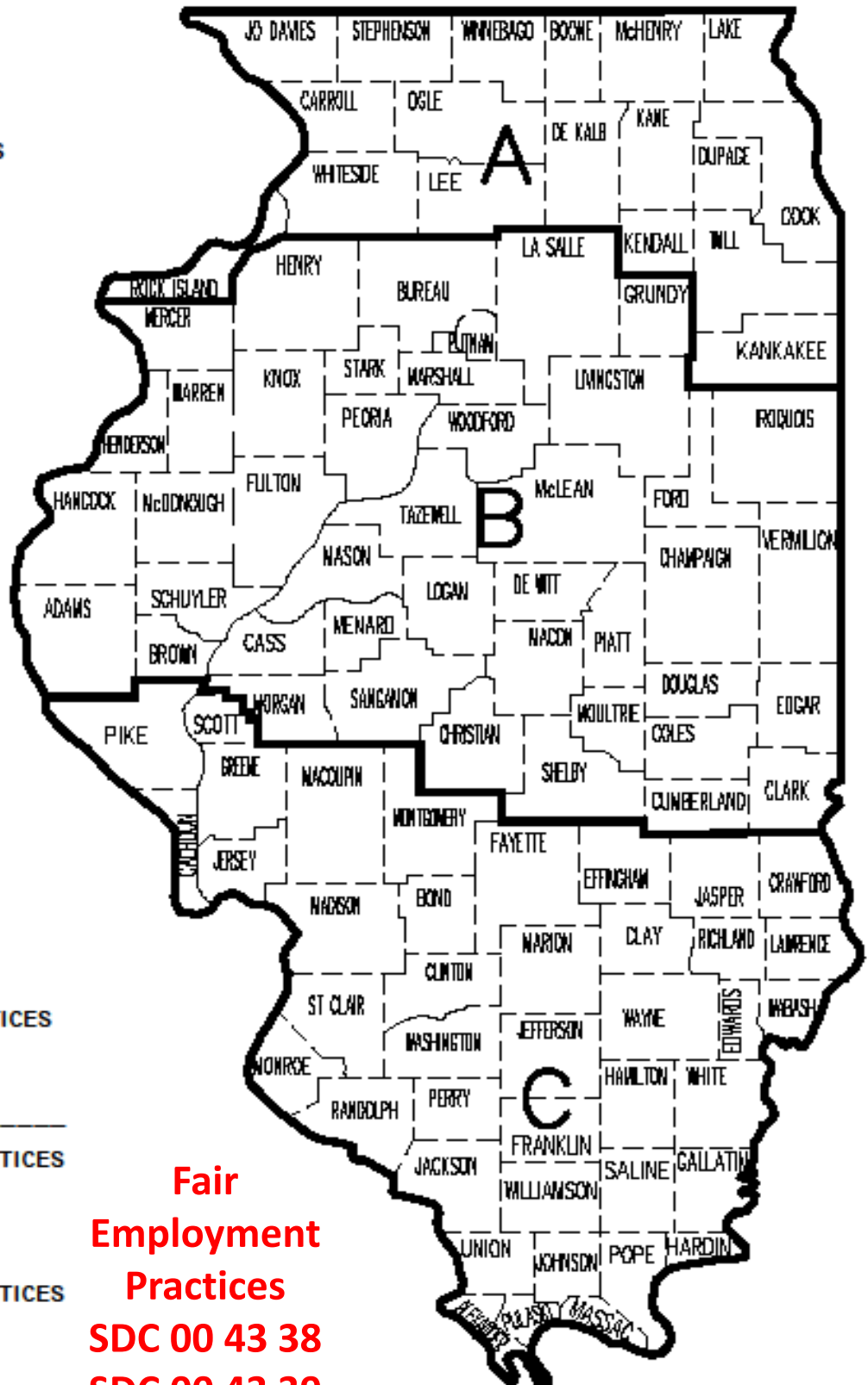
Trade Categories	Trade Code	African American				Hispanic				Native American				Asian				Caucasian				Veteran			
		Male		Female		Male		Female		Male		Female		Male		Female		Male		Female					
		J	A	J	A	J	J	A	J	A	A	J	A	J	A	J	A	J	A	J	A	J	A		
Sheet Metal	3																								
Equipment Operators	4																								
Elevator Mechanics	5																								
Ironworker/BoilerMakers	6																								
Carpenters	7																								
Acoustical Tilers	8																								
Ceramic Tilesetters	9																								
Brick Mason/Tuckpointers	10																								
Cement Masons	11																								
Lather - Metal/Wood	12																								
Tapers	13																								
Plasterers	14																								
Painters	15																								
Glaziers	16																								
Roofers	17																								
Metal Deck Roofers	18																								
Pipefitter/Sprinkler Fitters	19																								
Plumbers	20																								
Insulators	21																								
Temperature Control	22																								
Laborers	23																								
Electricians	24																								
Fencing/Guard Rails	25																								
Landscaping	26																								
Well Drilling	27																								
Truck Drivers	28																								
Air Test & Balancing	29																								
SndBlst/Wtrprfng Caulkers	30																								
Asbestos Workers	31																								
Terrazzo	32																								
Carpet	33																								
<b>TOTALS</b>																									

**NOTE:** Bidder's failure to complete DHR Form PC-2 may result in rejection of the bid. Bidder shall set forth a total projection of the total workforce to be allocated for this contract. Approval of the workforce hiring projection is a post-award requirement.

**A NORTHERN REGION**  
**COMPLIANCE TECHNICIAN**  
312-814-6823

**B CENTRAL REGION**  
**COMPLIANCE TECHNICIANS**  
217-558-6236  
217-524-0312

**C SOUTHERN REGION**  
**COMPLIANCE TECHNICIAN**  
618-874-8735



**FAIR EMPLOYMENT PRACTICES**  
**ADMINISTRATOR**  
312-814-6290

**FAIR EMPLOYMENT PRACTICES**  
**ADMINISTRATIVE ASST.**  
217-524-2838

**FAIR EMPLOYMENT PRACTICES**  
**OFFICE SPECIALIST**  
217-782-8540

**Fair  
Employment  
Practices**  
**SDC 00 43 38**  
**SDC 00 43 39**

# COMPLIANCE TECHNICIANS AREAS

## 00 43 39 MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

- .1 **Certification.** CDB will only accept Minority and Female Business Enterprise (MBE/FBE) firms certified by the Illinois Department of Central Management Services or certified with the Illinois Department of Transportation.
- .2 **Designated Projects.** CDB may designate projects with "MBE/FBE Participation Goals." See the bid form and Section 01 11 00 of the project manual for applicable goals for first level subcontractors and supplier MBE/FBE participation.
- .3 **Bid Form.** Each bidder shall name, on the bid form provided, the minority and female owned businesses it intends to use to meet the specified goals.
- .4 **MBE/FBE Bidder.** If the bidder is a minority or female owned business, indicate by stating "Bidder is an MBE/FBE firm" on the applicable page of the bid form. CDB encourages MBE/FBE prime bidders to use MBE/FBE subcontractors/suppliers.
- .5 **Joint Venture.** If the bidder is a joint venture, the percentage of ownership held by the MBE/FBE joint venturer may be used to meet the MBE/FBE goal for the contract.
- .6 **Subcontracts.** Subcontracting of work to a lower tier non-MBE/FBE firm which would reduce the proceeds received by the subcontracting MBE/FBE firm below the specified goal is prohibited. CDB may, in such cases, reject the bid or terminate the contract. Refer to Paragraph 00 51 20.2.A.10).
- .7 Request for Assistance with Bid.
  - A. **Bid Form:** Mark the box on the MBE/FBE bid form page which states, "Request for Assistance Box." This action does not constitute a request for consideration of a change/waiver.
  - B. **After Bid Opening:** CDB will contact an apparent low bidder who has marked the Request for Assistance Box in lieu of naming the MBE/FBE subcontractors/suppliers it intends to use to meet the specified goals, to provide listings of certified MBE/FBE firms which may be used.
  - C. After assistance has been obtained from the Office of Fair Employment Practices, the bidder shall have seven calendar days to submit the names of MBE/FBE subcontractors/suppliers it intends to use to meet the specified goals or request a consideration for a change or waiver of the specified MBE.FBE goal for the contract if the Contractor finds that its efforts have been to no avail. Documentation of good faith efforts to contract with MBE/FBE subcontractors and suppliers must be included.
- .8 Consideration for Change/Waiver Procedure - Include in the request:
  - A. All information indicating why the specified goal cannot be met.
  - B. A list of all MBE/FBE firms contacted and the dates they were contacted, including documentation from those firms.
  - C. Copies of all bid solicitation letters to MBE/FBE firms. Letters shall contain, as a minimum:
    - 1) Project Title and Location
    - 2) Classification of Work Items for Which Quotations are Requested
    - 3) Date, Time, and Place Quotations are Due
    - 4) Returnable Acknowledgment of the Solicitation
  - D. Evidence, such as a log, of telephone contact including time and date of call, telephone number, and name of the person called.

- E. All other evidence of good faith efforts made by the bidder to secure eligible MBE/FBE firms to meet the specified goal. Evidence may include documentation that states the following:
  - 1) A reasonable number of MBE/FBE firms were contacted.
  - 2) The work selected by the bidder for allocation to MBE/FBE firms was selected in order to increase the likelihood of achieving the specified goal.
  - 3) The bidder negotiated, in good faith, with the potential MBE/FBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited.
  - 4) The services of the referral agencies were used by the bidder in efforts to achieve the specified goal.
  - 5) The bidder attended CDB pre-bid meeting for the project.
  
- F. Other relevant information in support of its request.

**9. Request for Change of Subcontractor or Supplier.** A Contractor may make a request for change of an MBE/FBE subcontractor or supplier which it has previously listed at any time prior to, or after the award. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to CDB's Office of Fair Employment Practice. CDB will review each request and may, at its sole discretion, authorize the change.

- A. **Prior to Award.** The contractor may request approval of an MBE/FBE subcontractor or supplier other than one listed in its bid provided sufficient information is supplied by the Contractor as deemed appropriate by CDB's Office of Fair Employment Practice. CDB may require supporting documentation from the MBE/FBE subcontractor or supplier.
  
- B. **After Award.** If for any reason an approved MBE/FBE subcontractor or supplier fails to meet its contractual commitment to the Contractor or supplier after an award of contract or start of construction. CDB may require supporting documentation from the MBE/FBE subcontractor or supplier.



**BIDDING & CONTRACT REQUIREMENTS**  
Document 00 41 05 – Minority/Women/Veterans Business Enterprise Program Requirements

**RETURN WITH BID**

**Name of Bidder:** \_\_\_\_\_ **CDB PROJECT NO. (\*** \_\_\_\_\_ **)**

**(\* INSERT TRADE HERE) CONTRACT REQUIREMENTS FOR MINORITY/WOMEN/VETERANS BUSINESS PARTICIPATION**

- A. This project has goals for participation by minority and women owned businesses as first and second tier (level) subcontractors or suppliers, and as the prime contractor, in accord with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).

**GOALS:** The MBE/WBE goal for this contract is (\*INSERT PERCENT HERE) percent of the amount of the contract awarded by CDB.

- B. This project has goals for participation by veteran owned businesses as first and second tier (level) subcontractors or suppliers, and as the prime contractor, in accord with the Illinois Procurement Code (30 ILCS 500/45-57).

**GOALS:** The VBE goal for this contract is (\*INSERT PERCENT HERE) percent of the amount of the contract awarded by CDB.

- C. The contract award is defined as a Base Bid plus an or all alternates. Only MBE/WBE/VBE firms certified or registered with the Illinois Department of Central Management Services(CMS) are acceptable.

**NOTE:** MBE/WBE/VBE goals are in addition to those specified for workforce projections (DHR Form PC-2 Form).

**INSTRUCTIONS:** When Goals are established, the Bidder shall include below the names of certified minority/women/veteran owned business enterprises which will perform at least the percentage of the work specified in the Goals statement (see above) and the proposed dollar value of subcontract (percentage values are not acceptable). If the Bidder is a MBE/WBE/VBE, then list the work to be done with own forces on the form. If the Bidder needs assistance in identifying subcontractors or suppliers, contact CDB's Fair Employment Practices Unit(FEP) Unit and assistance will be provided in accordance with the MBE/WBE/VBE requirements in the Standard Documents for Construction. Efforts to comply with these requirements will be considered in evaluating whether the bid is responsive.

- ❖ A completed 4105 Form should be provided with the vendor's bid. Submission of a blank 4105 form (defined as no participation listed) with a bid that includes Minorities, Women or Veterans Business Enterprise goals requires submission of Good Faith Effort (GFE) documentation (without notice) within 4 (four) calendar days of the bid date and checking the associated box on the 4105 form. In this case a 10 day cure period is not applicable. Good Faith Effort documentation should identify efforts made prior to bid due date. Failure to provide any of the required documentation may result in the vendor's bid being deemed non-responsive. Submit documentation to CDB.FEP@illinois.gov.
- ❖ If the percentage of the work (Base Bid plus all Alternates) is less than the specified goals, bidder shall be notified and afforded a period not to exceed 10 (ten) calendar days from the date of notification (10 day cure period) to cure deficiencies or submit written evidence of its good faith efforts to achieve the goals.
- ❖ Firms cannot be identified after the 10 day cure period.
- ❖ Failure to identify firms, submit good faith effort, or both within the 10 day cure period will result in rejection of bid.
- ❖ Firms shall be certified or registered with CMS as an MBE/WBE/VBE prior to bid opening.
- ❖ Firms can only be used to satisfy one goal, MBE, WBE, or VBE – not multiple goals.
- ❖ See the 2009 Standard Documents for Construction and the most current Supplement: 00 43 39 .10 – Calculation of MBE/WBE/VBE Participation as a Material Supplier or Subcontractor.

**BIDDER'S MBE/WBE/VBE PARTICIPATION SHOULD BE LISTED ON THE FOLLOWING BASE BID SHEETS AND ALTERNATE SHEETS (IF APPLICABLE).**

(Attach additional sheet if necessary)



**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 05 – Minority/Women/Veterans Business Enterprise Program Requirements**

**RETURN WITH BID**

CDB PROJECT NO. (\* )

**Name of Bidder:** \_\_\_\_\_

**BASE BID:**

	CDB Prequalification or Registration Number, Name of MBE/WBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract	Telephone Number	MBE/WBE/VBE Designation And Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS	Trade Performed or Supply Provided	Description / Scope of Work	CDB Use Only CMS Expiration Date
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

CDB-00 41 05 November 1, 2018  
 CDB (\*Project Number)

00 41 05 - 2

(\*Specify as appropriate)

FOR CDB USE ONLY:  
 Original \_\_\_\_\_  
 Amendment # \_\_\_\_\_  
 Date Amended \_\_\_\_\_



**RETURN WITH BID**

**ALTERNATE BID NO.**

CDB Prequalification or Registration Number, Name of MBE/WBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract	Telephone Number	MBE/WBE/VBE Designation And Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS	Trade Performed or Supply Provided	Description / Scope of Work	CDB Use Only CMS Expiration Date
1.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
2.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
3.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			

**ALTERNATE BID NO.**

CDB Prequalification or Registration Number, Name of MBE/WBE/VBE Firm Address City State Zip	Proposed \$ Value of Subcontract	Telephone Number	MBE/WBE/VBE Designation And Certifying Agency <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS	Trade Performed or Supply Provided	Description / Scope of Work	CDB Use Only CMS Expiration Date
1.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
2.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
3.			<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			

CDB-00 41 05 November 1, 2018  
 CDB (\*Project Number)

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(\*Specify as appropriate)

FOR CDB USE ONLY:  
 Original \_\_\_\_\_  
 Amendment # \_\_\_\_\_  
 Date Amended \_\_\_\_\_

**RETURN WITH BID**

**Name of Bidder:** \_\_\_\_\_

**CDB PROJECT NO.** (\* - - )

The Bidder represents to CDB that, to the best of its knowledge and belief:

1. Each of the subcontractors and suppliers listed is certified by CMS under the provisions and definitions in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575) and Illinois Procurement Code (30 ILCS 500/45-57) as a minority-owned business, woman-owned business, business owned by a person with a disability, or veteran-owned business.
2. The subcontract(s) which will be executed by the Bidder for the first and/or second level subcontractors and suppliers if the Bidder is awarded this contract by CDB will meet or exceed the specified MBE/WBE/PBE goals and will comply with all provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
3. The subcontract(s) which will be executed by the Bidder for the first and/or second level subcontractors and suppliers if the Bidder is awarded this contract by CDB will meet or exceed the specified VBE goals and will comply with all provisions of the Illinois Procurement Code (30 ILCS 500/45-57).

**If a blank 4105 Form (defined as no eligible participation listed) is submitted with the bid, the Bidder shall check the box and submit Good Faith Effort documentation with the bid documentation by the bid deadline:  check if applicable**

Bidder agrees to and certifies that it will comply with the contractual requirements specified in Article 00 43 39 of CDB's Standard Documents for Construction, and the most current Supplement, regarding the Minority, Women, Persons with Disabilities and Veterans Business Enterprise Program Acts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**SIGNATURE IS REQUIRED**

# Good Faith Effort Documentation Deficiencies

---

**Bid solicitations but no details of responses from bidders**

---

**No documentation of additional efforts during the 10-day cure period**

---

**Bidder did not attend the pre-bid meeting or reach out to FEP for assistance with goals**

---

**Incomplete call logs**

---

**No follow-up on emails and phone calls**

---

**Failure to use CMS' BEP Portal to search for participation**

## GOOD FAITH EFFORT DOCUMENTATION CHECKLIST

When submitting a good faith effort response, the following documentation showing the bidder's action to rectify deficient goals for minority, women, persons with disabilities, and veteran-owned business enterprises (MBE/WBE/PBE/VBE) **must** include the following:

- 1) All information indicating why the specified goal cannot be met.
- 2) A list of all MBE/WBE/PBE/VBE firms the bidder has used in the current and prior fiscal years, if available. The fiscal year runs from July 1 until June 30.
- 3) A list of all certified MBE/WBE/PBE/VBE firms eligible to perform the work, if available. Only certified eligible firms identified by Central Management Services (CMS) will be accepted.
- 4) A clear determination that the number of certified MBE/WBE/PBE/VBE firms eligible to perform the work is insufficient to ensure adequate competition.
- 5) Demonstrated proof that the MBE/WBE/PBE/VBE firms' prices were excessive or unreasonable, if available.
- 6) A list of all MBE/WBE/PBE/VBE firms contacted, including documentation from those firms. Documentation shall include, when applicable:
  - a. A log of telephone contact including date and time of call, telephone number, name of person called, and the outcome of the call;
  - b. Copies of written or electronic email correspondence showing the date, postal or email address, name of person contacted, and subsequent correspondence that reflects the outcome.
- 7) Copies of all bid solicitation letters or electronic email correspondence to MBE/WBE/PBE/VBE firms. Letters shall contain, at a minimum:
  - a. Project title and location;
  - b. Classification of work items for which quotations are requested;
  - c. Date, time, and place quotations are due; and
  - d. Returnable acknowledgment of the solicitation.
- 8) All other evidence of good faith efforts made by the bidder to secure eligible MBE/WBE/PBE/VBE firms to meet the specified goal including documentation that demonstrates the following:
  - a. A reasonable number of MBE/WBE/PBE/VBE firms were contacted.
  - b. The work selected by the bidder for allocation to MBE/WBE/PBE/VBE firms was selected in order to increase the likelihood of achieving the specified goal.
  - c. The bidder negotiated, in good faith, with the potential MBE/WBE/PBE/VBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited, if available.

- d. The MBE/WBE/PBE/VBE firms were not rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities, if available.
  - e. The bidder engaged with Fair Employment Practices (FEP) staff for assistance in its efforts to achieve the specified participation.
  - f. The bidder attended the CDB pre-bid meeting for the project.
- 9) All actions taken to solicit MBE/WBE/PBE/VBE firms both pre-bid opening date and post-bid opening date.
- 10) A revised 00 41 05 Form if the MBE/WBE/PBE/VBE participation increases during the 10-day cure period.
- 11) Other relevant information in support of the waiver request.

FEP will consider all evidence of good faith efforts made by the bidder to secure eligible MBE/WBE/PBE/VBE firms to meet the specified goal, including, but not limited to, whether diligent efforts were made to identify and solicit eligible MBE/WBE/PBE/VBE businesses, the total number of exemptions granted during the current and prior fiscal years, and the performance of other bidders in satisfying the specified MBE/WBE/PBE/VBE participation goals. For example, when the apparent low successful bidder fails to commit to the contract goals, but other bidders commit to the goals, CDB will raise the question of whether, with additional efforts, the apparent successful bidder could have committed to the goal.



# Good Faith Effort (GFE) Determination

## Responsive Bidder

- Bidder 1 is an MBE contractor that exceeded the 25% MBE and 3% WBE goals but did not meet 2% VBE goal on the project.
- On 11/15/2019, FEP sent a reminder email regarding the 10-day cure period for GFE documentation.
- On 11/13/2019, CGI submitted “Good Faith Effort” documentation that consisted of the following:
  - Good Faith Effort letter;
  - Good Faith Effort contact database;
  - Call Log;
  - "Overall Project Reach" Report from the solicitation showing companies viewed, and bidding totals.







# Good Faith Effort (GFE) Determination

## Non-Responsive Bidder

- Bidder 2 is a General Contractor that exceeded the 3% WBE goal with 25.71% participation but did not meet the 20% MBE goal or the 1% VBE goal on the project.
- On 10/19, 10/22 and 10/27/2020, FEP sent reminder emails to Bidder 2 regarding the 10-day cure period for GFE documentation.
- On 11/03/2019, Bidder 2 submitted “Good Faith Effort” documentation that consisted of the following:
  - Good Faith Efforts Checklist with their responses to each checklist item;
  - A letter that listed the timeline;
  - GFE efforts to obtain participation;
  - Second notice email solicitation;
  - E-mail solicitation to CMS' BEP Portal contacts;
  - Emails to/from subcontractors/suppliers solicited on the bid invitation;
  - Emails with subcontractors/suppliers regarding bid proposals and bids



# Commonly Seen Issues

## 4105 Form

- Listing subcontractors/suppliers that are not certified on CMS' BEP Portal
- More than one box checked as M/W/VBE
- Listing a BEP vendor for trades/scopes that they are not certified to provide
  - Ex: Roofing contractor providing plumbing supplies
- No dollar amounts listed or use of percentages instead of dollar amounts

## Other

- Incomplete GFE documentation
- Not utilizing a BEP partner for the work/supplies listed on the 4105
  - Ex: Contractor self-performing work a BEP vendor was supposed to do as listed on the 4105
- Missing final lien waivers or wrong dollar amounts on final lien waiver
- CSV dollar amounts not matching the dollar amounts on the 665 form



Prime Firm Registration Number _____  CDB Project No.: _____  CDB Contract #: _____  Project Title: _____ Contractor's Name _____  _____  Official Address (Street) _____  _____  (City, State, Zip Code) _____  _____  Area Code and Telephone _____  _____	Subcontractor/Supplier Firm Registration Number _____  Subcontractor's/Supplier's Name _____  _____  Official Address (Street) _____  _____  (City, State, Zip Code) _____  _____  Area Code and Telephone _____  _____  Email Address _____  CEI Certified: <input type="checkbox"/> Yes <input type="checkbox"/> No Certification Expiration: _____ Check One: <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier
---	--

- I. Subcontractor/Supplier certifies that the proposed subcontract will be in the amount of \$ \_\_\_\_\_ for \_\_\_\_\_ (Commodity Codes) \_\_\_\_\_ work.
- II. This Subcontractor/Supplier has selected/designated the following certification for work on this project:
- A.  MBE Check one:  African American  Hispanic or Latino  Asian American  
 American Indian or Alaska Native  Native Hawaiian or other Pacific Islander
- B.  WBE
- C.  PBE or
- D.  Veteran owned
- as defined in Section 2 of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575) and the Illinois Procurement Code (30 ILCS 500/45-57). See reverse side.
- III. **Subcontractor certifies that:**
- Yes  No It will perform a commercially useful function by performing, managing and supervising the work.
- Yes  No It will perform at least \_\_\_\_\_ % of the work with its own workforce subject to the subcontract (30% minimum of total cost of contract).
- Yes  No A portion of this work will be subcontracted to a lower tier, non-MBE/WBE/PBE/VBE firm.  
 If yes, \$ \_\_\_\_\_ will be subcontracted to a lower tier firm.
- Yes  No If a trucking company, \_\_\_\_\_ % of the subcontract will be performed with trucks it owns using drivers it employs.
- Supplier certifies that it:**
- Yes  No Is not an extra participant in this transaction through which funds are passed.
- Yes  No Is a supplier regularly engaged in the sale of these products or is a manufacturer.
- IV. Subcontractor/Supplier certifies that the information included herein is true and correct, and that the Subcontractor/Supplier will **comply with the Standard Documents for Construction (and any current supplement), Article 00 43 39**. The subcontractor agrees, if Contractor is awarded the Project, to enter into the indicated subcontract. Subcontractor/Supplier agrees to immediately notify CDB of all changes to its MBE/WBE/PBE/VBE certification, which are known or should have been known, by the Subcontractor/Supplier. This includes expiration of the MBE/WBE/PBE/VBE certification.
- V. **A true copy of the signed subcontract or supply agreement shall be delivered to CDB in accordance with Article 00 51 40.2 of the Standard Documents for Construction (SDCs)**, and CDB shall be given complete and accurate information on all forms required to be submitted pursuant to the SDCs and all other documents requested by CDB regarding the actual work performed on the project and the payments under the subcontract.

**NOTE:** IT IS A CRIME UNDER THE LAWS OF THE STATE OF ILLINOIS TO OBTAIN A STATE CONTRACT BY MAKING FALSE STATEMENTS OR MISREPRESENTATIONS TO A STATE AGENCY.

Respectfully submitted, signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_ Signature \_\_\_\_\_  
 \_\_\_\_\_ Title \_\_\_\_\_

## DEFINITIONS:

- A. **Minority Person.** Minority person is a citizen or lawful permanent resident of the United States and who is:
1. African American (a person having origins in any of the black racial groups in Africa);
  2. Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race);
  3. Asian (a person having origins in any of the original peoples of the Far East, southeastern Asia, or the Indian Subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam);
  4. American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment); or
  5. Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- B. **Woman.** Woman is a person who is a citizen or a lawful permanent resident of the United States and who is of the female gender.
- C. **Person with a disability.** Person with a disability means a person who is a citizen or lawful resident of the United States with a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, Crohn's disease, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, an intellectual disability, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, ulcerative colitis, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Please see 30 ILCS 575/2 for the complete definition.
- D. **Veteran.** A veteran is a person who (i) has been a member of the Armed Forces of the United States or, while a citizen of the United States, was a member of the Armed Forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.
- E. **Minority Owned Business (Minority Business Enterprise or MBE).** Minority owned business is a business concern which is at least 51 percent owned by one or more minority persons, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- F. **Women Owned Business (Women Business Enterprise or WBE).** Women owned business is a business concern which is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- G. **Business owned by a person with a disability (Persons with Disability Business Enterprise or PBE).** Business owned by a person with a disability is a business that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability."
- H. **Veteran Owned Small Business.** A small business (i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Illinois Commission on Equity and Inclusion.

### E-MAIL THIS FORM:

This form must be submitted to CDB electronically. This form must contain an original signature and be submitted to the FEP Compliance Technician assigned to the Project as a PDF document.

# MMUR Form

State of Illinois  
CAPITAL DEVELOPMENT BOARD

**0516**  
Monthly Manpower Utilization Report  
MMUR

Contractor Name: \_\_\_\_\_

Contract Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

			-				-			
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CDB Project Number

		-				-			
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CDB Contract Number

Final  
MMUR: YES  NO

Submitted for month of:

(1 MMUR each month is required throughout the project.)

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Month

Year

Provide the name and address of your subcontractor(s) performing work this month. Your subcontractor's employees and their respective hours are to be included with those of your firm's. Subcontractors are not to submit separate MMURs to CDB.

Subcontractor(s) Name	Subcontractor(s) Address

Provide the following information for all minority and female tradespersons performing work this month. (Attach additional sheet(s) if necessary. Please type or print legibly.)

Minority /Female/Veteran Tradesperson Name, Address & Telephone Number	M*	F*	V*	Ethnicity	Job Category

M\* - Minority    F\* - Female    V\* - Veteran    (Check one)

This report is to be completed for each month throughout the project, regardless of the hours worked. During any monthly period when there are "no hours worked", please indicate so on the last two pages of this report. Failure to submit this report will constitute noncompliance with this contract. Additional forms may be downloaded from CDB's website: [www.illinois.gov/cdb](http://www.illinois.gov/cdb)  
 For questions regarding the MMUR, please call 217/524-2838 or 217/524-0312. Please forward the monthly MMUR directly to CDB, Attn: FEP, 401 South Spring St. Springfield, IL 62706.  
 E-MAIL THIS FORM: This form may be submitted to CDB electronically. To meet contractual requirements, form submitted to CDB must have an original signature. Attach a completed form to an e-mail addressed to [CDB.MMUR@illinois.gov](mailto:CDB.MMUR@illinois.gov). All CDB e-mail addresses are available on our website: [www.illinois.gov/cdb](http://www.illinois.gov/cdb)  
**Reminder:** 820 ILCS 130/5 requires contractors and subcontractors participating in public works projects to submit **certified payroll** for each month during which construction on the public works project occurred to the public body in charge of the project. Willfully failing to file certified payroll as required is a violation of the Prevailing Wage Act and may be punishable as a Class A misdemeanor.

**NOTE:** Complete all pages of this form. MMUR will be rejected if all pages are not completed.

**NUMBER OF EMPLOYEES**

JOB CATEGORIES	Trade Codes	Total Employed		African American				Hispanic				Native American				Asian				Caucasian				Veteran			
		M	F	M		F		M		F		M		F		M		F		M		F		M		F	
				J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A	J	A
Sheet Metal	03																										
Equipment Operators	04																										
Mechanics	05																										
Iron Workers/Boiler Makers	06																										
Carpenters	07																										
Acoustical Tilers	08																										
Ceramic Tile Setters	09																										
Brick Masons/Tuck Pointers	10																										
Cement Masons	11																										
Lathers (Metal/Wood)	12																										
Tapers	13																										
Plasterers	14																										
Painters	15																										
Glaziers	16																										
Roofers	17																										
Metal Deck Roofers	18																										
Pipe Fitters/Sprinkler Fitters	19																										
Plumbers	20																										
Insulators	21																										
Temperature Control	22																										
Laborers	23																										
Electricians	24																										
Fencing, Guard Rails	25																										
Landscaping	26																										
Well Drilling	27																										
Truck Drivers	28																										
Air Test & Balancing	29																										
Sand Blasters/Water Proofers/Caulkers	30																										
Asbestos Workers	31																										
Terrazzo	32																										
Carpet	33																										

LEGEND: J=Journeyman A=Apprentice M=Male F=Female

NOTE: Complete all pages of this form. MMUR will be rejected if all pages are not completed.

# Pre-Construction Meeting

SDC 01 31 22



**Scheduled within seven (7) days  
after Notice of Award**

**Attendees:**

- **CDB Project Manager**
- **Contractors**
- **A/E**
- **Using Agency  
Representative**
- **Major  
Subcontractors**



# CAPITAL DEVELOPMENT BOARD

## Pre-Construction Meeting Agenda

[Publish Date]

CDB Project Number: [Project No.] Phase #: Choose an item.

Project Title: [Title]

Project Location: [Project Address]

Building Number(s): Click or tap here to enter text.

### 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.

[Abstract]



- 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. 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.

#### 6. GENERAL REQUIREMENTS

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[Project No.]  
 CDB Pre-Construction Meeting Agenda  
 [Publish Date]

Page 2 of 10

- 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. MBE, WBE, PBE and VBE suppliers or contractors shall be identified and match the submitted 00665 form.

- a) MBE, WBE, PBE and VBE suppliers and contractors shall be identified in the CSV (recommended in bold with corresponding designation (MBE, WBE, PBE 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.

#### 7. 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.

#### 8. 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. Contract 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 2<sup>nd</sup> 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. If 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.

**9. 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.

## 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/certificate-of-operating-and-training.doc>)
  - v. If applicable, Roofing System Manufacturer's Warranty (RSMW)  
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rsmw.doc>) **OR** Roof Warranty – Non RSMW  
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/roof-warranty-non-rsmw.docx>)
  - vi. If applicable, Pre-engineered Metal Building Manufacturer's Warranty PBMW
  - vii. O&M Manual(s)
  - viii. Testing and Balancing reports, if necessary
  - ix. Spare parts list, if necessary.
  - x. Complete set(s) of shop drawings
  - xi. Contractor one (1) year warranty for material and labor on company letterhead.
  - xii. List of suppliers, vendors, and subcontractors with names, addresses and telephone numbers.
  - xiii. 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 Warranty RSMW  
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/rsmw.doc>) **OR** Roof Warranty – Non RSMW  
(<https://cdb.illinois.gov/content/dam/soi/en/web/cdb/business/library/documents/roof-warranty-non-rsmw.docx>)
  - xi. If not provided at Substantial Completion, Pre-engineered Metal Building Manufacturer’s Warranty PBMW
  - 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)

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[Project No.]

CDB Pre-Construction Meeting Agenda

[Publish Date]

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## **SDC**

### **01 31 22 PRECONSTRUCTION CONFERENCES.**

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

- **Time is of the essence (00 72 10)**
  - No compensation for delay
- **“Issued for Construction” documents (00 72 15)**
  - If requirements are unclear, the most stringent apply
- **Responsibilities of Coordinating & Assigned Contractors**
  - SDC 00 72 20
- **Rights & Responsibilities**
  - CDB 00 72 25
  - A/E 00 72 35
  - CONTRACTOR 00 72 40
- **Alternative Dispute Resolution**
  - SDC 00 72 60

SDC 00 72 00

# GENERAL CONDITIONS

**00 72 00 GENERAL CONDITIONS**

**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 described or required by the project manual. When an item appears in either the project manual or the drawings, but not both, it shall not be considered to be an ambiguity or inconsistency. In the event that an item in the project manual is inconsistent with the same item in drawings, the contractor shall provide whichever is the more stringent or the most favorable to the State, as determined by CDB. If it is not possible to make the determination, the project manual shall control over the drawings.
  
- .3    **Interpretations and Clarification.** All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the A/E, who will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of CDB.

- .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.

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.

## SDC

### 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.
- .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 60 DISPUTES AND ALTERNATIVE DISPUTE RESOLUTION (ADR)**

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

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

**.3 Definitions.**

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

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

**ADR:** ADR is a process conducted with the assistance of a neutral person or persons the parties agree is unbiased and qualified to understand the dispute and make the determinations that may be required. Forms of ADR that may be utilized include, but are not limited to, mediation, mini-trials, a dispute resolution board, or resolution through expert opinion, but do not include arbitration or binding decisions.

**.4 Cooperation.** In the event that disputes arise, CDB and the Contractor agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, CDB and the Contractor agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. CDB and the Contractor agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the Contractor and CDB agree to have in attendance a person with actual authority to resolve the dispute. When approval of CDB's Board is required, CDB personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on a form for ADR or a neutral to facilitate the ADR, then CDB shall make the determination and its determination shall be final.

**.5 Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.

**.6 Subcontractors and Suppliers.** The contractor shall require its subcontractors and suppliers to agree to and be bound by this provision.

**.7 Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be disposed or called to testify in any subsequent litigation.



## Supplementary Conditions

SDC 00 73 00

- **Bonds and Insurance 00 73 16**
- **Licensing 00 73 40**
- **Prevailing Wages 00 73 43**
  - You must pay current prevailing wages
  - You must post current prevailing wages
  - Link from CDB website or go to <http://www.illinois.gov/idol/Laws-Rules/CONMEB/Pages/Rates.aspx>

**00 73 00 SUPPLEMENTARY CONDITIONS****00 73 16 BONDS AND INSURANCE GENERAL REQUIREMENTS**

- .1 Bonds and Insurance Requirements.** The Contractor shall submit and keep in force bonds and insurance as specified herein unless modified in the project manual.
- .2 Contractor's Duty to Maintain Bonds and Insurance.** The Contractor shall have the duty to confirm that the terms of all bonds and insurance comply with the bidding documents including the SDC. No action or failure to act on the part of CDB shall constitute a waiver of any requirement.
- .3 Failure to Maintain.** If CDB determines at any time that bonds or insurance do not meet the requirements, this shall constitute a material breach of the contract. CDB shall provide prompt notice to the Contractor and in its sole discretion may take any one or more of the following measures to protect itself and the public from the effect of the Contractor's breach, should the Contractor fail to correct the breach within 5 days of CDB's notice.
  - A. Order the Contractor to cease all operations at the site, except security and safety services, until the proper bonds and insurance shall be procured and made fully effective. The cost of any such interruption of the work, and any delays resulting there from, shall be borne by the Contractor and his surety, and may be paid out of contract funds in the hands of the CDB which are due, or to become due, to the Contractor. Damage claims of subcontractor, material suppliers and the Using Agency, as well as the claims of the CDB as recognized in the sole discretion of the CDB, shall be included in the costs contemplated in this Article.
  - B. In the event the Contractor's insurance shall not comply with the contract requirements, lapse or be canceled for any reason during the course of the work, CDB may, in its sole discretion, declare the Contractor to be in default and tender completion to the surety pursuant to the termination procedures set forth herein.
  - C. In the exercise of any of its rights as declared in Paragraphs **00 73 16.3.A through 00 73 16.3.B** inclusive, CDB does not waive any of its other rights provided in the contract documents.
  - D. Should it become necessary to make a claim on the Contractor's insurance policies and it is discovered that the insurance policies do not meet the CDB insurance requirements set forth in the contract documents, the Contractor and surety shall be liable for all claims to the extent they would have been covered by the insurance policies had they been in compliance with CDB requirements.

**00 73 40 LICENSING**

- .1 **General.** Each Contractor shall be responsible for compliance with all applicable contractor and trades person licensing with the appropriate State agency. This includes, but is not limited to:
- A. Roofing - IL Dept. of Professional Regulation
  - B. Plumbing - IL Dept. of Public Health
  - C. Asbestos Abatement - IL Dept. of Public Health
  - D. Lead Abatement - IL Dept. of Public Health;
  - E. Well drilling - IL Dept. of Public Health
  - F. Underground Storage Tanks - Office of the State Fire Marshal
  - G. Private Sewage Disposal Contractor's License - IL Dept. of Public Health
  - H. Structural Pest Control Operators - IL Dept. of Public Health
  - I. Fire Equipment Distributor License - Office of the State Fire Marshal
  - J. Illinois Explosives Act - IL Dept. of Natural Resources
  - K. Alarms – Dept. of Professional Regulations
  - L. Elevator Mechanic - State Fire Marshal
  - M. Fire Sprinkler Contractor - State Fire Marshal

The Contractor shall submit copies of all licenses applicable to its work to the Architect/Engineer (A/E).

**00 73 43      PREVAILING WAGES**

- .1 **Wages in Project Manual.** Pursuant to the Wages of Employees on Public Works Act (820 ILCS 130), the project manual includes the prevailing rate of wages for the county where the work is being performed and for each craft or type of worker needed to execute the contract.
- .2 **Prevailing Wage Act.** The act regulates wages of laborers, mechanics, and other workers employed in any public works by the state, county, city, or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130) and provides in part that the Contractor, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Contractor shall prominently post the current schedule of prevailing wages at the project site and shall notify immediately in writing all of its subcontractors, etc., of all changes in the Schedule of Prevailing Wages.
- .3 **Wage Increases.** Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not at the expense of CDB.
- .4 **Change Orders.** Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed.
- .5 **Rates Published.** CDB will publish notice of revisions as provided by the Illinois Department of Labor (IDOL) internet Site (<http://www.idol.state.il.us>).

## SDC

### 00 73 19

### BUILDER'S RISK INSURANCE

- .1 **Designated Contractor.** Builder's Risk Insurance shall be purchased and maintained by the Contractor(s) designated in Section 01 11 00 of the project manual.
- A. The policy shall be a Completed Value All Risk Builder's Risk. The policy shall be written in an amount equal to 100% of the total of the contract or 100% of the total sum of all contracts if there are assigned contracts.
- B. Coverage shall include the following work and property:
- 1) The installed work of all contractors until substantial completion of the entire project.
  - 2) Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit. For additional information regarding stored materials, see herein.
  - 3) Construction forms, scaffolding and temporary structures on the premises.
  - 4) Drawings and specifications used to document as-constructed conditions.
  - 5) Debris removal resulting from a covered peril.
  - 6) Fire or collapse resulting from excluded perils.
- C. Coverage may only exclude the following property:
- 1) tools, equipment and other personal property of the contractors and their employees;
  - 2) vehicles of any kind;
  - 3) lawns, trees, shrubs or plants; and,
  - 4) the value of existing buildings prior to renovation under this contract.
- D. Perils excluded may only include:
- 1) earth movement, including earthquake, landslide or mud slide;
  - 2) flood, sewer backup, and seepage;
  - 3) dishonest acts of the insured or its employees;
  - 4) trick or fraud;
  - 5) mysterious disappearance;
  - 6) inventory shortage;
  - 7) corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;
  - 8) changes or extremes of temperature and humidity;
  - 9) settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
  - 10) operation of building ordinances or laws;
  - 11) loss of use or occupancy;
  - 12) design error, except resulting damage;
  - 13) war, rebellion, insurrection, radioactive contamination, and. 14) pollution clean up, unless the release results from a covered peril.

- .2 Additional Insured. CDB, the Using Agency and all assigned contractors shall, by endorsement, be included as additional named insureds.
- .3 Deductible. A deductible clause of maximum of \$5,000 per loss shall be included.
  - A. CDB will assume responsibility for the deductible amount for installed work unless responsibility for the loss can be attributed to a negligent act by a single contractor.
  - B. Each contractor shall assume responsibility for the deductible amount for losses under .1B.2) and .1B3), above.
- .4 CDB Rights. CDB reserves the right to take over the policy or extend coverage after default, cancellation or termination of coverage for any reason.
- .5 Beneficial Occupancy. The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to substantial completion of the project by CDB.
- .6 Waiver of Damages. CDB, the Using Agency, the Architect/Engineer and each Contractor waive all rights each against the others for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. Each insured Contractor shall require similar waivers of subrogation from all subcontractors.



- .1 **General.** All Contractors shall familiarize themselves with the acts referenced in this paragraph and shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at the time of bidding. Nothing in the acts shall be construed to prohibit the payment of more than the prevailing wage scale.
  
- .2 **Statutory Requirements.** In the employment and use of labor, the Contractor shall conform to all Illinois statutory requirements regarding labor including but not limited to the following Acts:
  - A. **Equal Employment Opportunity.** Applicable Laws: State of Illinois policy and law, set out in the Illinois Constitution, Article 1, Section 17, requires that employment opportunities be free from discrimination. The equal employment clause contained in 775 ILCS 5/2-105 et seq. is incorporated into the contract and is intended to insure compliance with the applicable laws and with the Illinois Department of Human Rights Rules and Regulations for Public Contracts. The Contractor shall conform to all provisions of the Equal Employment Opportunity Clause (44 Illinois Administrative Code, Ch. X, Sec. 750, Appendix A), and shall include said clause, verbatim or by reference, in each of its subcontracts under which any portion of the contract obligations will be undertaken or assumed, so that the provisions of the clause will be binding upon all such subcontractors.
  - B. Veterans Preference Act, (330 ILCS 55).
  - C. The Service Men’s Employment Tenure Act, (330 ILCS 60).
  - D. Child Labor Law, (820 ILCS 205).
  - E. Unified Code of Corrections, (730 ILCS 5/3-12-1 et seq.) Unauthorized employment of convict labor.
  - F. Employment of Illinois Workers on Public Works Act, (30 ILCS 570) requiring employment of Illinois workers on public works projects.
  - G. The Worker’s Compensation Act, (820 ILCS 305).
  - H. Drug Free Workplace Act, (30 ILCS 580).
  - I. The Human Rights Act, (775 ILCS 5/1-101).
  - J. The Public Employment Discrimination Act, (775 ILCS 10).
  
- .3 **Federal-funded Projects.** When Federal participation is included on the project as noted in the project manual, compliance with Federal Equal Employment requirements does not relieve the Contractor of its duty to comply with Illinois Equal Employment requirements.
  
- .4 **Certified Payroll.** State law 820 ILCS 130/5 requires all contractors and sub-contractors working on state construction projects to submit certified payroll records to the Capital Development Board. Contractors must submit these records once a month. The payroll records must include all workers employed by contractors on the project.



# **Contract Administration Fee (CAF)**

**SDC 01 29 76.2**

- **Invoice CAF on first pay request**
  - **The amount will be shown on the Notice of Award**
- **Reimburse CDB for CAF prior to second pay request**
- **Send CAF check to CDB Fiscal in Springfield**

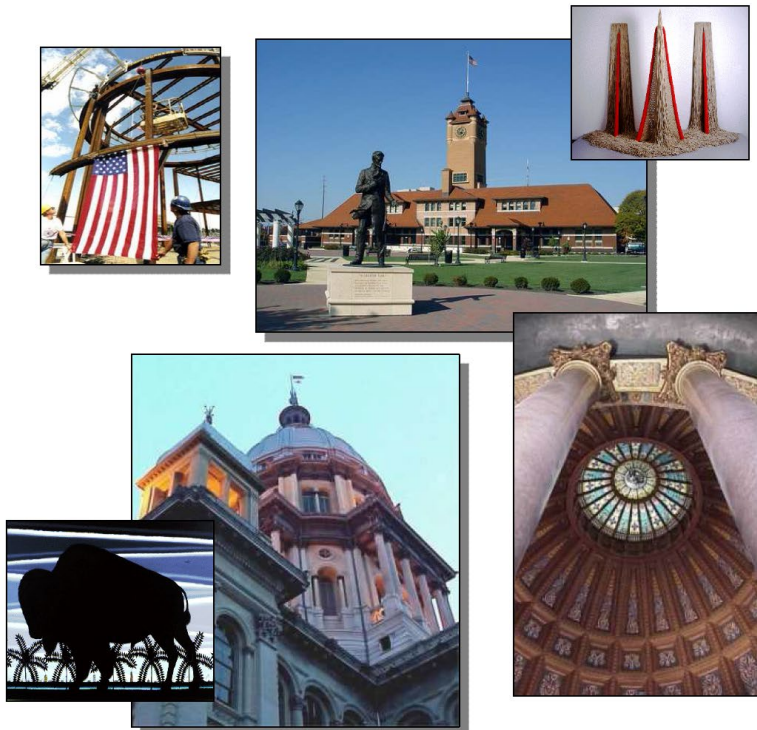
## SDC

### 01 29 76 PROGRESS PAYMENT PROCEDURES

- .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.

# Refer to Standard Documents for Construction Manual (SDC 01 31 23)

## *“Pay Progress Meeting”*



**Monthly Pay / Progress  
Meetings**

**SDC 01 31 23**



# CAPITAL DEVELOPMENT BOARD

## Monthly Pay/ Progress Meeting

---

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.](#)

**SDC**

**01 31 23 PAYMENT AND PROGRESS MEETINGS.**

CDB will schedule and administer payment and progress meetings. A/E will distribute written notice and agenda in advance of the meeting date. The A/E shall also record and distribute minutes of the meeting to participants within seven (7) calendar days.

## **SDC**

### **01 78 39 PROJECT RECORD DOCUMENTS**

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





# Construction Progress Schedules

SDC 01 32 00

- **Assigned contractors submit to Coordinating Contractor within 7 days after Authorization to Proceed (ATP).**
- **Coordinating Contractor submits to A/E within 14 calendar days after Authorization to Proceed (ATP).**
- **Project Manual (Critical Path Method) or as specified in the project manual**
- **Update monthly**
- **Progress payment and reduction of retainage may be denied for failure to maintain and/or update the schedule.**

**01 32 00 CONSTRUCTION PROGRESS SCHEDULES**

- .1 **General.** The Coordinating Contractor shall prepare and maintain a detailed project schedule as required herein. It shall indicate how the contractors plan to complete the work within the contract time and meet any contractually specified intermediate milestone dates. The project schedule shall be the Contractor's working schedule and used to execute the work, record and report actual progress.
- .2 **Inclusions.** The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Submittal and approval of shop drawings and samples and delivery dates of critical material or equipment shall be included in the master project schedule.
- .3 **Updates.** The schedule shall be updated monthly and include actual dates of completed tasks.
- .4 **Preparation.**
  - A. Assigned contractors shall submit projected construction schedules to Coordinating Contractor within seven (7) calendar days after preconstruction meeting.
  - B. The Coordinating Contractor shall submit the master project schedule to the A/E within fourteen (14) calendar days after preconstruction meeting.
  - C. Each Contractor shall submit a schedule to A/E within fourteen calendar days after preconstruction meeting if contracts are not assigned.
  - D. The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the project manual.
- .5 **Reports.** The Contractors shall report in writing on a monthly basis any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes in the schedules.
- .6 **Failure to Schedule.** Payment and reduction of retainage may be denied by CDB for the failure to submit and maintain a proper schedule.
- .7 **Reviews.** The A/E and CDB may review and comment on the schedule and may also attend any scheduling and update meetings. The Contractors shall maintain the schedule as directed by the A/E and/or CDB for compliance with the requirements herein. Neither the A/E's nor CDB's review and comments shall indicate approval or disapproval of the schedule. Since the schedule is dependent on the Contractors proprietary information and commitments, the A/E and CDB cannot, and will not, warrant the schedule to be correct and sufficient to meet the required contract time(s).

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

1	2	3	4	5	6	7	8	9
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%
<b>SUBTOTAL</b>							\$401,900.00	74.3%
<b>TOTAL (All Pages)</b>							\$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

State of Illinois  
**CAPITAL DEVELOPMENT BOARD**

**CSV**

**Contractor's Schedule of Values**

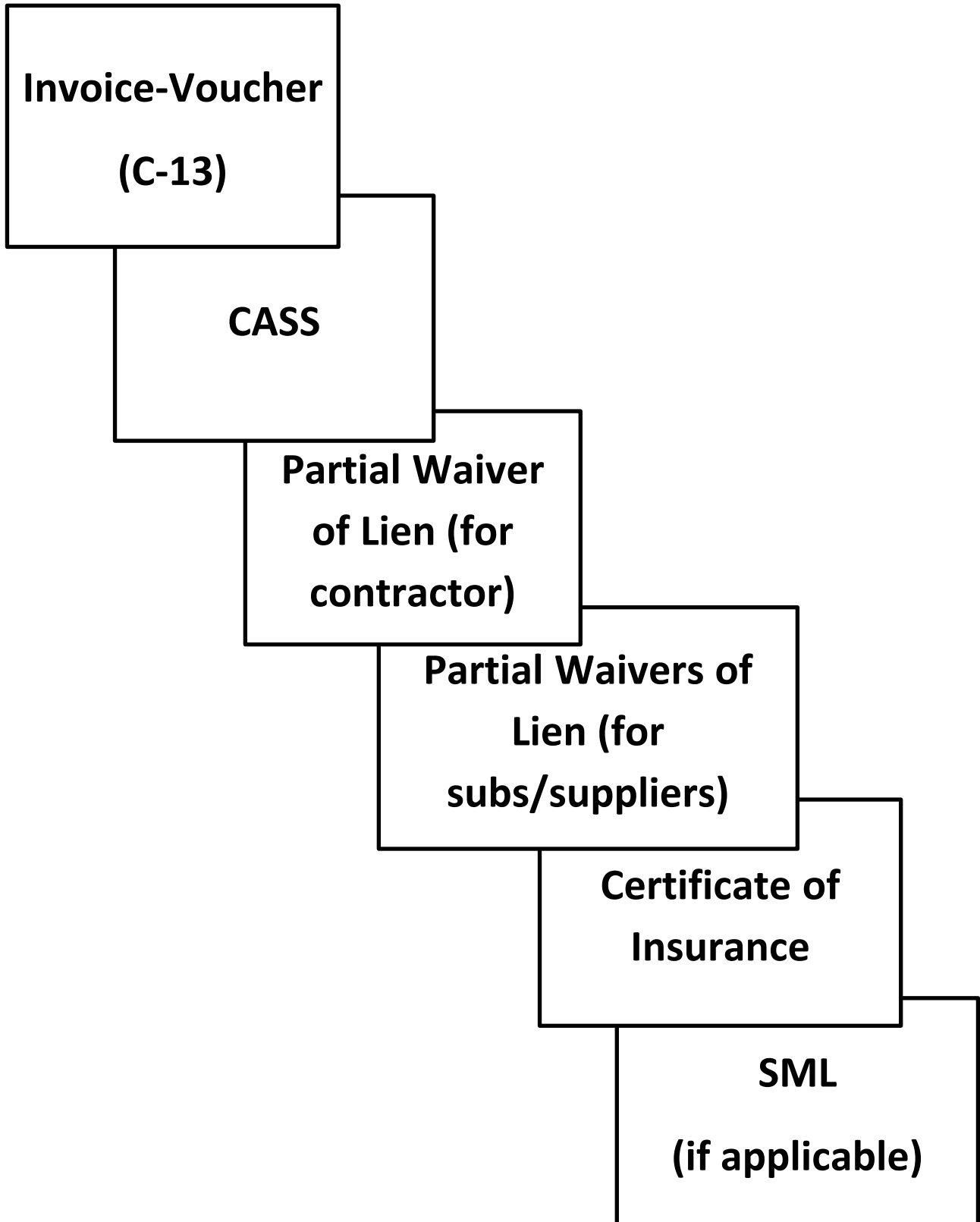
Project Number: 987-654-321  
 Contract No.: 66-1234-41

1	1a	2	3	4	5	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
<b>TOTAL OR SUBTOTAL</b>							<b>\$138,810.00</b>



# Payment Package

SDC 01 29 76



- .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.

State of Illinois  
CAPITAL DEVELOPMENT BOARD

**CASS**  
Contractor's Affidavit and Sworn Statement  
Application No: 1  
Project Number 987-654-321  
Period From 12/1/2018 to 1/5/2019

Payment Approved \_\_\_\_\_  
Date of Pay Meeting \_\_\_\_\_  
A/E \_\_\_\_\_  
Using Agency \_\_\_\_\_  
Coor. Contractor \_\_\_\_\_  
Project Manager \_\_\_\_\_

**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.

CONTRACTOR: Name, Address  
Cando Construction Co.  
77 Cando Drive  
Cando, Illinois 67999  
CDB CONTRACT NO: 66-1234-41  
CONTRACT WORK General

ARCHITECT-ENGINEER: Name  
Drawem & Speckem Associates  
888 Archineer Drive  
Anywhere, Illinois 65555  
ITEMS B & D INCLUDE CHANGE ORDER # \_\_\_\_\_

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

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 Total Contract To Date Schedule of Values Plus Change Orders	F Work Completed & Material Stored % %	G Total Retained Including this Application	I Previous Payments	J New Amount Requested Col. F minus (Col. G+I)	K Balance to Become Due Col. E minus (Col. I + J)
O K Surety Company	Bonds	\$ 6,000.00	100%	\$ 6,000.00		\$ 6,000.00	\$ -
Rock Insurance	Insurance	\$ 7,500.00	100%	\$ 7,500.00		\$ 7,500.00	\$ -
Capital Development Board	Const. Adm'n. Fee	\$ 18,300.00	100%	\$ 18,300.00		\$ 18,300.00	\$ -
Cando	Overhead & Profit	\$ 95,000.00	5%	\$ 4,750.00	\$ 475.00	\$ 4,275.00	\$ 90,725.00
Cando	Demo - Labor	\$ 35,000.00	10%	\$ 3,500.00	\$ 350.00	\$ 3,150.00	\$ 31,850.00
Cando	Demo - Material	\$ 3,200.00	10%	\$ 320.00	\$ 32.00	\$ 288.00	\$ 2,912.00
<b>SUBTOTAL</b>		\$ 165,000.00		\$ 40,370.00	\$ 857.00	\$ 39,513.00	\$ 125,487.00
<b>TOTAL (All Pages)</b>		\$ 586,835.00	9%	\$ 51,901.26	\$ 2,010.13	\$ 49,891.13	\$ 536,943.87

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	\$51,901.26
G. Less 10% Retainage	\$2,010.13
H. Net Amount Requested	\$49,891.13
I. Less Previous Payments	_____
J. New Amount Requested	\$49,891.13
K. Balance to Become Due	\$536,943.87

**AFFIANT SWEARS**

1. that he is the duly authorized agent of Cando Construction Co  Corporation  Sole Proprietorship  
 Partnership  Joint Venture

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 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 \_\_\_\_\_ Authorized Agent

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_



**CASS**

Contractor's Affidavit and Sworn Statement

Application No: 1  
 Project Number: 987-654-321  
 Period From: 12/1/2018 to 1/5/2019

**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.

1	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+I)	Col. E minus (Col. I + J)
Cando	Excavation - Labor	\$ 12,000.00		\$ -		-	\$ 12,000.00
Cando	Excavation - Material	\$ 11,000.00		\$ -		-	\$ 11,000.00
Cando	Concrete - Labor	\$ 15,096.00		\$ -		-	\$ 15,096.00
Portland	Concrete - Material	\$ 12,104.00		\$ -		-	\$ 12,104.00
Bricklay	Masonry - Labor	\$ 45,375.00		\$ -		-	\$ 45,375.00
Bricklay	Masonry - Material	\$ 32,125.00		\$ -		-	\$ 32,125.00
Cando	Rough Carp-Labor	\$ 62,000.00		\$ -		-	\$ 62,000.00
Cando	Rough Carp-Material	\$ 5,000.00		\$ -		-	\$ 5,000.00
Cando	Finish Carp - Labor	\$ 18,000.00		\$ -		-	\$ 18,000.00
Cando	Finish Carp-Material	\$ 2,000.00		\$ -		-	\$ 2,000.00
Cando	Cabinets/Handrails-Mat	\$ 10,700.00		\$ -		-	\$ 10,700.00
Cando	Interior Woodwork-Mat.	\$ 8,500.00		\$ -		-	\$ 8,500.00
Cando	Interior Woodwork-Labo	\$ 3,000.00		\$ -		-	\$ 3,000.00
Sam Subb	Roofing - Labor	\$ 33,000.00	25% \$	8,250.00	\$ 825.00	7,425.00	\$ 25,575.00
Sam Subb	Roofing - Material	\$ 13,125.00	25% \$	3,281.26	\$ 328.13	2,953.13	\$ 10,171.87
Solid Core (MBE/FBE)	Metal/Wood Drs. Mat.	\$ 25,000.00		\$ -		-	\$ 25,000.00
Pushme Pullme	Pwr Dr. Operators-Mat	\$ 4,375.00		\$ -		-	\$ 4,375.00
Pushme Pullme	Pwr.Dr. Operators-Labo	\$ 18,000.00		\$ -		-	\$ 18,000.00
Square 1 (MBE/FBE)	Tile - Labor	\$ 14,280.00		\$ -		-	\$ 14,280.00
Square 1 (MBE/FBE)	Tile - Material	\$ 5,865.00		\$ -		-	\$ 5,865.00
Walkonme	Flooring - Labor	\$ 3,210.00		\$ -		-	\$ 3,210.00
Walkonme	Flooring - Material	\$ 2,640.00		\$ -		-	\$ 2,640.00
Rocken	Paint/Drywall - Labor	\$ 11,500.00		\$ -		-	\$ 11,500.00
Rocken	Paint/Drywall - Mat.	\$ 4,400.00		\$ -		-	\$ 4,400.00
Up & Down	Elevator - Labor	\$ 36,675.00		\$ -		-	\$ 36,675.00
Up & Down	Elevator - Mat. (IL)	\$ 12,865.00		\$ -		-	\$ 12,865.00
<b>TOTAL OF THIS SHEET</b>		<b>\$ 421,835.00</b>		<b>\$ 11,531.26</b>	<b>\$ 1,153.13</b>	<b>\$ -</b>	<b>\$ 411,456.87</b>



# INVOICE-VOUCHER

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

The preparation instructions for vendors preceded this copy.

<p>1. Check Here If Retention Trust <input type="checkbox"/></p>	<p>2. TAXPAYER IDENTIFICATION NUMBER</p> <p>3125882300</p>	<p><b>IMPORTANT</b> See instructions on back of page for completion of box 2.</p>	<p>4. Voucher No. _____</p> <p>5. Voucher Date _____</p>																								
<p>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.</p>	<p>3. VENDOR OR PAYEE Cando Construction 77 Cando Drive Cando, Illinois 67999</p>		<p>6. Appropriation Account Code Number _____</p> <p>7. Project Number 987-654-321</p> <p>8. Project Description Upgrade Building - IL Institution</p> <p>9. IRS 1099 Reporting <input type="checkbox"/> <input type="checkbox"/> No.</p>																								
<p>DISPOSITION OF COPIES                  1. Comptroller                  2. Cap. Dev. Board                  3. Cap. Dev. Board                  4. Remittance Copy                  5. Retained by Vendor</p>																											
<p>10. APPLICATION AND CERTIFICATE DATA</p> <p>Date of Issuance 2/2/15</p> <p>Application No. 2</p> <p>For Period From 1/6/2015 To 2/2/2015</p> <p>Type of Work and Contract Number 66-1234-41 General</p>		<p>11. PROJECT STATUS</p> <p>The present status of the account for this subject contract is as follows:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">A. Original Contract Sum</td> <td style="text-align: right;">\$ 586,835</td> </tr> <tr> <td>B. Change Orders</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Total Additions</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>C. Sub Total</td> <td style="text-align: right;">\$ 586,835</td> </tr> <tr> <td>D. Total Deductions</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E. Total Contract to Date</td> <td style="text-align: right;">\$ 586,835</td> </tr> <tr> <td>F. Total Completed to Date</td> <td style="text-align: right;">\$ 118,681.26</td> </tr> <tr> <td>G. Less 10 % Retainage</td> <td style="text-align: right;">\$ 8,688.13</td> </tr> <tr> <td>H. Net Amount Earned</td> <td style="text-align: right;">\$ 109,993.13</td> </tr> <tr> <td>I. Less Previous Payment</td> <td style="text-align: right;">\$ 49,891.13</td> </tr> <tr> <td>J. <b>PAY THIS AMOUNT</b></td> <td style="text-align: right;"><b>\$ 60,102.00</b></td> </tr> <tr> <td>K. Unpaid Balance (do not pay)</td> <td style="text-align: right;">\$ 476,841.87</td> </tr> </table>		A. Original Contract Sum	\$ 586,835	B. Change Orders		Total Additions	\$	C. Sub Total	\$ 586,835	D. Total Deductions	\$	E. Total Contract to Date	\$ 586,835	F. Total Completed to Date	\$ 118,681.26	G. Less 10 % Retainage	\$ 8,688.13	H. Net Amount Earned	\$ 109,993.13	I. Less Previous Payment	\$ 49,891.13	J. <b>PAY THIS AMOUNT</b>	<b>\$ 60,102.00</b>	K. Unpaid Balance (do not pay)	\$ 476,841.87
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J. <b>PAY THIS AMOUNT</b>	<b>\$ 60,102.00</b>																										
K. Unpaid Balance (do not pay)	\$ 476,841.87																										
<p>12. CONTRACT CERTIFICATION</p> <p>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.</p> <p>By: <u>Carl Construction</u> Contractor</p>																											
<p>13. ARCHITECT AND/OR ENGINEER CERTIFICATION</p> <p>In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown.</p> <p>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.</p> <p>Architectural and/or Engineering Firm <u>Drawem &amp; Speckem</u></p> <p>By: <u>Artie Architect</u> Date: <u>2/2/2015</u> (A Licensed Architect or Engineer)</p>																											
18. EXP. OBJ.	19. EXP. AMOUNT	22. OBLIGATION NO.	23. F/P	24. PAYMENT AMOUNT	17. TOTAL AMOUNT																						
<p>26. FOR AGENCY USE ONLY</p>		<p style="text-align: center;"><b>Certification of Capital Development Board</b></p> <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.</p> <p><u>Prudence Manager</u> <span style="float: right;">2/2/2015</span></p> <p>PROJECT MANAGER APPROVAL: The work or materials billed above has been received and complies with our contract. <span style="float: right;">Date</span></p> <p>AGENCY HEAD APPROVAL <span style="float: right;">DATE</span></p>																									

**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

# 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.

Architect/Engineer certifies that they have inspected for Quantity, Identification, Protection:  
 ARCHITECT/ENGINEER: Drawem & Speckem Associates

CONTRACTOR:

*Carl Construction*

Signature

Typed Name: Carl Construction

Title: President

*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](http://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 of A/E and Contractor.

State of Illinois  
CAPITAL DEVELOPMENT BOARD

**PARTIAL**

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

STATE OF Illinois )  
COUNTY OF Wherearewe )<sup>SS</sup>

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)  
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.

**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.







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](http://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 and be accompanied by Consent of Surety.

# Document G707A

## Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT: *(Name and address)* ARCHITECT'S PROJECT NUMBER: [ ] OWNER:   
[ ] CONTRACT FOR: [ ] ARCHITECT:   
TO OWNER: *(Name and address)* CONTRACT DATED: [ ] CONTRACTOR:   
[ ] SURETY:   
[ ] OTHER:

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

[ ]  
on bond of  
*(Insert name and address of 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)*

[ ]  
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.)*

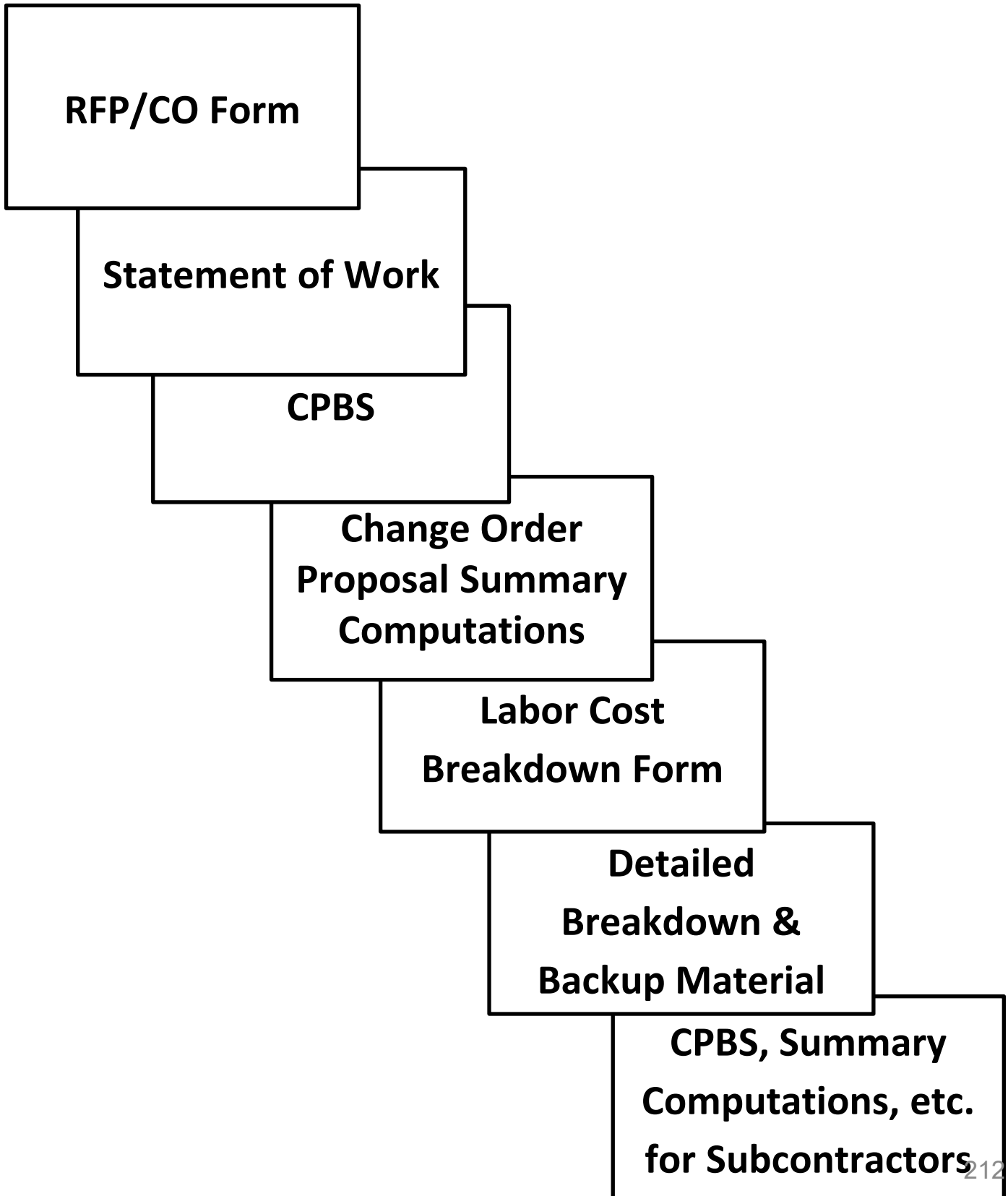
[ ]  
\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
(Seal):

[ ]  
\_\_\_\_\_  
*(Printed name and title)*

# Change Order Package



# 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:	<b>Contractor #2</b>

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 #: **987-654-321**  
 CDB Project Name: **Upgrade Building**  
 & Location: **Illinois Institution**  
**Somewhere, Somewhere County**  
 CDB Contract #: **66-1234-41**  
 Contract Work: **General**

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 RFP/CO.  
**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  
 BY *Artie Architect* signature

APPROVE as to form and content  
 USING AGENCY name  
 BY *Fred Facility* signature

COORDINATING CONTRACTOR  
 BY *Carl Construction* signature

CDB/PM APPROVE  
 BY *Prudence Manager* signature

ASSIGNED CONTRACTOR  
 BY \_\_\_\_\_ signature

CDB APPROVE change order  
 BY \_\_\_\_\_ signature

8. FOR CDB USE ONLY      TYPE of Change

CO Date \_\_\_\_\_ CO Number \_\_\_\_\_  
 CHANGE ORDER AMOUNT      add (deduct) \$ \_\_\_\_\_



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

**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>	\$3,998.64

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

**III. PROPOSAL**

J. BONDS ( 1.25 %) (if applicable) Enter percentage as a number, for 10%, enter 10		\$65.27
K. BUILDERS RISK INSURANCE ( 1.5 %) (if applicable)		\$78.32
L. TOTAL PROPOSAL OF THIS CONTRACTOR (for subject PFPCO) Lines F+ I +J +K		\$5,364.79
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.		\$5,364.79
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	Trade			Laborer			Operator		
	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
Cost Per Hour									
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	\$0.00	\$1.25	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00
d. Fed. Unempl. 0.8 % of a.	\$0.19	\$0.20	\$0.00	\$0.13	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00
e. State Unempl. 7 % of a.	\$1.66	\$1.78	\$0.00	\$1.14	\$0.00	\$0.00	\$1.65	\$0.00	\$0.00
f. Worker's Comp. **	\$2.85	\$3.06	\$0.00	\$2.28	\$0.00	\$0.00	\$2.35	\$0.00	\$0.00
g. Travel Cost ( if applicable)									
h.									
i.									
<b>Total Labor Cost/Hr</b>	<b>\$43.97</b>	<b>\$46.20</b>	<b>\$0.00</b>	<b>\$33.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$41.83</b>	<b>\$0.00</b>	<b>\$0.00</b>
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"

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

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

FROM: Contractor/Subcontractor Name, Address  
Sam Subb, Inc.  
88 Cedar Lane  
Subtown, IL 67888  
Subcontractor indicate name of contractor.

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>\$327.15</u>		<u>\$327.15</u>
B.	LABOR	<u>\$3,061.53</u>		<u>\$3,061.53</u>
C.	OTHER			
D.	NET TOTAL A+ B+C			<u>\$3,388.68</u>
E.	OVERHEAD & PROFIT Line D X 18%* (min. \$100) additions only, deletions -0-			<u>\$609.96</u>
F.	TOTAL PROPOSAL FOR CONTRACTOR'S WORK		Lines D + E	<u>\$3,998.64</u>

**II. CONTRACTORS MARKUP ON WORK OF SUBCONTRACTORS**

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

SUBCONTRACTOR: Firm Name	CONTRACTOR WORK: Description	PROPOSAL **
<u>Sam Subb, Inc.</u>	<u>Roofing</u>	
_____	_____	_____
_____	_____	_____
_____	_____	_____

G.	SUBTOTAL of all work performed by contractor's subcontractors		
H.	CONTRACTOR's MARK-UP on work of subcontractors (min. \$50)	Line G X 6% *	
I.	TOTAL PROPOSAL FOR SUBCONTRACT WORK	Line G+H	

**III. PROPOSAL**

J.	BONDS ( <u>1.25</u> %) (if applicable) Enter percentage as a number, for 10%, enter 10		<u>\$49.98</u>
K.	BUILDERS RISK INSURANCE ( <u>1.5</u> %) (if applicable)		<u>\$59.98</u>
L.	TOTAL PROPOSAL OF THIS CONTRACTOR (for subject RFPCO) Lines F+ I +J +K		<u>\$4,108.61</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="checkbox"/> Y <input checked="" type="checkbox"/> N		
N.	PROPOSAL for subject RFPCO increase (decrease) in contract amount.		<u>\$4,108.61</u>
O.	Work to be accomplished in <u>10</u> Calendar Days from Approval of RFPCO.		

CONTRACTOR  
(Signature) \_\_\_\_\_ Title President Date 1/27/2015  
(Name Typed) Sam Subb, Inc.

\* As per Contract Documents, General Conditions



CAPITAL DEVELOPMENT BOARD

CHANGE ORDER PROPOSAL  
LABOR COST BREAKDOWN

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

Contractor Sam Subb  
CDB Contract No. 66-1234-41

Contract Expiration Dates	Trade			Roofing			Trade		
	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
6/30/2015									
Cost Per Hour	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman	Journeyman	Foreman	Gen. Foreman
a. Taxable Wages (incl. Vacation)	\$23.20	\$24.20							
b. Union Benefits & Fringes *	\$10.24	\$10.24							
c. F I C A 7.65 % of a.	\$1.77	\$1.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
d. Fed. Unempl. 0.8 % of a.	\$0.19	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
e. State Unempl. 7.2 % of a.	\$1.67	\$1.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
f. Worker's Comp. **	\$3.48	\$3.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
g. Travel Cost ( if applicable)									
h.									
i.									
Total Labor Cost/Hr	\$40.55	\$41.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Worker's Comp Rates**		15.00%							

- 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.

**Sam Subb, Inc.**  
**88 Cedar Lane**  
**Subtown, IL 67888**

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

Description	Item	Price	Material	Labor
Repair Joists	80 lf Oak 4 x 6	1.68/f	\$ 134.40	32.00
Remove Old Decking	100 sf/8 hrs	40.55/hr		8.00
Place New Decking	100 sf/16 hrs/ 4 sheets exterior	40.55/hr 12.75/sheet	\$ 51.00	16.00
Insulation	100 sf/ 3" poly iso/ 3.5 hr	40.55/hr 13.75/square	\$ 13.75	3.50
Standing seam roof	100 sf/ 16 hrs	40.55/hr 128/square	\$ 128.00	16.00
Totals			\$ 327.15	75.50



# ROOF SUPPLY COMPANY

100 Oak Street  
Subtown, IL 67888

Price Quote: All quotes valid for 30 days from date of quote

Date: January 20, 2015

ITEM	PRICE	QUANTITY	TOTAL
4" x 6" Oak joist	1.68/lf	80 lf	\$134.40
4' x 8' exterior grade plywood decking	12.75/sheet	4 sheets	\$51.00
Poly-iso-cyanurate insulation 3" thick	13.75/sq	1 square	\$13.75
Standing seam roof	128/sq	1 square	\$128.00
TOTAL			\$327.15

*Elmer Estimate*

---

Elmer Estimate  
ESTIMATOR

# 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](http://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.

# 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.)

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

If Board Level insert Agenda Item No. \_\_\_\_\_ and Board Meeting Date \_\_\_\_\_

**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: \_\_\_\_\_



# Substantial Completion Package

Substantial  
Completion  
Certificate

Punchlist

GWB  
Manufacturer  
Warranties Keys  
& Keying  
Schedule

Certificate  
Operating  
& Training  
Instruction

O & M Manual

**SDC 01 77 13**

**01 77 13 SUBSTANTIAL COMPLETION**

- .1 When Contractor considers work substantially complete, and after building commissioning and training, submit written notice that work, or designated portion thereof, is substantially complete. Include a Contractor prepared list of items to be completed or corrected along with all submittals required for substantial completion: record of user training and commissioning, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule.
- .2 The A/E will make a preliminary inspection within seven (7) business days after receipt of Contractor's notice. If A/E determines that work is substantially complete, the A/E will schedule a substantial completion inspection to be attended by the Using Agency, CDB, A/E, and contractors.
- .3 Following the inspection, the A/E will prepare and process a substantial completion package that contains:
  - A. certificate of substantial completion;
  - B. date of substantial completion;
  - C. punch list of items to be completed or corrected;
  - D. the time within which punch list items shall be completed or corrected;
  - E. date and time Using Agency will take occupancy of the project;
  - F. responsibilities of Using Agency and Contractor for insurance; utility payments; operation and maintenance of mechanical, electrical and other systems; maintenance and cleaning; and security; and
  - G. signatures, indicating approval of: A/E, Contractor(s), CDB, Using Agency and Coordinating Contractor (when contracts are assigned).
- .4 The Contractor shall complete all work listed for completion or correction within designated time. Perform final cleaning. The Using Agency will occupy the project or designated portions under provisions stated in the certificate of substantial completion.
- .5 **Acceptance.** A certificate of substantial completion will be submitted to the Contractor for its written acceptance when CDB determines that the work is substantially complete. The certificate will establish the date of substantial completion, the responsibilities of the Using Agency and the Contractor for security, maintenance, heat, utilities and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The certificate of substantial completion will constitute acceptance of the work except for items included on the punch list. The Contractor shall complete all work enumerated on the punch list within the time limit specified in the certificate of substantial completion. When the Contractor has completed the items on the punch list, it shall provide within seven (7) calendar days a written notice of final completion. The A/E, together with CDB, will promptly inspect the work. A certificate of final acceptance will be issued which will constitute acceptance of all work when CDB determines that all work, including all punch list items is complete. Acceptance will not bar claims of CDB under the warranty Article contained herein.
- .6 **Notification.** When contract is assigned, Contractor will submit written notices to Coordinating Contractor for submittal to A/E, otherwise written notice is to be sent directly to A/E.

## CERTIFICATE OF SUBSTANTIAL COMPLETION

CDB Project #: 987 - 654 - 321 Phase Contractor: **Cando Construction Co.**  
Project Name: **Upgrade Building** Address: **77 Cando Drive**  
Cando, Illinois 67999  
Location: **Illinois Institution**  
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>	07/07/15
Coordinating Contractor or Construction Manager	Representative	Date
<i>Drawem &amp; Speckem Associates</i>	<i>Ernie Engineer</i>	07/07/15
Architect/Engineer	Representative	Date
APM (Asbestos Projects Only)	Representative	Date
Illinois Institution	<i>Fred Facility</i>	7/07/15
Using Agency	Representative	Date
	<i>Prudence Manager</i>	7/07/15
	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	
	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](http://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](http://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.

## **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.



# FINAL COMPLETION

SDC 01 77 19

- **Written Declarations to Project Teams that they are in full compliance with contract document and all punchlist work has been completed and verified.**
- **As each contractor is closed out, A/E submits Final Closeout Package (C-FCP) and final pay requests**
- **Record Construction Drawings must be sent to A/E**
  - **field changes**
  - **changes via change order**
  - **clarifications**



## SDC

### 01 77 19 FINAL COMPLETION

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

# Final Closeout Package

01

C-FCP  
(checklist)

02

Invoice  
Voucher (C-  
13)

03

CASS

04

CFD w/Power  
of Attorney

05

Final Waivers of  
Lien  
(Full Amount)

06

CSV  
marked  
'FINAL'

07

Certificate of  
Final  
Acceptance

08

GWB and  
Warranties for  
punch list items

09

Certificate of  
Operating &  
Training Instruction

10

RSMW

11

Test and  
Balance  
Reports

12

Project Record  
Documents

13

A/E PE

14

CPEs for  
other  
contractors

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**

**FINAL ACCEPTANCE**

- 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')

- Original Certificate of Final Acceptance with all original signatures
- GWBForm 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

A/E Firm: \_\_\_\_\_  
By: \_\_\_\_\_  
Date : \_\_\_\_\_

**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 \_\_\_\_\_

# INVOICE-VOUCHER

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

The preparation instructions for vendors preceded this copy.

<p>1. Check Here If Retention Trust <input type="checkbox"/></p>	<p>2. TAXPAYER IDENTIFICATION NUMBER 3125882300</p>	<p><b>IMPORTANT</b> See instructions on back of page for completion of box 2.</p>	<p>4. Voucher No. _____</p> <p>5. Voucher Date _____</p>																								
<p>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.</p>	<p>3. VENDOR OR PAYEE Cando Construction 77 Cando Drive Cando, Illinois 67999</p>		<p>6. Appropriation Account Code Number _____</p>																								
<p>DISPOSITION OF COPIES 1. Comptroller 2. Cap. Dev. Board 3. Cap. Dev. Board 4. Remittance Copy 5. Retained by Vendor</p>			<p>7. Project Number 987-654-321</p> <p>8. Project Description Upgrade Building - Illinois Institution</p> <p>9. IRS 1099 Reporting <input type="checkbox"/> <input type="checkbox"/> No.</p>																								
<p>10. APPLICATION AND CERTIFICATE DATA</p> <p>Date of Issuance 07/27/2015      Application No. 7 - Final</p> <p>For Period From 07/05/2005      To 07/27/2015</p> <p>Type of Work and Contract Number: 66-1234-41      General</p>			<p>11. PROJECT STATUS</p> <p>The present status of the account for this subject contract is as follows:</p>																								
<p>12. CONTRACT CERTIFICATION</p> <p>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.</p> <p>By: <u>Carl Construction</u> Contractor</p>			<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">A. Original Contract Sum</td> <td style="text-align: right;">\$ 586,835.00</td> </tr> <tr> <td colspan="2">B. Change Orders</td> </tr> <tr> <td style="padding-left: 40px;">Total Additions</td> <td style="text-align: right;">\$ 5,364.79</td> </tr> <tr> <td>C. Sub Total</td> <td style="text-align: right;">\$ 592,199.79</td> </tr> <tr> <td>D. Total Deductions</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>E. Total Contract to Date</td> <td style="text-align: right;">\$ 592,199.79</td> </tr> <tr> <td>F. Total Completed to Date</td> <td style="text-align: right;">\$ 592,199.79</td> </tr> <tr> <td>G. Less 10 % Retainage</td> <td style="text-align: right;">\$ 0.00</td> </tr> <tr> <td>H. Net Amount Earned</td> <td style="text-align: right;">\$ 592,199.79</td> </tr> <tr> <td>I. Less Previous Payment</td> <td style="text-align: right;">\$ 530,122.49</td> </tr> <tr> <td>J. PAY THIS AMOUNT</td> <td style="text-align: right;">\$ 62,077.30</td> </tr> <tr> <td>K. Unpaid Balance (do not pay)</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	A. Original Contract Sum	\$ 586,835.00	B. Change Orders		Total Additions	\$ 5,364.79	C. Sub Total	\$ 592,199.79	D. Total Deductions	\$ 0	E. Total Contract to Date	\$ 592,199.79	F. Total Completed to Date	\$ 592,199.79	G. Less 10 % Retainage	\$ 0.00	H. Net Amount Earned	\$ 592,199.79	I. Less Previous Payment	\$ 530,122.49	J. PAY THIS AMOUNT	\$ 62,077.30	K. Unpaid Balance (do not pay)	\$ 0.00
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K. Unpaid Balance (do not pay)	\$ 0.00																										
<p>13. ARCHITECT AND/OR ENGINEER CERTIFICATION</p> <p>In accordance with the subject contract and the attached application for payment the contractor is entitled to payment in the amount shown.</p> <p>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.</p> <p>Architectural and/or Engineering Firm <u>Drawem &amp; Speckem</u></p> <p>By: <u>Artie Architect</u>      Date: <u>7/27/2015</u> (A Licensed Architect or Engineer)</p>																											
18. EXP. OBJ.	19. EXP. AMOUNT	22. OBLIGATION NO.	23. F/P	24. PAYMENT AMOUNT	17. TOTAL AMOUNT																						
<p>26. FOR AGENCY USE ONLY</p>			<p style="text-align: center;"><b>Certification of Capital Development Board</b></p> <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.</p>																								
			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

**IMPORTANT NOTICE**  
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Payment Approved \_\_\_\_\_  
Date of Pay Meeting \_\_\_\_\_  
AVE \_\_\_\_\_  
Using Agency \_\_\_\_\_  
Coor. Contractor \_\_\_\_\_  
Project Manager \_\_\_\_\_

**CASS**

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

CONTRACTOR: Name, Address  
Cando Construction Co.  
77 Cando Drive  
Cando, Illinois 67999  
CDB CONTRACT NO: 66-1234-41  
CONTRACT WORK General

ARCHITECT-ENGINEER: Name  
Drawen & Speckem Associates  
888 Archineer Road  
Anywhere, Illinois 65555  
ITEMS B & D INCLUDE CHANGE ORDER # 1

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

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 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. I + J)	
O K Surety Company	Bonds	\$6,000.00	100%	\$6,000.00	\$6,000.00	\$0.00	\$0.00	\$0.00
Rock Insurance	Insurance	\$7,500.00	100%	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$0.00
CDB	Const. Admin. Fee	\$18,300.00	100%	\$18,300.00	\$18,300.00	\$0.00	\$0.00	\$0.00
Cando	Overhead & Profit	\$95,000.00	100%	\$95,000.00	\$89,221.00	\$5,779.00	\$0.00	\$0.00
Cando	Demolition - Labor	\$35,000.00	100%	\$35,000.00	\$33,250.00	\$1,750.00	\$0.00	\$0.00
Cando	Demolition - Material	\$3,200.00	100%	\$3,200.00	\$3,040.00	\$160.00	\$0.00	\$0.00
<b>SUBTOTAL</b>		\$165,000.00		\$165,000.00	\$157,311.00	\$7,689.00	\$0.00	\$0.00
<b>TOTAL (All Pages)</b>		\$592,199.79	100%	\$592,199.79	\$0.00	\$530,122.49	\$62,077.30	\$0.00

**AFFIANT SWEARS**

- that he is the duly authorized agent of Cando Construction Co.
- that any accompanying waivers of lien or previously presented waivers often are genuine and have not been delivered conditionally.
- that a lien waiver has been submitted for any subcontractor or material supplier whose participation exceeds \$500.
- 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.

A. Original Contract Sum \$586,835.00  
 B. Change Orders - Total Additions \$5,364.79  
 C. Subtotal \$592,199.79  
 D. Change Orders - Total Deletions  
 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 \$330,122.49  
 J. New Amount Requested \$62,077.30  
 K. Balance to Become Due \$0.00

Corporation  
 Partnership  
 Sole Proprietorship  
 Joint Venture

Authorized Agent

day of

Notary Public

**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

**IMPORTANT NOTICE**  
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1	Names of Contractor, Subcontractor & Material Suppliers for the Several Parts of the Work	3	E.	F.	G.	I.	J.	K.
	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-I)	Col. E minus (Col. I + J)	
	Cando	\$12,000.00	100%	\$0.00	\$11,400.00	\$600.00	\$0.00	\$0.00
	Excavation - Labor	\$11,000.00	100%	\$0.00	\$10,450.00	\$550.00	\$0.00	\$0.00
	Excavation - Material	\$15,096.00	100%	\$0.00	\$14,341.20	\$754.80	\$0.00	\$0.00
	Concrete - Labor	\$12,104.00	100%	\$0.00	\$11,498.80	\$605.20	\$0.00	\$0.00
	Concrete - Material	\$45,375.00	100%	\$0.00	\$43,106.25	\$2,268.75	\$0.00	\$0.00
	Masonry - Labor	\$32,125.00	100%	\$0.00	\$27,750.00	\$4,375.00	\$0.00	\$0.00
	Masonry - Material	\$62,000.00	100%	\$0.00	\$56,900.00	\$5,100.00	\$0.00	\$0.00
	Rough Carp. - Labor	\$5,000.00	100%	\$0.00	\$4,500.00	\$500.00	\$0.00	\$0.00
	Rough Carp. - Material	\$18,000.00	100%	\$0.00	\$17,100.00	\$900.00	\$0.00	\$0.00
	Finish Carpentry- Labor	\$2,000.00	100%	\$0.00	\$1,900.00	\$100.00	\$0.00	\$0.00
	Finish Carpentry- Material	\$10,700.00	100%	\$0.00	\$9,988.00	\$712.00	\$0.00	\$0.00
	Cabinets/Handrails-Mat	\$8,500.00	100%	\$0.00	\$8,075.00	\$425.00	\$0.00	\$0.00
	Interior Woodwork-Mat.	\$3,000.00	100%	\$0.00	\$2,850.00	\$150.00	\$0.00	\$0.00
	Interior Woodwork-L	\$33,000.00	100%	\$0.00	\$29,780.00	\$3,220.00	\$0.00	\$0.00
	Roofing-Labor	\$13,125.00	100%	\$0.00	\$11,812.20	\$1,312.80	\$0.00	\$0.00
	Roofing-Mat.	\$25,000.00	100%	\$0.00	\$23,750.00	\$1,250.00	\$0.00	\$0.00
	Metal/Wood Doors- Mat	\$4,375.00	100%	\$0.00	\$3,000.00	\$1,375.00	\$0.00	\$0.00
	Pwr. Dr. Operators- Mat	\$18,000.00	100%	\$0.00	\$3,000.00	\$15,000.00	\$0.00	\$0.00
	Pwr. Dr. Operators- L	\$14,280.00	100%	\$0.00	\$13,566.00	\$714.00	\$0.00	\$0.00
	Tile-Labor	\$5,865.00	100%	\$0.00	\$5,571.75	\$293.25	\$0.00	\$0.00
	Tile-Material	\$3,210.00	100%	\$0.00	\$3,049.50	\$160.50	\$0.00	\$0.00
	Flooring-Labor	\$2,640.00	100%	\$0.00	\$2,508.00	\$132.00	\$0.00	\$0.00
	Flooring-Material	\$11,500.00	100%	\$0.00	\$10,925.00	\$575.00	\$0.00	\$0.00
	Painting/Drywall- Lab	\$4,400.00	100%	\$0.00	\$4,180.00	\$220.00	\$0.00	\$0.00
	Painting/Drywall - Mat	\$36,675.00	100%	\$0.00	\$25,213.00	\$11,462.00	\$0.00	\$0.00
	Elevator-Labor	\$12,865.00	100%	\$0.00	\$11,500.00	\$1,365.00	\$0.00	\$0.00
	Elevator-Material (IL)	\$5,364.79	100%	\$0.00	\$5,096.79	\$268.00	\$0.00	\$0.00
	Change Order #1	\$427,199.79		\$0.00	\$372,811.49	\$54,388.30	\$0.00	\$0.00
	<b>TOTAL OF THIS SHEET</b>							

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**



# FINAL

## WAIVER OF LIEN

Waiver of Lien No. 7

STATE OF Illinois )  
COUNTY OF Wherearewe )<sup>ss</sup>

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.

**IMPORTANT NOTICE**  
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State of Illinois  
**CAPITAL DEVELOPMENT BOARD**

**CSV FINAL**

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

<b>SUBTOTAL</b>	\$401,900.00	74.3%
<b>TOTAL (All Pages)</b>	<b>\$540,710.00</b>	<b>100.0%</b>

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

**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	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
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	4.6%
Pushme Pullme	6789	08460	Pwr. Dr. Operators-Lab.	25		175.00	\$4,375.00	0.8%
Pushme Pullme	6789	08460	Pwr. Dr. Operators-Mat.	25		720.00	\$18,000.00	3.3%
Square 1 (FBE)	7890	09300	Tile-labor		2,550 sf	5.60	\$14,280.00	2.6%
Square 1 (FBE)	7890	09300	Tile-Material		2,550 sf	2.30	\$5,865.00	1.1%
Walkonme	8901	09650	Flooring-Lab.		3,000 sf	1.07	\$3,210.00	0.6%
Walkonme	8901	09650	Flooring-Mat.		3,000 sf	0.88	\$2,640.00	0.5%
Rocken	9012	09910	Painting/Drywall-Lab.		5,000 sf	2.30	\$11,500.00	2.1%
Rocken	9012	09910	Painting/Drywall-mat		5,000 sf	0.88	\$4,400.00	0.8%
Ups & Downs	0123	14240	Elevator-Labor	1		36,675.00	\$36,675.00	6.8%
Ups & Downs	0123	14240	Elevator-Mat (IL)	1		12,865.00	\$12,865.00	2.4%
<b>TOTAL OR SUBTOTAL</b>							<b>\$138,810.00</b>	<b>25.7%</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: 07/27/2015

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 NOTICEDISCLOSURE 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](http://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.

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](http://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:**

---

Manufacturer Name: McElroy Metal

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

E-Mail: [mcmetal@abc.com](mailto:mcmetal@abc.com)

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

Total Warranty - Square Footage: 2,000

Roof Specification-System Name: 07411

Lin. Ft. Flashing: 160

Lin. Ft. Expansion Joint Covers: 30

Insulation Type(s): Vinyl Faced 3" Proped

Roofing Contractor: Sam Subb

Address: 88 Cedar Lane, Subtown, IL 67888

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

Other Information:

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

**Watertight Warranty Length: 20 Years**

CDB Project No. 987-654-32`

CDB Project Manager: Prudence Manager

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

Using Agency: Illinois State Agency

Site Address: 111 Illinois Street

Building Name: Illinois Institution

CDB Building No.: A0001

Identify Area of Work: Entire Building

Additional Building(s): None

Site Address:

Building Name:

CDB Building No.:

Identify Area of Work:

**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 Manage and/or Roofing Team member. All CDB e-mail addresses are available on our website: [www2.illinois.gov/cdb](http://www2.illinois.gov/cdb)

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

**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.	<b>did the contractor submit, follow, and update a written schedule in accordance with the contract requirements?</b>	
4.	<b>did the contractor adequately staff the project?</b>	
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.	<b>did the contractor promptly pay the subcontractors and/or suppliers?</b>	
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.	<b>were the materials and workmanship in compliance with the contract documents?</b>	
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.	<b>did the contractor cause any delays to the project?</b>	
14.	<b>did the contractor work to actively resolve problems?</b>	
15.	<b>did the contractor coordinate and cooperate with other contractors and suppliers?</b>	
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: _____	DATE: _____
CDB REGIONAL MANAGER: _____	DATE: _____
DISTRIBUTION BY: _____	DATE: _____
DISTRIBUTION: Contractor <input type="checkbox"/> Responsibility File <input type="checkbox"/>	



**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**

<b>PHASE</b>	<b>EVALUATION CRITERIA</b> "To what level....."	<b>EVALUATION SCORING:</b> 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.
<b>Design</b>	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?	
<b>Construction</b>	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?	
<b>Design/ Construction</b>	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)**

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

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.

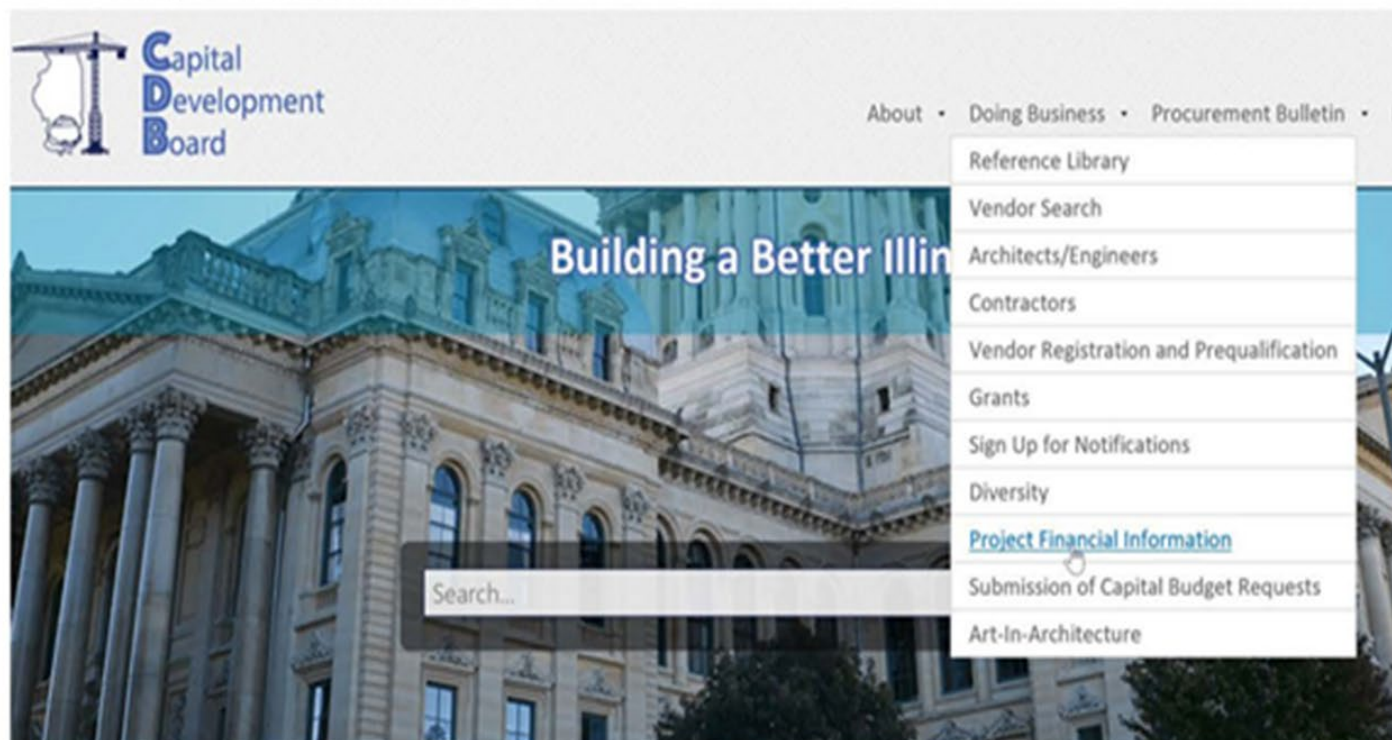
**E-MAIL THIS FORM:**

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](http://www.cdb.state.il.us).

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

# Voucher Search for Payment

1. Go to <https://www2.illinois.gov/cdb/Pages/default.aspx>
2. Click on the Doing Business tab
3. Click on Project Financial Information tab



On this page click Fiscal Inquiry



## Fiscal Inquiries

For fiscal information by project number or appropriation account, please click the link below.

[Fiscal Inquiry](#)

5. Key in your Project Number then hit Search

CDB > Business with CDB

# Fiscal Inquiry

Inquiry By Project Fund Summary By Project Fund Summary By Account Find Project

## Project Number Inquiry

Project Number  -  -  Contract Number

Agency Name Department of Human Services  
 Location Name Elgin Mental Health Center - Kane County  
 Project Description Replace Absorption Chiller

Contract Number	Firm Name	Obligation Amount	Expenditure Amount	Balance	Retainage Percent	Retainage Amount	
19023310	Kluber, Inc.	\$93,700.00	\$77,652.19	\$16,047.81	0.00	\$0.00	<input type="button" value="Obligations"/> <input type="button" value="Expenditures"/>
20049985	Public Electric Construction Co.	\$188,049.94	\$153,816.60	\$34,233.34	10.00	\$0.00	<input type="button" value="Obligations"/> <input type="button" value="Expenditures"/>
20050081	Ideal Heating Company	\$684,715.35	\$477,211.91	\$207,503.44	5.00	\$0.00	<input type="button" value="Obligations"/> <input type="button" value="Expenditures"/>

6. Click Expenditures and it will show when the voucher has been processed.
- a. Some reasons fiscal could have not processed the payment include:
    - CAF Due
    - Expired Insurance
    - Legal Lien

Inquiry By Project Fund Summary By Project Fund Summary By Account Find Project

## Project Number Inquiry - Expenditures

Project # 321- 055- 133  
 Contract # 20049985  
 Firm Name Public Electric Construction Co.  
 Total for Fiscal Year: \$153,816.60

FY	Fund	Agy	Org	Obj	Seq	Type	Exp Number	Expenditure Type	Date	Amount	AE Date	Fiscal Recd
2021	0141	511	01	6900	22	20	66404	Payment	12/03/2020	\$96,030.00	12/03/2020	12/03/2020
2021	0141	511	01	6900	22	20	66083	Payment	10/19/2020	\$45,830.79	10/15/2020	10/15/2020
2021	0141	511	01	6900	22	20	65445	Payment	07/30/2020	\$11,955.81	07/22/2020	07/22/2020





# **Nine Month Inspection**

**SDC 01 31 25**

- **9 months after substantial completion an inspection is held.**
- **A/E and Using Agency review the project.**
- **Contractor will be notified of any warranty items discovered.**



## Nine Month Inspection

- **9 months after substantial completion an inspection is held.**
- **A/E and Using Agency review the project.**
- **Contractor will be notified of any warranty items discovered.**



SDC

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

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



# Design Assist | Time and Material Projects



State of Illinois  
CAPITAL DEVELOPMENT BOARD

## T&M LABOR RATE PRE-APPROVAL

CDB PROJECT NO. - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Phase \_\_\_\_\_

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

Contract No: \_\_\_\_\_

---

All Time and Material Contracts will be performed on cost plus basis. In order to expedite the review and processing of progress payment all wage rates will be established at the beginning of the project. Wage rates will be reviewed for accuracy and compensability. All rates should be included in the pre-approval package included Overtime rates. Should additional trades/labor rates be identified as the project progresses subsequent Pre-Approval packages are to be submitted and approved prior to billing.

List of Trades/Labor Rates Submitted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved by:

\_\_\_\_\_  
**Project Manager** **(Date)**

\_\_\_\_\_  
**Regional Manager** **(Date)**

\_\_\_\_\_  
**Estimator** **(Date)**

Attachments:

- Labor Cost Breakdown
- Union Agreements
- Office Worker Backup (Paystubs)



# **Time & Material Projects**

- **Set up as a Cost+ basis**



# EMERGENCY PROJECT DOCUMENTS

State of Illinois  
Capital Development Board

**Bidder's Checklist**

- Prequalified with CDB
- Department of Human Rights Registered or Pending Application
- Corporations must be in good standing with Illinois Secretary of State

**Bid Form – 00 41 00**

- Submit only on original bid form. Do not include additional copies
- Fill in all relevant blanks and checkboxes in ink or electronically
  - If bid is for Single Prime – ensure all Protected Subcontractors are filled out with Name, CDB Prequal #, and Amount (If you are self-performing still include your Name, CDB #, and amount on each trade you are self-performing)
- Acknowledge all addenda (available in Plan Rooms or in eBuilder)
- Utilize any revised Bid Forms when issued by addenda
- Include copy of bidder's certificate of participation in a DOL accredited Apprenticeship & Training Program
- Include Board of Election registration Certificate per Public Act 095-0971 (Required)
- Sign form, original signature required

**Subcontractor Requirements – 00 41 01**

- Include any known subcontractors that will have participation more than \$100,000.00

**DHR PC-2 Form – 00 41 04**

- Complete PC-2 Form
- Include USDOL Apprenticeship and Training Certificates for all trades you mark on the PC-2



### **MBE/WBE/VBE/PBE Form – 00 41 05**

- Complete the 00 41 05 form in its entirety
- MBE/WBE/VBE/PBE Firms shall be certified of registered with Illinois Commission on Equity and Inclusion
- Submit any Good Faith Effort with your bid (Blank 41 05 will lead to disqualification)

### **Bid Bond (Bid Security) – 00 41 06**

- Only use CDB Form provided in the Project Manual
- Ensure the JURAT section includes both the names of the Notary Public and the Attorney-in-Fact of the Surety
- Submit with Bid

### **Product Substitution – 00 41 07**

- Submit with bid (If you have no substitutions write 'N/A' and submit)

### **Standard Terms and Conditions – 00 41 08**

- Read and sign this form and return with bid

### **Financial Disclosures – 00 41 09**

- Submit with bid

#### **Forms A**

- Complete this form in its entirety
- Any Parent companies should also submit their own Forms A with the disclosing business

#### **Forms B**

- Complete this form in its entirety
- Ensure your IPG is current and up to date



Capital  
Development  
Board  
Building a Better Illinois

State of Illinois  
**Capital Development Board**

JB Pritzker, *Governor*  
Jim Underwood, *Executive Director*

[www.illinois.gov/cdb](http://www.illinois.gov/cdb)

# FAIR EMPLOYMENT PRACTICES(FEP)

## CONTRACTOR INFORMATION

MBE/WBE/PBE Participation Program

DHR Minority/Female Workforce Program

Veterans Business Program

The Fair Employment Practices (FEP) Unit oversees the MBE/WBE/PBE Participation Program, the DHR Minority/Female Workforce Program, and the Veterans Business Program. The MBE/WBE/PBE Participation Program promotes opportunities for firms owned by minorities, women and persons with disabilities as stipulated by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575). The DHR Minority/Female Workforce Program offers equal employment opportunities to minority and female tradespersons in accordance with the Illinois Human Rights Act (775 ILCS 5/7-105(A)) and the Rules established by the Department of Human Rights (44 Ill. Adm. Code 750). The Veterans Business Program promotes opportunities for Veteran owned firms in accordance with Section 45-57 of the Illinois Procurement Code (30 ILCS 500/45-57).

December 2020

[FEP Contractor Packet](#)

A person wearing a plaid shirt is sitting at a wooden desk. They are using a silver laptop with their left hand on the keyboard and holding a pencil in their right hand over an open notebook. The background is a blurred office setting. The entire image has a light blue overlay.

## **NAVIGATING THROUGH CDB'S WEBSITE**

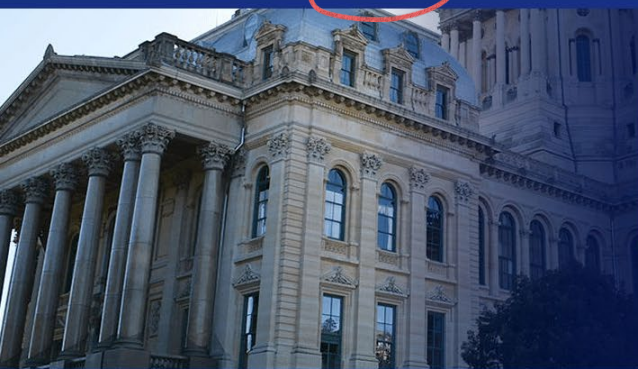
<https://cdb.illinois.gov>



Search



- About
- Doing Business
- Procurement Bulletin
- Illinois Codes



# Illinois Capital Development Board

## Building a Better Illinois

Search



### Illinois Codes

CDB's Division of Building Codes and Regulations



### Construction Bulletin

View All Current Bids



### Professional Services Bulletin

Learn how to do business with CDB

CDB > Doing Business

## Doing Business

- Reference Library
- Vendor Search
- Architects/Engineers
- Contractors
- Vendor Registration and Prequalification
- Grants
- Sign Up for Notifications
- Diversity
- Project Financial Information
- Art-In-Architecture

# Doing Business



Thank you for your interest in a partnership with CDB. Information regarding how to do business with CDB and other helpful resources are available for your use. The menu on the right side provides current information to assist our partners when moving forward to build a better Illinois.

50  
YEARS

Search


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# Illinois Capital Development Board

## Building a Better Illinois

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### Procurement Bulletin

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## Procurement Bulletin



### About the Illinois Procurement Bulletin for CDB (IPB/CDB)

The IPB/CDB is a free online resource for vendors wishing to do business with CDB.

Links to key information for vendors are available on the menu bar at the top and the navigation panel to the right of each informational page.

[Register](#) to receive electronic notification. Although registration is not necessary to view the website, it is required to receive email notification when information becomes available.

#### Vendor Alerts & Notices

[Prohibited Political Contribution Notice](#)

[Click here to view Prohibited Political Campaign Contributions](#)

[BEP Annual Reports](#)

[Contracts Exempt from the Procurement Code](#)

[Sole Source](#)

[Single Prime Information \(archive\)](#)

[Best Interest of the State Selections](#)

#### Procurement-Related Resources

[Prequalification with CDB](#)

[Illinois Procurement Gateway](#)

[Pathway to Procurement](#)

[CPO-CDB](#)

[Procurement Policy Board](#)





# Illinois Procurement Gateway

[Log In](#)

## Vendor Registration

Search and/or join our database of registered vendors

[IPG Registered Vendor Directory](#)

[IPG Vendor Registration](#)

## Account Access

Lookup Vendor accounts or reset user passwords

[Account Lookup](#)

[Forgot Password](#)

## Outreach

Opportunities for vendor involvement

[View Outreach Opportunities](#)

## Upcoming Events

View our upcoming events

[Events](#)

**On the CDB home page, on the left column of choices, choose “Fiscal Information.” Under “Fiscal Inquiries”, choose “Fiscal Screens.” Use the tab key to move from field to field.**

### **Registration Screen and Maintain Profile**

All users must be registered with CDB and sign on each time the inquiry is used. The Maintain Profile allows a user to change their information when needed.

- You may choose your own id and password. You should pick your user id up to 15 characters and a password up to 32 characters. You will need to remember both to log in.
- If you should forget your id or password, click on the “Forget your password?”. This will prompt you for information. If your information matches your profile, your id and password will be displayed.
- When changing information in the Maintain Profile screen, click the change user box at the bottom to update your profile.

### **Fiscal Inquiry by Project**

This inquiry provides the greatest level of detail for a project and/or contract. This includes listings of transactions for appropriations, releases, contracts, obligations, expenditures, and individual contract details. This inquiry should be used to determine if a pay request has been approved by CDB Fiscal for payment.

- On the request screen, you can enter the project number only to see the entire project, or enter the project number and a specific contract to begin the list at that specific contract, or you can scan for a specific contract if the project number is unknown.
- There are two buttons located above the contract lists. These provide transaction listings for appropriation and release activity for the entire project.
- The lists of contracts have three buttons located to the right which will provide obligation activity, expenditures, and contract details.
- Note: The expenditure button will show the most recent pay requests approved by the CDB Fiscal.

Doing Business

Reference Library

Vendor Search

Architects/Engineers

Contractors

Vendor Registration and Prequalification

Grants

Sign Up for Notifications

Diversity

Project Financial Information

Art-In-Architecture

Notice

This database contains information provided by vendors that submitted a Vendor Registration Form or a Vendor Prequalification Form. This database search includes all vendors that are registered with CDB, but are not prequalified with CDB. The name of the vendor searched for a specific vendor class, such as "Contractor," the name of the vendor class, only the Contractor, Construction Manager, and AE are prequalified with CDB. The remaining vendors must be prequalified with CDB to submit a bid or proposal as the Prime on a project or to perform licensed work as a Protected Sub Contractor, enter "Vendor Name" and "Contractor" (for Vendor Class) in order to search.

Regarding Vendor Class, only the Contractor, Construction Manager, and Architect/Engineer (for Vendor Class) are registered with CDB, but are not prequalified with CDB. The remaining vendors must be prequalified with CDB to submit a bid or proposal as the Prime on a project or to perform licensed work as a Protected Sub Contractor, enter "Vendor Name" and "Contractor" (for Vendor Class) in order to search.

A vendor must be prequalified with CDB to submit a bid or proposal as the Prime on a project or to perform licensed work as a Protected Sub Contractor, enter "Vendor Name" and "Contractor" (for Vendor Class) in order to search. For more information or concerns regarding a vendor's status, please contact the CDB Coordinator at (815) 424-2200.

It is the responsibility of the vendor using this database to verify the information provided by vendors themselves. The CEI database showing the current certification status of these businesses can be found below.

Please select your search criteria and click the Search button. You may select multiple criteria to refine the search.

Vendor Name:

Vendor Class:  Required

Trade:

County:

BEP Certification:

VBP Certification:

Gender:

Ethnicity:

Page Size:  25

0 results

# Vendor Searches



This database contains information provided by vendors that submitted a Vendor Registration Form or are prequalified with CDB.

[CDB Vendor Search](#)

The CEI database showing the current certification status of these businesses can be found below.

[CEI BEP Vendor Directory](#)

**the responsibility of the vendor using this database to verify the information provided by vendors themselves.**

**Please select your search criteria and click the Search button. You may select multiple criteria to refine the search.**

**A-1 Roofing Co.**  
1425 Chase Avenue  
Elk Grove Village, IL 60007  
(847) 952-3600

**Prequalified:** Yes

**Vendor Class:** Contractor

**Trades:** General Roofing

Vendor ID	Vendor Name	Vendor Class	Trade	Prequalified	Vendor Class	Trades	Registration Date
6696	A-1 Roofing Co.	Contractor	Roofing	Yes	Contractor	General Roofing	02/25/2025
31635	A-1 Roofing Co.	Contractor	Roofing	Yes	Contractor	General Roofing	02/25/2025
31635	DCG Roofing Solutions, Inc.	Contractor	Roofing	Yes	Contractor	General Roofing	02/24/2025
1024	DCG Roofing Solutions, Inc.	Contractor	Roofing	Yes	Contractor	General Roofing	02/24/2025
74	F & G Roofing Company, LLC	Contractor	Roofing	Yes	Contractor	General Roofing	02/24/2025
74	F & G Roofing Company, LLC	Contractor	Roofing	Yes	Contractor	General Roofing	02/24/2025
74	Knickerhocker Roofing and Paving Co., Inc.	Contractor	Roofing	Yes	Contractor	General Roofing	02/24/2025

If you would like a complete DBE/VBE vendor directory available for download in a pdf format, go to the CMS BEP Portal and use their Directory: <https://cms.diversitycompliance.com/>



## Reference Library

# Reference Library


Reference Library - All Documents

Archives


Certified Payroll Reporting Manual

REFERENCE HELP

Acronym List



**All Documents**  
Sorted by document type & target audience



**Archives**  
Retrieve archived Reference Library documents.

The CDB library is a one-stop-shop for all documents, forms, manuals, and publications used by our private sector partners. The forms are available in Microsoft Word or Microsoft Excel format and can be downloaded, completed, and printed for return to CDB. Some forms allow for electronic submission.

CDB manuals are generally available in PDF format. To download PDF documents, use the most current version of [Adobe Acrobat Reader](#), available on the Adobe website.

CDB forms and manuals are updated periodically. The reference library contains all documents currently recognized and used by CDB. Older forms should not be used. Documents found in the reference library are the property of the State of Illinois and CDB. The forms may not be modified. [CDB Reference Library Help](#) is available for questions or additional assistance.

[CDB Acronym List](#)

# Reference Library - All Documents

## Filters

Document Type

All

Category

All

Target Audience

All



TITLE ↑	SUMMARY	DOCUMENT TYPE ↑	CATEGORY ↑	TARGET AUDIENCE ↑
<a href="#">2018 Illinois Accessibility Code</a>	Supplement to Professional Services Agreement	Manual	Accessibility	Architect/Engineer
<a href="#">330 FORM</a>	CDB 330 Architect-Engineer Qualifications	Form	A/E	Architect/Engineer
<a href="#">665 FORM</a>	Bidding and Contract Requirements - 00665 MBE/WBE/PBE/VBE Subcontractor-Supplier Certification	Form	A/E	Architect/Engineer
<a href="#">670 Form Subcontractor Add-Change v.21.1</a>	670 Form Subcontractor Add-Change v.21.1	Form	Change Order	Contractor- A/E
<a href="#">A/E Electronic Submittal Form</a>	A/E Electronic Submittal Form	Form	A/E	Architect/Engineer
<a href="#">A/E Final Close-out Package Checklist - C-FCP</a>	A/E Final Close-out Package Checklist	Form	Close-out	Architect/Engineer





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