



**Building a Better Illinois**

## **PROJECT MANUAL**

**CDB # 040-010-107 – PHASE TWO**

**RENOVATE SOMERVILLE & ANDERSON BUILDINGS – PHASE TWO  
ILLINOIS VETERANS' HOME  
1707 NORTH 12<sup>th</sup> STREET  
QUINCY, ADAMS COUNTY, ILLINOIS  
BUILDING NOS: SOMERVILLE (W0610)  
ANDERSON (W0612)**

**CONTRACT: GENERAL**

**State of Illinois**

## **CAPITAL DEVELOPMENT BOARD**

**USING AGENCY: ILLINOIS DEPARTMENT OF VETERANS' AFFAIRS**

**BY: ARCHITECHNICS, INC.**

**510 MAINE STREET, QUINCY, ILLINOIS 62301 (217) 222-0554**

## **ISSUED FOR BID**



**DATE: April 10, 2019**

License Expiration Date: 11/30/20

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

Date Signed: 4/10/2019

ARCHITECHNICS, INC. PROJECT NO: 5718

State of Illinois  
CAPITAL DEVELOPMENT BOARD

ARCHITECHNICS, INC.  
510 MAINE ST., FLR. 10  
QUINCY, IL 62301  
217-222-0554

PROJECT MANUAL FOR

CDB# 040-010-107  
RENOVATE SOMERVILLE & ANDERSON BUILDINGS – **PHASE TWO**  
ILLINOIS VETERANS' HOME  
1707 NORTH 12<sup>th</sup> STREET  
QUINCY, ADAMS COUNTY, ILLINOIS

DATE: APRIL 10, 2019

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SPECIFIER:           General: Anthony E. Crane, AIA, [archeng@architechnicsinc.com](mailto:archeng@architechnicsinc.com)  
Phone: 217-222-0054  
Fax: 217-223-3361

END 00 01 10

CDB - 00 01 10 - March, 2017

CDB 040-010-107 - Phase Two

00 01 10- 2

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

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C3	Somerville Site Plan
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C6	Partial Building Elevations
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Drawings Dated: April 10, 2019

END 00 01 15

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

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

CDB PROJECT #: 040-010-107  
TITLE: RENOVATE SOMERVILLE & ANDERSON BUILDINGS – **PHASE TWO**  
LOCATION: ILLINOIS VETERANS HOME  
1707 NORTH 12<sup>th</sup> STREET  
QUINCY, ADAMS COUNTY, ILLINOIS

PROJECT DESCRIPTION: Repair of sidewalks, railings, portico and terrace areas at the Somerville Building, exterior accessibility improvements to meet IAC/ADA compliance at both Somerville and Anderson Buildings, as well as exterior painting and other necessary repairs to the architectural features to prevent further degradation of the buildings are included in the project.

<u>TRADE</u>	<u>COST RANGE</u>	<u>BID DATE/TIME</u>
GENERAL	under \$ <u>400,000.00</u>	<u>Thursday, May 2, 2019 at 2:00 PM</u>

BID LOCATION:

ILLINOIS CAPITAL DEVELOPMENT BOARD  
401 SOUTH SPRING STREET  
THIRD FLOOR, WILLIAM G. STRATTON BUILDING  
SPRINGFIELD, IL 62706  
FAX: (217) 782-4938 (for Bid modifications)

Minority, Female & Veteran Business Subcontractor/Supplier Participation is Applicable.

Obtain Plans From:

ARCHITECHNICS, INC.  
510 MAINE STREET, FLOOR 10  
QUINCY, IL 62301  
PHONE: 217-222-0554  
FAX: 217-223-3361

Refundable Plan Deposit:(\$100 PER SET) Deposits will be refunded in full only those who submit a bona fide bid and / or to any plan holder who returns the bidding documents in good condition to the Architect's office within a ten (10) day period following the bid opening date. If the conditions are not met, the plan deposit shall be forfeited.

Pre-Bid Meeting: (Non-Mandatory) A Pre-Bid meeting will be held at the Project Site, on Tuesday, April 23, 2019 at 10:00 AM. meet at the "Engineer's Office" Building on the campus of the Illinois Veterans Home, Quincy, Adams County, Illinois (reference sheet G1 "Site Map" for location).

## 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/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, 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. 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

Phone: (217) 558-1393  
Facsimile: (217) 558-1399  
Illinois Relay: (800) 526-0844

### CAPITAL DEVELOPMENT BOARD

Amy Romano  
Acting Executive Director

*Brad Nell*  
Project Manager  
217-782-8718 phone  
[brad.nell@illinois.gov](mailto:brad.nell@illinois.gov)

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 00 – Bid Form**

**NAME OF FIRM:** \_\_\_\_\_

**CDB FIRM ID NO.** \_\_\_\_\_

**FOR (General) WORK**

**BID FOR:** CDB PROJECT NUMBER: 040-010-107 - Phase Two

**PROJECT TITLE:** RENOVATE SOMMERVILLE & ANDERSON BUILDINGS – **PHASE TWO**  
ILLINOIS VETERANS HOME - 1707 NORTH 12<sup>th</sup> STREET  
QUINCY, ADAMS COUNTY, ILLINOIS

**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/FBE/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)

**BASE BID:** THE BIDDER AGREES TO PERFORM ALL WORK FOR THE ABOVE  
TRADE, EXCLUSIVE OF ALTERNATE BIDS, FOR THE SUM OF:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**ALTERNATE BID G-1:** Add to the Base Bid the Sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

**ALTERNATE BID G-2:** Add to the Base Bid the Sum of:

\_\_\_\_\_ 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.

- ☐ The bidder requests preference pursuant to the Procurement of Domestic Products Act (PA 93-0954). We certify that all offered goods were/will be manufactured in the United States. We understand that, if awarded a contract based on a preference for US manufactured goods, this certification will become part of the contract, and, if we knowingly supply non-US manufactured goods, we will be subject to penalties that include debarment for 5 years, voiding of the contract, and civil damages.

PRODUCT SUBSTITUTION FORM ATTACHED: ☐

**Duration of Bids:** The bidders shall hold their bids open for 60 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)



### 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 \$50,000, 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 \$50,000 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 \$50,000.**

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

**BIDDER'S EMPLOYEE UTILIZATION FORM**

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.

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

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%
Elevator Mechanics	12%
Ironworkers/Boilermakers	20%
Carpenters	25%
Acoustical Tilers	20%
Ceramic Tile Setters	20%
Brick Masons/Tuckpointers	15%
Cement Masons	20%
Lathers (Metal/Wood)	20%
Tapers	20%
Plasters	12%
Painters	20%
Glaziers	15%
Roofers	25%
Metal Deck Roofers	15%
Pipefitters	25%
Plumbers	25%
Insulators	20%
Temperature Control	15%
Laborers	33%
Electricians	25%
Fencing, Guard Rails	15%
Landscaping	20%
Truck Drivers	20%
Air Test & Balancing	0%
Sandblast/Waterproofing/Caulkers	15%
Asbestos Workers	30%
Terrazzo	12%
Carpet	15%

**INSTRUCTIONS**

for

Project: **040-010-107** Phase: **2**

Trade: **General**

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

DHR # \_\_\_\_\_

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

CDB Project Number

**040-010-107 - Phase 2**

CDB Contract No.

Contractor I.D.

**FOR CDB OFFICE USE ONLY**

Contract/Trade Bid

FEP Tech

Monitored/Non-Monitored

**General****Kim Barker****Monitored**

TRADE CATEGORIES	Trade Codes	African American		Hispanic		Native American		Asian		Caucasian		Veteran	
		Male		Female		Male		Female		Male		Female	
		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												
R s	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.

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

**RETURN WITH BID**

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

**CDB PROJECT NO.** 040-010-107 - Phase Two

**GENERAL 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 6 Percent Combined (MBE/WBE) 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 0 Percent (VBE) 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. 040-010-107 - Phase Two**

**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	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			
4.				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
5.				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
6.				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
7.				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			
8.				<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> VBE <input type="checkbox"/> Certified by CMS			

**RETURN WITH BID**

**ALTERNATE BID No. G-1**

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.						
2.						
3.						

**ALTERNATE BID No. G-2**

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.						
2.						
3.						

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

**RETURN WITH BID**

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

**CDB PROJECT NO.** 040-010-107 - Phase Two

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 Central Management Services under the provisions and definitions of the Minority/Women/Veterans Business Enterprise Program Acts as a minority, women 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 goals and will comply with all provisions of the Minority/Women Business Enterprise Program Act.
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 30 ILCS 500/45-57.

**If a blank 4105 form (defined as no participation listed) is submitted with the bid, the bidder shall check the box that it will submit good faith effort documentation (without notice) within 4 calendar days following the date of the bid opening: ☐ 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/Veterans Business Enterprise Program Acts.**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

**SIGNATURE IS REQUIRED**

**RETURN WITH BID**

\_\_\_\_\_  
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)

\_\_\_\_\_  
STATE OF \_\_\_\_\_ JURAT (Notary's Statement Authenticating Signature)

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 OF \_\_\_\_\_ A.D. 20\_\_

My commission expires \_\_\_\_\_

Notary Signature \_\_\_\_\_



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


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

BIDDING & CONTRACT REQUIREMENTS  
**Document 00 41 08 – Standard Business Terms and Conditions**  
**RETURN WITH BID**

**ate 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).

BIDDING & CONTRACT REQUIREMENTS  
**Document 00 41 08 – Standard Business Terms and Conditions**  
**RETURN WITH BID**

✓. 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

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 08 – Standard Business Terms and Conditions**  
**RETURN WITH BID**

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.

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 08 – Standard Business Terms and Conditions**  
**RETURN WITH BID**

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: \_\_\_\_\_

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 09 – Certifications and Disclosures**  
**RETURN WITH BID**  
**FORMS A**

**Effective July 1, 2014 – BIDDERS HAVE TWO OPTIONS FOR PROVIDING THE REQUIRED CERTIFICATIONS AND DISCLOSURES:**

**1. FORMS A – THE STANDARD PAPER METHOD OF REQUIRED DOCUMENTS AND INFORMATION.**

**OR**

**2. FORMS B AND AN ILLINOIS PROCUREMENT GATEWAY (IPG) REGISTRATION NUMBER WHICH ALLOWS FOR REDUCED DOCUMENTATION WHEN USING AN APPROVED IPG REGISTRATION NUMBER.**

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

**\*This Forms A 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**

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 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:



**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 09 – Certifications and Disclosures**  
**RETURN WITH BID**  
**OUTLINE**

**FORMS A**

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

Business and Directory Information .....	Part 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.

**RETURN WITH BID**

**STATE OF ILLINOIS**

**BUSINESS AND DIRECTORY INFORMATION**

- 1.1. Name of Business (official name and DBA)
- 1.2. Business Headquarters (address, phone and fax)
- 1.3. If a Division or Subsidiary of another organization provide the name and address of the parent
- 1.4. Billing Address
- 1.5. Name of Chief Executive Officer
- 1.6. Company Web Site Address
- 1.7. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below)
- 1.8. Length of time in business
- 1.9. Annual Sales for Offeror's most recently completed fiscal year
- 1.10. Show number of full-time employees, on average, during the most recent fiscal year
- 1.11. 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. Female (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

**RETURN WITH BID**

**STATE OF ILLINOIS**

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

- 2.1. 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: \_\_\_\_\_
- 2.2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: \_\_\_\_\_
- 2.3. 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).
- 2.4. 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.
- 2.5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.
- 2.6. Offeror may obtain an application form by:
- 2.6.1. 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).
- 2.6.2. Internet: You may download the form from the Department of Human Rights' website at (<http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx>).
- 2.6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

RETURN WITH BID

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 500/20-43. Offerors must review and complete certification #4.32 in the Standard Certifications found in Forms A, Part 4.


Certification #4.32 requires Vendor to check one of the two boxes representing its status. 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

NIZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 26, 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*

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 09 – Certifications and Disclosures**  
**RETURN WITH BID**  
**STATE OF ILLINOIS**  
**STANDARD 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 Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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.

4.1. 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 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.

4.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

4.3. 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.

4.4. 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.

**RETURN WITH BID**

**STATE OF ILLINOIS**

**STANDARD CERTIFICATIONS**

- 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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).
- 4.11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay 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.
- 4.12. 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.



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**STANDARD CERTIFICATIONS**

- 4.13. 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.
- 4.14. 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.
- 4.15. Vendor certifies it is not in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 4.16. 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.
- 4.17. 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.
- 4.18. 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.
- 4.19. 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.
- 4.20. Drug Free Workplace
- 4.20.1. 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.
- 4.20.2. If Vendor is an individual and this contract is worth more than \$5000, 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.
- 4.21. 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.
- 4.22. 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.

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**STANDARD CERTIFICATIONS**

- 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.
- 4.24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
- 4.25. 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.
- 4.26. 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.
- 4.27. 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.
- 4.28. 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.
- 4.29. 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/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 4.30. 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.



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**STATE OF ILLINOIS**

**STANDARD CERTIFICATIONS**

- 4.31. 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. 30 ILCS 517.
- 4.32. 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 a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☐ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- 4.33. 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
  - 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).

BIDDING & CONTRACT REQUIREMENTS  
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**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**



**RETURN WITH BID**

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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:

**BIDDING & CONTRACT REQUIREMENTS**  
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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) >\$50,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$50,000 (annual value)

Project Name	
Illinois Procurement Bulletin Number	
Contract Number	
Vendor Name	
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	<b>Choose an item.</b> <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 \$50,000 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% (\$106,447.20) 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% (\$106,447.20) 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% (\$106,447.20) 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% (\$106,447.20) 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.

**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 \$50,000 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 \$106,447.20.

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

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

**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 \$106,447.20.

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

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

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**Document 00 41 09 – Certifications and Disclosures**

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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 \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 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.

TABLE – Z	
Name	Address

**STEP 3**

**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 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.

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: \_\_\_\_\_

**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 \$50,000 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% (\$106,447.20) 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 (\$177,412.00)? ☐ 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 (\$354,824.00)? ☐ Yes ☐ No



## STEP 5

### POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)

(Subcontractors with subcontract annual value of more than \$50,000 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 \$50,000 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 \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 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. \_\_\_\_\_

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

(Complete only if bid, offer, or contract has an annual value over \$50,000)  
(Subcontractors with subcontract annual value of more than \$50,000 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 \$50,000 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: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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

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**STATE OF ILLINOIS**  
**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              |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|  | <input type="checkbox"/> D = disregarded entity                 |
|  | <input type="checkbox"/> C = corporation                        |
|  | <input type="checkbox"/> P = partnership                        |

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

Date:

BIDDING & CONTRACT REQUIREMENTS  
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**STATE OF ILLINOIS**  
**CERTIFICATIONS AND DISCLOSURES**

# FORMS B

**\*This Forms B section may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (FP) using a current registration in the Illinois Procurement Gateway (IPG).  
If the bidder does not use Forms B, then Forms A shall be submitted with bid.**

BIDDING & CONTRACT REQUIREMENTS  
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**CERTIFICATIONS AND DISCLOSURES**

This Forms B 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.

If a vendor does not have a valid IPG registration number, then the vendor must complete and submit Forms A 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 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: \_\_\_\_\_

**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. Replacement Certification to IPG Certification #6 (supersedes response in IPG)**

If Vendor has been convicted of a felony, Vendor certifies at least five years have passed since 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. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10. ☐ Yes ☐ No

**4. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)**

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.



**RETURN WITH BID**

STATE OF ILLINOIS

**CERTIFICATIONS AND DISCLOSURES**

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: \_\_\_\_\_

**5. 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 \$50,000. Do not complete if you are a not-for-profit entity.

☐ 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.

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

**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:

**BIDDING & CONTRACT REQUIREMENTS**  
**Document 00 41 09 – Certifications and Disclosures**  
**RETURN WITH BID**  
**STATE OF ILLINOIS**  
**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              |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | (select applicable tax classification)                          |
|  | <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



BIDDING & CONTRACT REQUIREMENTS  
**00 43 43 - Prevailing Wage Act**

1. PREVAILING WAGE ACT

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).

END 00 43 43.

**Prevailing Wage rates  
for Adams County  
effective Sept. 1, 2017**

<b>Trade Title</b>	<b>Region</b>	<b>Type</b>	<b>Class</b>	<b>Base Wage</b>	<b>Fore- man Wage</b>	<b>M-F OT</b>	<b>OSA</b>	<b>OSH</b>	<b>H/W</b>	<b>Pension</b>	<b>Vacation</b>	<b>Training</b>
ASBESTOS ABT-GEN	ALL	BLD		24.65	26.40	1.5	1.5	2	9.00	11.88	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	8.25	3.00	0.00	0.00
BOILERMAKER	ALL	BLD		34.34	36.84	1.5	1.5	2	7.07	22.13	1.50	0.71
BRICK MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.75	10.87	0.00	0.85
CARPENTER	ALL	BLD		31.39	33.64	1.5	1.5	2	8.45	17.00	0.00	0.54
CARPENTER	ALL	HWY		32.15	33.90	1.5	1.5	2	8.45	17.00	0.00	0.52
CEMENT MASON	ALL	BLD		28.51	30.01	1.5	1.5	2	8.57	12.65	0.00	0.65
CEMENT MASON	ALL	HWY		28.64	29.89	1.5	1.5	2	8.57	12.65	0.00	0.65
CERAMIC TILE FNSHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	8.58	0.00	0.10
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		29.91	32.41	1.5	1.5	2	7.10	9.11	0.00	0.80
ELECTRONIC SYS TECH	ALL	BLD		28.00	30.00	1.5	1.5	2	7.10	11.44	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
GLAZIER	ALL	BLD		35.91	37.91	1.5	1.5	2	6.25	9.16	0.00	0.68
HT/FROST INSULATOR	ALL	BLD		38.42	39.42	1.5	1.5	2	9.65	12.11	3.90	0.64
IRON WORKER	ALL	ALL		26.00	28.25	1.5	1.5	2	7.93	13.66	0.00	0.51
LABORER	ALL	BLD		23.15	24.90	1.5	1.5	2	9.00	11.88	0.00	0.80
LABORER	ALL	HWY		27.75	29.25	1.5	1.5	2	9.00	13.47	0.00	0.80
LATHER	ALL	BLD		31.39	33.64	1.5	1.5	2	8.45	17.00	0.00	0.54
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	8.58	0.00	0.10
MARBLE MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.75	10.87	0.00	0.85
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.11	0.00	0.54

MILLWRIGHT	ALL	HWY		32.55	34.30	1.5	1.5	2	8.20	16.15	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	36.35	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	2	33.94	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	3	30.25	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	BLD	4	37.89	37.89	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	1	41.87	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	2	37.41	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	3	30.53	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
OPERATING ENGINEER	ALL	HWY	4	43.44	43.44	1.5	1.5	2	10.80	10.15	0.00	1.95
PAINTER	ALL	ALL		31.13	32.63	1.5	1.5	2	5.90	10.63	0.00	0.65
PAINTER OVER 30FT	ALL	ALL		32.13	33.63	1.5	1.5	2	5.90	10.63	0.00	0.65
PAINTER PWR EQMT	ALL	ALL		32.13	33.63	1.5	1.5	2	5.90	10.63	0.00	0.65
PILEDRIIVER	ALL	BLD		32.29	34.64	1.5	1.5	2	8.45	17.00	0.00	0.54
PILEDRIIVER	ALL	HWY		32.15	33.90	1.5	1.5	2	8.45	17.00	0.00	0.52
PIPEFITTER	ALL	ALL		39.20	43.12	1.5	1.5	2	7.00	14.24	0.00	1.25
PLASTERER	ALL	BLD		31.25	33.00	1.5	1.5	2	8.40	13.40	0.00	0.80
PLUMBER	ALL	ALL		39.20	43.12	1.5	1.5	2	7.00	14.24	0.00	1.25
ROOFER	ALL	BLD		30.00	32.50	1.5	1.5	2	10.40	8.70	0.00	0.53
SHEETMETAL WORKER	ALL	BLD		28.13	30.13	1.5	1.5	2	7.14	12.21	0.00	0.59
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STONE MASON	ALL	BLD		30.00	31.50	1.5	1.5	2	8.75	10.87	0.00	0.85
TERRAZZO FINISHER	ALL	BLD		30.48	30.48	1.5	1.5	2	8.57	8.58	0.00	0.10
TERRAZZO MASON	ALL	BLD		31.98	31.98	1.5	1.5	2	8.57	8.58	0.00	0.10
TILE LAYER	ALL	BLD		29.10	31.35	1.5	1.5	2	7.35	12.50	0.00	0.42
TILE MASON	ALL	BLD		31.98	31.98	1.5	1.5	2	8.57	8.58	0.00	0.10
TRUCK DRIVER	ALL	ALL	1	36.26	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	2	36.77	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	3	37.05	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	4	37.36	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	ALL	5	38.35	40.15	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	1	29.01	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25

TRUCK DRIVER	ALL	O&C	2	29.42	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	3	29.64	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	29.89	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	30.68	32.12	1.5	1.5	2	12.16	6.10	0.00	0.25
TUCKPOINTER	ALL	BLD		30.00	31.50	1.5	1.5	2	8.75	10.87	0.00	0.85

#### **Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

#### **Explanations ADAMS COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

#### **EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

**ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER**

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

#### ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts,

machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspcoc Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)\*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)\*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)\*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*; Welding Machines (1/300 Amp. or over)\*; Welding machines (one to five)\*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

\* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-doers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)\*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)\*; Generators (six to eight)\*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)\*; Mechanical Heaters (six to eight)\*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)\*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)\*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)\*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)\*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)\*; Mechanic Helpers; Mechanical Heaters (one to five)\*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)\*; Welding Machines (one 300 Amp. or over)\*; Welding Machines (one to five)\*.

CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

\*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.



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

1. **STANDARD DOCUMENTS FOR CONSTRUCTION:** CDB's March 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: PHASE TWO**

**A. DESCRIPTION: Base Bid work will include:**

1. Repairing and replacing sidewalks, ramps, railings, landings, porch and terrace areas on Somerville. Other exterior repairs and painting of railings, guardrails, site lighting, and backfilling of earth, soil stabilization, and seeding of yard areas around the buildings to insure a positive slope and surface drainage away from the exterior perimeter building walls on both the Somerville and Anderson buildings. IAC and ADA model code compliance is addressed with exterior ingress and egress elements on the site, as shown on the Project Drawings, and as specified in the appropriate specification sections.

**B. EXISTING CONDITIONS:**

1. Work will take place at an occupied facility. The existing facility is located on the west side of the main building campus on the grounds of the Illinois Veterans Home, 1707 North 12<sup>th</sup> Street, in Quincy, Adams County, Illinois.
2. Exterior existing paint in this project on the portico (porches), fascias, wood Trim, and soffits on both the Somerville and Anderson buildings has been determined to contain lead as indicated in the documents. Any work which will disturb the paint on these areas shall comply with OSHA 1926.62 "Lead Construction Standard" and EPA disposal regulations including TCLP testing, when required.

**C. SPECIAL CONDITIONS:**

Exterior: These grounds contain selected architecturally significant buildings and underground heating (steam) tunnels exist throughout the site.. Due to these concerns, great care shall be taken regarding all operations in, on, and around the subject buildings, including staging, equipment operation, material storage, and all personnel and equipment circulation around the buildings. Additional staging and storage on the site shall be approved by and will be per the directions of the Using Agency.

**D. RELATED WORK**

1. Work by the General Contractor that will be directed by the Using Agency: Moving and relocation of furnishings, fixtures, and equipment, Etc., for areas at or near renovated areas in, on , or around the buildings.

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

- A. The General Contractor shall complete all work through Substantial Completion in accord with the contract within 120 consecutive calendar days from the date of the Authorization to Proceed and shall complete all remaining work in accord with the contract (Final Acceptance) within 60 consecutive calendar days from the date of Substantial Completion.

4. **CONTRACT(S).** Construct project under single General contract. All work shown on the bidding documents is the responsibility of the contractor, regardless of the trade or specialty involved.
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.
6. **CONSTRUCTION ADMINISTRATION FEE:** A construction 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.** General contractor shall purchase and maintain builder's risk insurance in accord with Article 00 73 19 of the Standard Documents for Construction.
9. **PROCUREMENT OF DOMESTIC PRODUCTS ACT.**
  - A. The Procurement of Domestic Products Act, 30 ILCS 517/30, requires each purchasing agency making purchases of procured products to promote the purchase of and give preference to manufactured articles, materials, and supplies that have been manufactured in the United States.
  - 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.
  - C. As the A/E of Record, our determination is the promotion and preferences required are being applied to this project. Bidders may request preference on document 00 41 00 – Bid Form.
10. **DURATION OF BIDS:** The bidders shall hold their bids open for ninety (60) calendar days after the bid opening in lieu of the sixty (60) calendar days required by Para. 00 51 10.3 of the Standard Documents for Construction.
11. **VALUE MANAGEMENT.** The value management program is applicable to this project.

END 01 11 00

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

The Standard Documents for Construction and Standard Documents for Construction for Projects with a Construction Manager are hereby changed. The following articles replace those in the 2006 and 2009 editions. All other articles remain applicable. **General revision: any reference to “Female Business Enterprise (FBE)” shall mean “Women Business Enterprise (WBE).”**

**00 21 05 PREQUALIFICATION**

**.7 Single Prime Delivery Method Projects.** The protected subcontractors, as identified on Document 00 41 00 bid form, shall be prequalified with CDB under the same requirements listed in 00 21 05 .1 -.6 for the bidder.

**00 21 50 WORK WITH OWN STAFF**

**.1 General.** For Single Prime Delivery Method Projects: The Prime Bidding Contractor and the designated protected subcontractors shall perform the work at the site employing not less than the following amount of its own forces. For purposes of this Article, the work includes direct labor and supervision, as well as material purchases where the material is installed by the Prime Bidding Contractor/Protected Subcontractors.

A. When General Trade is the Prime Bidding Trade: The General trade shall perform 20% of the following amount: total value of awarded amount less total value of designated protected trade work identified on the bid form, and less the cost of CAF, insurance and bonds.

Each designated protected trade work: 40% of the value of the respective designated protected trade work identified on the bid form.

B. When a trade other than the General is the Prime Bidding Trade: the Prime Bidding Trade shall do 40% of the following amount: total value of awarded amount less total value of designated protected trade work identified on the bid form, and less the cost of CAF, insurance and bonds. Each designated protected trade work: 20% of the value of the General Trade work, and 40% of the value of the remaining respective designated protected trade work identified on the bid form.

**.2 Subcontractors and Suppliers**

C. **Subcontract/Supplier Disclosure.** The Contractor shall submit with his/her bid the names and CDB issued identification (ID) numbers (prequalification ID number or registration ID number), if known, of all first tier subcontractors and suppliers with a subcontract value greater than \$50,000 to be utilized by the Contractor in the performance of this contract and any lower tier subcontractor/supplier with a subcontract value greater than \$50,000 and where the subcontractor/supplier is either named in the specifications or is one over whom the Contractor retains the right to approve and/or make payments for work. The subcontract shall include reference for compliance with Illinois Procurement Code 30 ILCS 500/20-120. Financial and Conflict of Interest disclosures and standard certifications for each

subcontractor over \$50,000 must be submitted to CDB by the contractor within 20 days of the execution of a contract with CDB or 20 days of the execution of the subcontract, whichever is later. The Contractor shall promptly notify the State in writing of any additional or substitute subcontractors meeting the above criteria hired during the term of this contract (names, addresses, expected contract amount and CDB ID nos.). Upon request by the CPO, the Contractor shall provide CDB a copy of each subcontractor's subcontract. No work can be performed by these subcontractors until the Certifications and Disclosures have been reviewed and approved by the State Purchasing Officer.

## **00 21 55 USE OF ILLINOIS LABOR**

- .1 30 ILCS 570 mandates that during a period of excessive unemployment at least 90% of the total labor hours on State construction projects must be performed by persons who have resided in Illinois for at least thirty (30) days and intend to become or remain Illinois residents. (30 ILCS 570/3). 'A period of excessive unemployment' means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. (30 ILCS 570/1).
- .2 Contractors are required to incorporate the above provisions into all subcontracts for subcontractors who will have workers at the project site.
- .3 To verify that this requirement is being met, contractors must submit Certified Payroll forms for themselves and their subcontractors each month for the duration of the contract/subcontract.
  - A. The Certified Payroll form(s) must include the name and address of each worker on the project site during the time period covered by the form.
  - B. For subcontractors, the contractor will include the beginning and ending dates of the subcontract on the Certified Payroll form.
  - C. If Certified Payroll forms are not submitted timely, payment may be reduced or withheld until Certified Payroll submittals are brought up to date.

## **00 43 30 BUY ILLINOIS PROGRAM**

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

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

- .1 Certification.** CDB will only accept Minority and Female and Veteran Business Enterprise (MBE/FBE/VBE) firms certified by the Illinois Department of Central Management Services (CMS) as a MBE or FBE or VBE. The MBE/FBE/VBE's certification/or recognition with CMS shall be in good standing prior to the bid opening date.
- .2 Designated Projects.** CDB may designate projects with "MBE/FBE/VBE participation goals." See the bid form, Section 00 41 05 of the project manual, for applicable goals for first and second tier (level) subcontractors and supplier MBE/FBE/VBE participation. For Single Prime Delivery Method Projects: participation of certified MBE/FBE second level subcontractors and suppliers is permissible for meeting applicable goals.
- .3 Bid Form.** Each bidder shall name, on the bid form provided, the minority, female, and veteran owned businesses it intends to use to meet the specified goals. If the specified goals are not met, within 10 (ten) calendar days of the bid opening the bidder shall: (1) cure the deficiency in the bid by adding participation to meet the goals, or (2) request a waiver of the specified goals including documentation of its good faith efforts to achieve the goals.
- .4 MBE/FBE/VBE Bidder.** If the bidder is a minority or female or veteran owned business then indicate the work proposed to be done with own forces on the 00 41 05 Form. CDB encourages MBE/FBE/VBE prime bidders to use MBE/FBE/VBE subcontractors/suppliers.
- .5 Joint Venture.** If the bidder is a joint venture, the MBE/FBE/VBE joint venturer may be used to meet the MBE/FBE/VBE goal for the contract, consistent with the provisions of subsection .11(g).
- .6 Subcontracts.** Subcontracting of work to a lower tier non-MBE/FBE/VBE firm which would reduce the proceeds received by the subcontracting MBE/FBE/VBE 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).
- .7 Request for Assistance.** If the bidder needs assistance in locating subcontractors or suppliers to meet the goals, bidder shall contact CDB's Fair Employment Practices Division both prior to the submittal of the bid, and, if applicable, during the 10-day cure period.
- .8 Submittal of Good Faith Effort documentation or waiver request. Include with the package:**
  - A. All information indicating why the specified goal cannot be met.
  - B. A list of all MBE/FBE/VBE firms contacted and the dates they were contacted, including documentation from those firms.
  - C. Copies of all bid solicitation letters to MBE/FBE/VBE firms. Letters shall contain, at a minimum:
    - 1) project title and location;
    - 2) classification of work items for which quotations are requested;
    - 3) date, time, and place quotations are due; and
    - 4) returnable acknowledgment of the solicitation.
  - D. Evidence, such as a log of telephone contact including time and date of call, telephone number, and name of the person called; written correspondence; and quotes from solicited firms.
  - E. All other evidence of good faith efforts made by the bidder to secure eligible MBE/FBE/VBE

firms to meet the specified goal. Evidence may include documentation that states the following:

- 1) A reasonable number of MBE/FBE/VBE firms were contacted.
  - 2) The work selected by the bidder for allocation to MBE/FBE/VBE 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/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.
  - 4) The services of the referral agencies were used by the bidder in efforts to achieve the specified goal.
  - 5) The bidder attended the CDB pre-bid meeting for the project.
- F. Mathematical errors should be addressed by providing a detailed rationale and evidence, such as quotes, notes, and spreadsheets that explains and justifies the mathematical error.
- G. All actions taken to solicit MBE/FBE/VBE firms both pre-bid opening date and post-bid opening date.
- H. A revised 00 41 05 form, if MBE/FBE/VBE participation increases during the 10 day cure period but goals are not met.
- I. Other relevant information in support of the waiver request.

**.9 Replacement of MBE/FBE/VBE Subcontractor or Supplier.** If it can be demonstrated that the MBE/FBE/VBE subcontractor or supplier cannot perform the work, or if a MBE/FBE/VBE loses its CMS certification or recognition after the bid opening, then the Contractor shall make a good faith effort to replace, in-kind, the MBE/FBE/VBE. The contractor shall identify the replacement MBE/FBE/VBE or provide evidence of good faith effort to find a replacement on the Contractor's letterhead and submit with documented evidence of cause to CDB's Fair Employment Practices Division. CDB will review the submittal and may authorize the replacement or approve the good faith effort.

**.10 Calculation of MBE/FBE/VBE Participation as a Material Supplier or Subcontractor**

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

**.11 Work to be Completed by Firm Certified with BEC/CMS.** To be credited towards goals for Minority Business Enterprise (MBE), Female Business Enterprise (FBE), and Veteran Business Enterprise (VBE) participation, work must be performed by an entity certified by the Business Enterprise Council for Minorities, Females and Persons with Disabilities ("BEC") as administered by the Illinois Department of Central Management Services (CMS) as an MBE, FBE, or VBE firm pursuant to the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/5) and the Illinois Procurement Code (30 ILCS 500/45-57).

- a) The entire amount of contractual work performed by a MBE, FBE, or VBE's own forces will be credited towards MBE/FBE/VBE goals, including the cost of supplies, materials, and equipment obtained by the MBE, FBE, or VBE for this work (except supplies and equipment the MBE/FBE/VBE obtains from the prime contractor or its

affiliate).

- b) The entire amount of fees or commissions charged by a MBE/FBE/VBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services will be credited towards MBE/FBE/VBE goals provided such fees are reasonable and not excessive as compared to fees customarily allowed for similar services. Services for materials and supplies are defined in Section 00 43 39.14 and are not considered to be professional, technical, consultant, or managerial services.
- c) Work subcontracted by a MBE/FBE/VBE to another firm will not be credited towards goals unless the subcontractor performing the work is also certified by BEC/CMS as a MBE/FBE/VBE. Work that a MBE/FBE/VBE subcontracts to a firm not certified as a MBE/FBE/VBE does not count toward the goal. For example, if a MBE firm has a subcontract to perform \$100,000 worth of work and subcontracts \$10,000 of that work to a non-MBE firm, only the \$90,000 worth of work performed by the MBE firm will be credited toward the goal.
- d) If a firm is not currently certified as a MBE/FBE/VBE at the time of the execution of the contract, the firm's participation will not be counted toward any goals.
- e) The dollar value of work performed under a contract with a firm after it has ceased to be certified will not be counted toward the overall goal.
- f) The participation of a MBE/FBE/VBE subcontractor will not be counted toward a Contractor's final compliance with its MBE/FBE/VBE obligations on a contract until the amount being counted has actually been paid to the MBE/FBE/VBE.
- g) When a MBE/FBE/VBE performs as a participant in a joint venture, a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE/FBE/VBE performs with its own forces may be counted toward MBE/FBE/VBE goals.

**.12 Commercially Useful Function.** Expenditures to a MBE/FBE/VBE will only be credited towards MBE/FBE/VBE goals if the MBE/FBE/VBE performs a commercially useful function on that contract. A MBE/FBE/VBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/FBE/VBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering material, and installing (where applicable) and paying for the material itself.

- a) Factors to be used in determining whether a MBE/FBE/VBE is performing a commercially useful function include, but are not limited to, the amount of the work subcontracted, industry practices, and whether the amount the firm is paid is commensurate with the work it is performing and the MBE/FBE/VBE credit claimed for its performance of the work.
- b) A MBE/FBE/VBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE/FBE/VBE participation. In determining whether a MBE/FBE/VBE is such an extra participant, similar transactions, particularly those in which MBE/FBE/VBEs do not participate, will be examined.
- c) If a MBE/FBE/VBE does not perform at least 30 percent of the total cost of its contract with its own work force, or the MBE/FBE/VBE subcontracts a greater portion of the work than would be expected on the basis of normal industry practice

for the type of work involved, a presumption will arise that the MBE/FBE/VBE is not performing a commercially useful function. A MBE/FBE/VBE firm may present evidence to CDB to rebut this presumption. The MBE/FBE/VBE must provide such evidence to rebut the presumption within 7 business days of being notified that the presumption will be applied.

- d) A prime contractor that is a MBE/FBE/VBE will still be required to meet the goals required on the contract. In determining whether the MBE/FBE/VBE prime contractor has met the goal, the work the MBE/FBE/VBE prime contractor actually performs with its own forces will be credited, as well as work performed by MBE/FBE/VBE subcontractors or suppliers, consistent with the terms of Section 00 43 39. The presumption in .12(c) above will not attach if the MBE/FBE/VBE is the prime contractor and satisfies the "Work With Own Staff" requirement in Section 00 21 50.
- e) A bidder's efforts to exercise Good Faith Efforts by providing assistance in advance of the bid to a MBE/FBE/VBE firm in making purchases, obtaining bonding, obtaining credit, or providing equipment will not invalidate the commercially useful function of a MBE/FBE/VBE, provided that the MBE/FBE/VBE has otherwise performed a commercially useful function consistent with the terms of Section 00 43 39. Credit will only be given for work performed by, purchases made by, and equipment obtained by the MBE/FBE/VBE, consistent with the terms of Section 00 43 39. A bidder's efforts to assist the MBE/FBE/VBE will not be credited.

**.13 Trucking Company.** To be credited towards MBE/FBE/VBE goals, a trucking company or major construction equipment rental (MCER) must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting MBE/FBE/VBE goals.

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

#### **.14 Materials and Supplies**



- a) Credit towards goals will be given for materials purchased from a MBE/FBE/VBE supplier or manufacturer that is certified as such with BEC/CMS.
- b) For purposes of this section, a manufacturer is a firm that operates and maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described in the specifications.
- c) For the purposes of this section, a supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
  - 1) A supplier must be an established, regular business that engages as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - 2) A person may be a supplier in such bulk items as steel, cement, gravel, stone, petroleum products, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph c if the person both owns and operated distribution equipment for the products. Any supplementing of a supplier's own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
  - 3) Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions are not suppliers within the meaning of this section.

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

**.14 Recertification.** If the contract extends over multiple years, vendor (A/E or Contractor) and its subcontractors will sign and submit to CDB Contracts the required Compliance Form (available in the Reference Library on CDB's website: [www.illinois.gov/cdb](http://www.illinois.gov/cdb)) by April 1 of each subsequent year after the contract is signed. Failure to do so may result in voiding the contract by operation of law or rendering the contract voidable at the option of the State without additional compensation. Violations of certain provisions may also be deemed a civil or criminal offense.

## **00 51 20 ACCEPTANCE AND REJECTION OF BIDS**

- .1 CDB's Rights.** When, in its opinion, it is in the best interest of the state, CDB reserves the right to:
  - A. Accept any bid
  - B. Reject any or all bids
  - C. Waive technical deficiencies and irregularities
  - D. Allow bidder to remedy technical deficiencies or irregularities within a stated time
  - E. Rescind any notice of award if CDB determines the notice of award was issued in error
  - F. Rescind any notice of award when it is in the best interest of the state
  - G. Rebid any contract

## **.2 Bid Rejection.**

A. Bids will be rejected for the following material deficiencies:

- 1) Failure to be prequalified with CDB no later than the close of business the day before the bid opening (Article 00 21 05) or being determined non-responsible after bid opening.
- 2) Submission of a bid late (Paragraph 00 51 10.1).
- 3) Failure to submit bid and/or bid modifications to appropriate bid opening office.
- 4) Submission of a bid in a manner that reveals the bid price prior to the bid opening (example: by fax). (Paragraph 00 42 10.4).
- 5) Use of a bid envelope, which is received by CDB unsealed, or marked in a manner that does not reasonably identify the project and/or contract for which it is intended (Paragraph 00 42 10.3).
- 6) Omission of a base bid price, alternate bid price or unit price (Paragraph 00 42 10.1).
- 7) Submission of a bid price that cannot be determined.
- 8) Deletion of original signatures to the extent that an intent to be bound by the bid is not apparent.
- 9) When CDB does not accept the unit price(s), when those prices are an integral part of the base bid, the bidder shall be rejected.
- 10) Failure to attend a mandatory pre-bid meeting.
- 11) Bids not in substantial conformance with the bidding documents and whose non-conformance is determined to be material and unresponsive.
- 12) Failure to submit Bidder Disclosure(s) form and Certifications with bid, when the bidder is not registered with the Illinois Procurement Gateway (IPG).
- 13) Failure to be registered with the State Board of Elections, prior to bid opening date, when applicable.
- 14) Failure to submit Disclosure of Business Operations with Government of Iran form in accord with 30 ILCS 500/50-36.
- 15) Any other material deficiency specifically identified in the project bid documents.
- 16) For Single Prime Contract Bids (as defined by 30 ILCS 500/30-30(a)): failure to provide names and bid proposal costs for required protected subcontractor trades or providing more than one protected subcontractor for each trade.
- 17) For Single Prime Contract Bids: failure of identified protected subcontractor to be properly prequalified with CDB, licensed and certified, at the time of bidding, to perform the identified trade.

B. Failure to remedy the following technical deficiencies with seven (7) calendar days after the bid opening shall result in rejection of the bid. These technical deficiencies are:

- 1) Failure to use a revised bid form when bid forms have been changed by addenda.
  - 2) Failure to acknowledge an addendum, however adjustment of the bid amount will not be allowed.
  - 3) Failure to provide USDOL Apprenticeship and Training Certification for bidder and all known subcontractors.
  - 4) Failure to submit bidder's Certificate of Registration in an approved apprenticeship and training program.
  - 5) Failure to supply subcontractor and/or supplier names and Taxpayer Identification Numbers as required on Document 00 41 01.
  - 6) Submission of a bid bond not on CDB's form (Paragraphs 00 43 13.1 and 00 43 13.2).
  - 7) Submission of a bid security in a form other than a bid bond, certified check, cashier's check or bank draft (Paragraph 00 43 13.1).
  - 8) Omission of the signature of the officer of the surety or any other required signatures except the signature in Paragraph 00 51 20.2.A.8), submission of those signatures in pencil or submission of a non-original signature.
  - 9) Replacement of a bid security from an unacceptable surety with one from a surety acceptable to CDB (Paragraph 00 43 13.4).
  - 10) Failure to furnish and/or complete the DHR PC-2 form.
  - 11) Failure to submit a signed affidavit stating that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.
  - 12) Failure to submit Certificate of Registration with State Board of Elections in accord with 30 ILCS 500/20-160.
  - 13) Any other technical deficiency specifically identified in the project bid documents.
- C. MBE/FBE/VBE goal compliance deficiencies. Failure to remedy the following deficiencies within ten (10) calendar days after bid opening shall result in rejection of the bid. These deficiencies are:
- 1) When applicable, failure to submit a revised 00 41 05 form, documenting achievement of goals.
  - 2) When applicable, failure to submit documentation acceptable by CDB of good faith efforts to meet minority/female/veteran goals.
- D. CDB at its sole discretion and without conferring any rights on any bidder may waive bid technical deficiencies or irregularities that are not in conformance with the bidding documents but whose non-conformance is non-material or minor.
- E. Submittal of conditions or qualifying statements contrary to CDB's contract terms is not acceptable and, unless rescinded, the bid shall be rejected.

## 00 51 28 MBE/FBE/VBE BUSINESS CERTIFICATION, POST AWARD REQUIREMENTS

- .1 **Post-Award submittal.** See Article 00 51 40. The contract awardee shall submit CDB's MBE/FBE/VBE Subcontractor Supplier Certification form, Document 00665 (available in the Reference Library on CDB's website), for each of the MBE/FBE/VBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as specified on the bid form and in Section 01 11 00 of the project manual. The form must be signed by the MBE/FBE/VBE subcontractor or supplier and shall be submitted to CDB's FEP section.

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

- .2 **Listed Firms.** The 00665 certification form shall be completed and submitted for each MBE/FBE/VBE firm listed on the 00 41 05 bid form.
- .3 **Compliance.** The MBE/FBE/VBE participation goal dollar value is based upon the total contract sum (including awarded alternates). The participation goal percentage amount(s) shall meet or exceed the goal(s) as specified on the bid form (and in Section 01 11 00 of the project manual), or in an approved change/waiver request (refer to Article 00 43 39 herein).
- .4 **Voluntary.** Contractors are encouraged to utilize MBE/FBE/VBE subcontractors/suppliers for those projects that are not designated for MBE/FBE/VBE participation and complete the 00665 certification form for each MBE/FBE/VBE firm. MBE/FBE/VBE subcontractors/suppliers may be added at any time during the project.
- .5 **Subcontracts/Supplier agreements.** Copies of subcontracts or supplier agreements (to correspond with each 00665 form) are required to be submitted within ten (10) days of the Notice of Award.

## 00 51 40 POST AWARD REQUIREMENTS

- .1 **Contractor's Duty to Comply.** The Contractor may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. CDB shall issue Authorization to Proceed upon successful completion of these post award requirements.
- .2 **Submittals.** Within ten (10) calendar days from the date of the notice of award letter, the Contractor shall furnish, on CDB forms, the following:
  - A. Contract executed by the Contractor;
  - B. Performance Bond;
  - C. Labor and Material Payment Bond;
  - D. Certificates of Insurance;
  - E. Builder's Risk Insurance Policy (if applicable);
  - F. MBE/FBE/VBE Subcontractor Supplier Certifications, Form 00665 and MBE/FBE/VBE Subcontractor/Supplier agreements (if applicable);
  - G. Completed substance Abuse Prevention Certification form and Contractor's substance abuse plan (if applicable);
  - H. DHR PC-2 accepted by FEP Technician; and
  - I. Project Labor Agreement signature sheets for the Contractor and known Subcontractors(if applicable).
- .3 **Cancellation of Award.** All post award requirements are mandatory. Noncompliance shall be cause for CDB to cancel the notice of award and make a claim against the bid security.

- .4 **Post Award Extensions.** CDB may extend the time limitations for good cause. No extension shall operate as a waiver of post award requirements, nor shall it extend the contract completion date.
- .5 **Delays.** Any delays to the commencement of the work due to the Contractor's failure to meet the post award requirements shall be the responsibility of the Contractor and its surety. Contractor and its surety shall be responsible for the costs of any such delays.

## **00 71 00 DEFINITIONS**

- .12 **Protected Subcontractors.** For a Single Prime Delivery Method Project, a subcontractor identified for a protected trade on the 00 41 00 Bid Form. The subcontractor shall be prequalified with CDB, be properly licensed and certified (if applicable), and perform the minimum amount of the identified trade with its own forces by furnishing and installing the work on-site.
- .13 **Prime Bidding Contractor (Trade):** For a Single Prime Delivery Method Project, one of the identified protected trades that submits the bid with the intent of entering into the prime construction contract with CDB as the Contractor.

## **00 72 10 TIME**

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

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

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

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

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

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

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

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

- .1 Requirements.** The Contractor shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, in accordance with the Public Construction Bond Act (30 ILCS 550). Each bond shall be in the full amount of the contract on forms provided by CDB and executed by a surety acceptable to CDB.
- .3 Acceptability.** Bonds that meet the requirements of Paragraph 00 73 17.1 shall be acceptable to CDB when issued by a surety that meets all of the following standards:
- A. Has a current financial strength of at least “A-” as rated by A.M. Best Company, Inc., Moody’s Investor Service, Standard & Poor’s Corporation, or similar rating agency (30 ILCS 550/1); and a current Best’s financial class of at least “V”.
  - B. Is duly licensed in the state of Illinois by the Department of Insurance (30 ILCS 550/1) and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

### **00 73 40 LICENSING**

- .1** For Single Prime Delivery Method Projects: When licensure and/or certification is required for an identified trade, the identified protected subcontractors or the Prime Bidder, if self-performing the work, shall be properly licensed and certified at the time of bid to perform the work for the identified trade.

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

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

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

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

- D. Subcontractors (as described in 00 21 50.2C.) who have not obtained a CDB ID number and/or have not submitted the required Disclosures and Certifications may have their payment amounts withheld by CDB in addition to any other remedy provided by this contract or by law. No work can be performed by these subcontractors until the Certifications and Disclosure documents have been reviewed and approved by the State Purchasing Officer.

1. GENERAL

1.1 REQUIREMENTS INCLUDE:

- A. General Contractor: Provide Alternate Bid prices in Bid Form for specified alternate work.
- B. Each Contractor coordinate all related and required work necessary to perform work specified in alternate bids, when accepted and awarded.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Standard Documents for Construction, Article 00 43 23
- B. Bid Forms Document, 00 41 00
- C. Specification Sections: refer to individual Alternate Bid categories listed below in “Description of Alternate Bids”.

2. DESCRIPTION OF ALTERNATE BIDS

2.1 General Contract

- A. Alternate Bid No. G-1: Refinish, repair, restore existing metal exit stairs and landings; scrape, sand, fill, prime, repaint stairs and landings, and maintain exit egress from occupied buildings; for both Somerville and Anderson buildings [(2) sets of stairs at each building, (4) sets of stairs total].
  - 1. Pertinent work specified elsewhere.
    - a. 02 83 19 – Lead-Based Paint Remediation
    - b. 05 50 00 – Metal Fabrication
    - c. 07 90 05 – Joint Sealers
    - d. 09 90 00 – Paintings and Coatings
- B. Alternate Bid No. G-2: Replace-in-kind two (2) ornamental end-column capitals (unique custom ionic style) on the main front portico (porch), including reproduction fabrication, installation, caulking/sealant, and finish painting on both Somerville and Anderson buildings [(2) column capitals at each building, (4) column capitals total]. Repair existing second floor railings at main front portico (porch), modify to meet ADA and building code guardrail heights, and paint. Refinish, repaint, and perform lead-based paint remediation on existing principal façade/portico (porch); including wood pediment, trim, ornament, entablature, column capitals/shaft/base, pilasters, ceiling, soffits, etc., on both Somerville and Anderson buildings.
  - 1. Pertinent work specified elsewhere.
    - a. 02 41 16 – Minor Demolition
    - b. 02 83 19 – Lead-Based Paint Remediation
    - c. 05 50 00 – Metal Fabrications
    - d. 06 10 00 – Carpentry
    - e. 06 66 20 – Manufactured ornaments and Trim – Urethane
    - f. 07 90 05 – Joint Sealers
    - g. 09 90 00 – Paintings and Coatings

END 01 23 00

DIVISION 1 - GENERAL REQUIREMENTS  
**01 32 00 - Construction Schedule**  
Non-CPM Option

1. General

1.1 REQUIREMENTS INCLUDE:

- A. The contractor shall prepare and maintain a detailed project schedule as described below.
- B. The project schedule shall be the contractor's working schedule; used to execute the work and record and report actual progress. It shall show how the contractor plans to complete the work within the contract time and meet any contractually specified intermediate milestone dates.

1.2 RELATED REQUIREMENTS

A. Specified Elsewhere:

- 1. SDC 01 29 00 - Payment
- 2. 01 11 00 - Project Summary
- 3. 01 33 23 - Shop Drawings, Product Data and Samples

1.3 FORM OF SCHEDULE

- A. The project schedule shall be in the form of a bar graph for each task, and each area of work.
- B. The schedule shall provide sufficient detail and clarity so that the contractor can plan and control the work and CDB and the A/E can readily monitor and follow the progress of all portions of the work. The critical activities must be clearly shown. The degree of detail must be satisfactory to the A/E and CDB.

1.4 CONTENTS OF SCHEDULE

- A. The schedule must be inclusive of all installation tasks of the work.
- B. Submittal and approval of shop drawings and material samples as well as delivery dates of major equipment shall be included in the project schedule.
- C. Activity duration shall be in whole working days.
- D. There should be at least one activity for each specification section.

1.5 UPDATING

- A. The project schedule shall be updated monthly.
- B. Actual activity completion dates shall be reported and recorded on the schedule.



- C. Progress on uncompleted activities shall be reported.
- D. Projected completion dates and activities shall be reviewed and revised if necessary.

#### 1.6 REPORTS AND SUBMITTALS

- A. Within 30 days of the Authorization to Proceed, the contractor shall submit the project schedule to the A/E and CDB.
- B. Five (5) days prior to the pay/progress meeting, the contractor shall submit the current updated schedule to the A/E and CDB.
- C. The schedule shall be presented on 11" by 17" sheets. Each sheet shall be clearly titled. Intermediate milestones shall be clearly indicated.
- D. A management narrative report indicating the progress of the work, any revisions since last reporting period, any lost time required to be made up and the contractors' plan to maintain the schedule and meet the milestone dates and contract completion will accompany the updated schedule. The report will identify any potential delays and problem areas and their impact on project completion.

#### 1.7 REVIEWS

- A. The A/E and CDB shall review and may comment on the schedule at the pay/progress meeting. They may also attend the update meetings. The contractor(s) shall revise the schedule as directed by the A/E for compliance with the requirements herein.
- B. Payment and reduction of retainage may be denied by CDB for failure to submit a proper schedule and maintaining work progress according to the project schedule.
- C. Neither the A/E's nor CDB's review and/or comments shall indicate approval/disapproval of the schedule. Since the schedule is dependent on the contractors' proprietary information and commitments, the A/E and CDB can not and will not warrant the schedule to be correct and sufficient to meet the required contract dates.

END 01 32 00.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 33 23 - Shop Drawings, Product Data & Samples**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor make submittals to Architect/Engineer. Architect/Engineer shall maintain a master list of submittals.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:

1. 02 41 16 - Minor Demolition
2. 03 20 00 - Concrete Reinforcement
3. 03 30 00 - Cast-in-Place Concrete
4. 03 73 00 - Concrete Patching and Repair
5. 03 93 00 - Epoxy Injection Repair
6. 04 20 00 - Unit masonry
7. 05 50 00 - Metal Fabrications
8. 06 10 00 - Carpentry
9. 06 66 20 - Manufactured Ornaments and Trim - Urethane
10. 07 19 00 - Water Repellant Penetrant
11. 07 90 05 - Joint Sealers
12. 09 90 00 - Painting and Coatings
13. 26 05 00 - Electrical - General Provisions
14. 31 22 13 - Rough Grading
15. 31 25 00 - Slope Protection and Erosion Control
16. 32 13 13 - Concrete Paving
17. 32 92 19 - Tactile Warning Surfacing
18. 32 02 19 - Seeding and Landscaping

1.3 DEFINITIONS

- A. Shop drawings: Shop drawings are original drawings prepared by Contractor, subcontractor, sub-subcontractor, supplier or distributor, which illustrate some portion of the work, showing fabrication, layout, setting or erection details.

1. Prepared by qualified detailer.
2. Identify details by reference to sheet and detail numbers shown on contract drawings.
3. Maximum sheet size: 11" x 17".
4. Reproductions for submittals: Reproducible Bond.
5. Submit (5) copies.

B. Product data:

1. Manufacturer's standard schematic drawings, edited to fit this project.
2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - a. Clearly mark each copy to identify pertinent materials, products or models.
  - b. Show dimensions and clearances.
  - c. Show wiring diagrams and controls.

C. Samples: Physical samples to illustrate materials, equipment or workmanship. Approved samples establish standards by which complete work is judged. Maintain at site as directed. Protect until no longer needed.

1. Office samples: Of sufficient size to clearly illustrate:
  - a. Functional characteristics of product or material.
  - b. Full range of color samples.
  - c. After review, samples may be used on construction of project.
2. Field samples and mock-ups:
  - a. Erect at project site at location approved by Architect/ Engineer.
  - b. Construct each sample or mock-up complete, including work of all crafts required in finished work.
  - c. Remove as directed.

1.4 SCHEDULE SUBMITTAL

A. Submit schedule of all exhibits to Architect/Engineer within (30) business days after preconstruction meeting

1. Prepare schedule in bar chart format. Include:
  - a. Exhibit identification.
  - b. Specification section and page number.
  - c. Date of submittal to Architect/Engineer.
  - d. Latest date for final approval.
  - e. Fabrication time.
  - f. Date of installation.
2. Architect/Engineer will review and comment on exhibit schedule and will advise the contractor as to which submittals require longer review durations.

Submit number of copies of shop drawings, product data and samples which contractor requires for distribution plus (5) copies which will be retained by Architect/Engineer.

B. Accompany submittals with transmittal letter, in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. The number of shop drawings, product data and samples submitted.
5. Notification of deviations from Contract.
6. Other pertinent data.

C. Submittals shall include:

1. Date and revision dates.
2. Project title and number.
3. Names of:
  - a. Architect/Engineer.
  - b. Subcontractor.
  - c. Sub-subcontractor.
  - d. Supplier.
  - e. Manufacturer.
  - f. Separate detailer when pertinent.
4. Identification of product or material.
5. Relation to adjacent structure or material.
6. Field dimensions, clearly identified as such.
7. Specification section and page number.
8. Specified standards, such as ASTM number or ANSI.
9. A blank space, 3" x 4", for Architect/Engineer's stamp.
10. Identification of previously approved deviation(s) from contract documents.
11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract.
12. Space for Contractor's approval stamp.

## 1.5 RESUBMISSION REQUIREMENTS

A. Resubmit all shop drawings, product data, and samples as requested by the contractor and/or A/E.

## 1.6 RESPONSIBILITIES

A. Review shop drawings, product data and samples prior to submission to the next level of authority.

B. Verify:

1. Field dimensions.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Samples / Mock-up

C. Coordinate each submittal with requirements of:

1. The work.
2. The contract documents.

- D. Contractor's responsibility for errors, omissions or deviation from contract documents in submittals is not relieved by Architect/Engineer's review of submittals.
- E. Prior to submission, notify Architect/Engineer and CDB in writing of all proposed deviations in submittals from contract requirements. Substitution of materials or equipment may only be approved by change order.
- F. Do not begin any work which requires submittals without Architect/Engineer's approval.
- G. After Architect/Engineer's review, make response required by A/E's stamp and distribute copies. Indicate by transmittal that copy of approved data has been delivered to installer.

#### 1.7 ARCHITECT/ENGINEER'S DUTIES

- A. Review submittals within 14 calendar days.
  - 1. Review for:
    - a. Design concept of project.
    - b. Compliance with contract documents.
  - 2. Review all requests for proposed deviations. Obtain CDB's concurrence and respond to Contractor's request.
  - 3. Affix stamp, date and initials or signature certifying to review of submittal, and with instructions for contractor response.
  - 4. Return submittals to sender for response or distribution.

#### 1.8 SUBMITTALS SCHEDULE

- A. General Contractor shall provide submittals for the following sections:
  - 1. 02 41 16 - Minor Demolition
    - a. Demolition and Removal Procedures/Schedule.
  - 2. 03 20 00 – Concrete Reinforcement
    - a. Product Data
    - b. Shop Drawings
    - c. Installation procedures
    - d. Certificate for U.S.A. produced steel
  - 3. 03 30 00 – Cast-in-Place Concrete
    - a. Mix Design
    - b. Concrete Compression Tests
    - c. Concrete Delivery Tickets w/ total water content.

4. 03 73 00 – Concrete Patching and Repair
  - a. Product Data
  - b. Mix Design
  - c. Mock-up Samples
5. 03 93 00 – Epoxy Injection Repair
  - a. Product Data
  - b. Shop Drawings
  - c. Installation Procedures
  - d. Sample
6. 04 20 00 – Unit Masonry
  - a. Product data
  - b. Samples / Mock-up
  - c. Mix Design
7. 05 50 00 – Metal Fabrications
  - a. Product data
  - b. Samples / Mock-up
  - c. Mix Design
8. 06 10 00 - Carpentry
  - a. Product data
  - b. Samples / Mock-up
  - c. Certification
9. 06 66 20 – Manufactured Ornaments and Trim - Urethane
  - a. Product Data
  - b. Shop Drawings
  - c. Installation Procedures
  - d. Mock-up Sample
  - e. Warranty
10. 07 19 00 – Water Repellant Penetrant
  - a. Product Data
  - b. Installation Procedures
  - c. Samples
11. 07 90 05 – Joint Sealers
  - a. Product Data
  - b. Installation Procedures
  - c. Mix Designs
  - d. Samples
  - e. Warranty
12. 09 90 00 - Paintings and Coatings
  - a. Product Data
  - b. Shop Drawings
  - c. Warranty
  - d. Samples

13. 26 05 00 - Electrical
  - a. Product Data
  - b. Shop Drawings
  - c. Warranty
  - d. Samples
14. 31 22 13 – Rough Grading
  - a. Provide on-site location plan for soil stock piling for review and approval by the A/E and Using Agency.
15. 31 25 00 – Slope Protection and Erosion Control
  - a. Proposed “Erosion Control Plan” for review and approval by the A/E.
  - b. Material certification statement from seed vendor for grass and seed mixture, and for fertilizer.
16. 32 13 13 – Concrete Paving
  - a. Listing and specifications for admixtures, curing compounds, and joint fillers.
  - b. Joint patterning drawing for approval by the A/E.
  - c. Concrete Tests
17. 32 17 26 – Tactile Warning Surfacing
  - a. Product Data
  - b. Shop Drawings
  - c. Warranty
  - d. Samples
18. 32 92 19 – Seeding and Landscaping
  - a. Material data
  - b. Material certification statement from seed vendor for grass and seed mixture, and for fertilizer.
  - d. Maintenance data

END 01 33 23

DIVISION 1 - GENERAL REQUIREMENTS  
**01 35 16 - Remodeling Project Procedures**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. Coordinate work of employees and subcontractors.
2. Schedule elements of remodeling and renovation work to expedite completion.
3. Schedule noisy or hazardous work to avoid problems with Using Agency's operations.
4. In addition to demolition, cut, move or remove existing construction to provide access or to allow remodeling and new work to proceed.  
Include:
  - a. Repair or remove hazardous or unsanitary conditions.
  - b. Remove abandoned piping, conduit and wiring.
  - c. Remove unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete.
  - d. Clean surfaces. Remove surface finishes to install new work and finishes.
5. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a neat transition to adjacent new construction.
6. Note or record existing project conditions before beginning work to minimize later disputes.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 32 00 - Construction Schedules.
2. 01 54 00 - Construction Aids
3. 01 73 29 - Cutting & Patching
4. 01 74 13 - Construction Cleaning
5. 01 74 23 - Final Cleaning.

1.3 SEQUENCE AND SCHEDULES

- A. Submit separate detailed sub-schedule for alterations work, coordinated with Construction Schedule. Show:
1. Each stage of work; occupancy dates of areas.
  2. Date of Substantial Completion for each area of alteration work.
  3. Crafts and subcontractors employed in each stage.



#### 1.4 ALTERATIONS, CUTTING AND PROTECTION

- A. Cut finish surfaces such as masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.
- B. Protect existing and new work from weather and temperature extremes.
  - 1. Maintain existing interior work above 60 degrees F.
  - 2. Provide weather protection, waterproofing, heat and humidity control to prevent damage to remaining existing work and to new work.
- C. Provide temporary enclosures specified in 01 54 00, to separate work areas from existing building and from areas occupied by Using Agency, and to provide weather protection.
- D. Items of construction, furnishings and articles having a historic or private value discovered during progress of the work shall remain in the Using Agency's possession and ownership.
  - 1. Promptly notify Architect/Engineer.
  - 2. Protect items from damage from weather and work.
  - 3. Architect/Engineer will promptly transmit CDB's decision for disposition of discovery.
  - 4. Store items to be retained by Using Agency in a safe, dry place on site. Dispose of items which CDB releases.

### 2. PRODUCTS

#### 2.1 MATERIALS FOR PATCHING, EXTENDING AND MATCHING

- A. Ensure that work is complete:
  - 1. Provide same materials or types of construction as that in existing structure, to patch, extend or match existing work.

### 3. EXECUTION

- 3.1 PERFORMANCE. Patch and extend existing work using skilled craftsmen capable of matching existing quality of workmanship. For patched or extended work, provide quality equal to that specified for new work.

#### 3.2 ADJUSTMENTS

- A. Where partitions are removed, patch floors, walls and ceilings with finish materials to match existing as closely as possible.
  - 1. Where removal of partitions results in adjacent spaces becoming one, rework floors and ceilings to provide smooth planes without breaks, steps or bulkheads.
  - 2. Where extreme change of plane of two inches or more occurs, request instructions from Architect/Engineer.

- B. Trim and refinish existing doors to clear new floors.

### 3.3 DAMAGED SURFACES

- A. Patch and replace all portions of existing finished surfaces found to be damaged, lifted, discolored or showing other imperfections, with matching material.
  - 1. Provide adequate support prior to patching the finish.
  - 2. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
  - 3. When existing surface cannot be matched, refinish entire surface to nearest intersections.

### 3.4 TRANSITION FROM EXISTING TO NEW WORK

- A. When new work abuts or finishes flush with existing work, make a smooth transition. Patched work shall match existing adjacent work in texture and appearance as closely as possible.
  - 1. When finished surfaces are cut in such a way that a smooth transition with new work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface.

### 3.5 CLEANING

- A. Perform construction cleaning as specified in 01 74 13.
  - 1. Clean User occupied areas daily.
  - 2. Clean all spillage, overspray or heavy dust collections in User occupied areas immediately.
- B. At completion of work of each craft, clean area and make surfaces ready for work of successive crafts.
- C. At completion of alterations work in each area, provide final cleaning in accord with 01 74 23 and return space to a condition suitable for use of User.

END 01 35 16.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 41 00 - Regulatory Requirements**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor comply with all laws, rules and regulations governing the work.
1. When Contractor observes that contract documents are at variance with specified codes, notify Architect/Engineer in writing immediately. Architect/Engineer will process changes in accord with General Conditions.
  2. When Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Architect/Engineer, Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the contract documents are in accord with such laws, rules and regulations.

1.2 DEFINITIONS & ABBREVIATIONS

A. Definitions:

1. Dates: Reference Codes, Regulations and Standards are the issue current at date of bidding documents unless otherwise specified.
2. Codes: Codes are rules, regulations or statutory requirements of government agencies.
3. Standards: Standards are requirements set by authorities, custom or general consent and established as accepted criteria.

B. Abbreviations:

- |           |  |
|-----------|--|
| 1. ADA    | Americans with Disabilities Act.   |
| 2. ANSI   | American National Standards Institute.                                     |
| 3. ASHRAE | American Society of Heating, Refrigeration and Air Conditioning Engineers. |
| 4. ASTM   | American Society for Testing and Materials.                                |
| 5. CDB    | Capital Development Board.   |
| 6. DHEW   | Department of Health, Education & Welfare (Federal).                       |
| 7. DOJ    | Department of Justice  |
| 8. FED    | Federal Agencies.  |
| 9. FM     | Factory Mutual Engineering Corp.   |
| 10. IDHS  | Illinois Department of Human Services.                                     |
| 11. IDOL  | Illinois Department of Labor.  |
| 12. IDOT  | Illinois Department of Transportation                                      |
| 13. IDPH  | Illinois Department of Public Health.                                      |
| 14. IEPA  | Illinois Environmental Protection Agency.                                  |
| 15. NFPA  | National Fire Protection Association.                                      |
| 16. OSFM  | Office of State Fire Marshal.  |
| 17. SOS   | Secretary of State.  |
| 18. UL    | Underwriters Laboratories, Inc.  |

### 1.3 QUALITY ASSURANCE

- A. Architect/Engineer has designed the project with full knowledge of code requirements and has copies of all specified codes available for Contractor's inspection.
- B. Contractor:
  - 1. Ensure that copies of specified codes and standards are readily available to Contractor's personnel. Copies are available at Contractor's expense from source or publisher.
  - 2. Ensure that Contractor's personnel are familiar with workmanship and installation requirements of specified codes and standards.

### 1.4 REGULATORY REQUIREMENTS

#### A. Source and requirements:

##### 1. CDB:

- a. Illinois Accessibility Code
- b. Illinois Energy Conservation Code

##### 2. FED:

- a. CPSC: Architectural Glazing Materials, as amended 1981. (\*Partially pre-empts Illinois Safety Materials Glazing Act.)
- b. DHEW:
  - 1.) Title V: Handicapped Accessibility.
  - 2.) Title IX: Regulations Prohibiting Sex Discrimination in Education.

##### c. DOJ: ADA Standards for Accessible Design, 2010

##### 3. State of Illinois:

- a. Illinois Steel Products Procurement Act, as amended (30 ILCS 565/1 et seq.).
- b. Illinois Procurement Code, as amended (30 ILCS 500/1 et. seq.)
- c. Illinois Domestic Products Act (30 ILCS 517).

##### 4. IDOL: Safety Glazing Materials Act, as amended, with interpretive statement (430 ILCS 60/1 et seq.).

##### 5. IDOT:

- a. Standard Specification for Road and Bridge Construction, including all supplements, and latest edition.
  - 1.) Change all references to "Engineer" to "Architect/Engineer".
  - 2.) References to "Method of Measurement" and "Basis of Payment" do not apply.

5. IDPH:

- a. Illinois State Plumbing Code.
- b. Food Service Sanitation Code.
- c. Minimum Sanitary Requirements for Design and Operation of Swimming Pools & Bathing Beaches.
- d. Illinois Water Well Pump Installation Code.
- e. Illinois Water Well Construction Code.
- f. Illinois Water Well Construction Code Law.
- g. Private Sewage Disposal Licensing Act and Code.
- h. Rules and Regulations for Recreation Areas.
- i. Rules and Regulations for Youth Camps.
- j. Illinois Asbestos Abatement Act (105 ILCS 105/1 et. seq.).
- k. Rules and Regulations for the Asbestos Abatement Act - Title 77, ch. I, subch. p. Part 855.
- l. Structural Pest Control Act and Code.

6. IDPR: Illinois Roofing Industry Licensing Act, as amended (225 ILCS 335/1 et. seq.).

7. IEPA

- a. Air Pollution Standards.
- b. Noise Pollution Standards.
- c. Water Pollution Standards.
- d. Public Water Supplies.
- e. Solid Waste Standards.
- f. Illinois Recommended Standards for Sewage Work.
- g. Hazardous Waste Crane and Hoisting Equipment Operators Licensing Act, 225 ILCS 220/1 et. seq.
- h. Hazardous Waste Laborers Licensing Act, 225 ILCS 221/1 et. seq.
- h. Toxic Substance Control Act.

8. OSFM:

- a. Liquefied Petroleum Gas Regulating Act (430 ILCS, refer to NFPA 58-2001)
- b. Liquefied Petroleum Gas Container Act (430 ILCS, refer to NFPA 58-2001)
- c. Boiler and Pressure Vessel Safety Act (430 ILCS 75/1 et seq.)
- d. Tactile identification on Certain Elevators (410 ILCS 30/1 et seq.)
- e. Installation of Elevators (430 ILCS 80/1 et seq.)
- f. Illinois Rules and Regulations for Fire Prevention and Safety, NFPA 101-2000 (new construction), NFPA 101-2000 (existing construction) Except Illinois State Board of Education.

9. SOS:

- a. Ramp on All New or Reconstructed Curbs for Persons Using Wheelchairs, (65 ILCS 5/11-80-11).

## 10. BUILDING CODES

- a. International Building Code (IBC), current edition or most recent edition published by the International Conference of Building Officials, International Code Council, 5203 Ceeburg, Pike, Suite 708, Falls Church, VA 22041-3401, 703-931-4533.
- B. The Architect/Engineer or CDB may reference other codes or standards throughout the Project Manual when deemed appropriate for proper compliance with regulatory requirements.

END 01 41 00.

DIVISION 1 - GENERAL REQUIREMENTS  
**Section 01 45 29 – Construction Tests**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor employ and pay for an independent testing laboratory to perform specified services.

1.2 RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 03 30 00 – Cast-in-Place Concrete.
  - 2. 32 13 13 – Concrete Paving.

1.3 QUALIFICATION OF LABORATORY

- A. Meet "Recommended Requirements for Independent Laboratory Qualification", latest edition, published by American Council of Independent Laboratories.
- B. Meet basic requirements of ASTM E329-(\*), "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction".

1.4 LABORATORY DUTIES - LIMITS OF AUTHORITY

- A. Cooperate with Architect/Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Acquaint Architect/Engineer's personnel with testing procedures and with all special conditions encountered at the site.
- C. Perform specified inspections, sampling and testing of materials and construction methods:
  - 1. Comply with specified standards, ASTM, other recognized authorities.
  - 2. Ascertain compliance with contract requirements.
  - 3. Obtain written acknowledgement of each inspection, sampling and test made from contractor whose work is being tested or from his superintendent.
- D. Promptly notify Architect/Engineer and contractor, of irregularities or deficiencies of work which are observed during performance of services.
- E. Promptly submit three (3) copies of reports of inspections and tests to Architect/Engineer including:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory name and address.
  - 4. Name and signature of inspector.

5. Date of inspection and sampling.
  6. Record of temperature and weather.
  7. Date of test.
  8. Identification of product and specification section.
  9. Location of project.
  10. Type of inspection or test.
  11. Observations regarding compliance with contract documents.
- F. Perform additional services ordered by Architect/Engineer.
- G. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on, contract requirements.
  2. Approve or accept any portion of work.
  3. Perform any duties of the Contractor.

END 01 45 29.



DIVISION 1 - GENERAL REQUIREMENTS  
**01 51 50 - Use of Existing Facilities**

1. GENERAL

1.1 The project will be constructed at an occupied facility. These requirements supplement the Standard Documents for Construction and other sections of the Project Manual.

1.2 The Using Agency will occupy all areas for their normal course of activities and operations.

1.3 REQUIREMENTS INCLUDE General Contractor provide:

- A. Scheduling
- B. Security and site regulations
- C. Entrances
- D. Construction aids
- E. Temporary enclosures and barriers
- F. Fences
- G. Construction Cleaning
- H. Storage
- I. Close-out, Restoration of Existing Surfaces

1.4 RELATED REQUIREMENTS

- A. Specified elsewhere:
  - 1. 01 35 16 - Remodeling Project Procedures

2. EXECUTION

2.1 SCHEDULING

A. Schedule the work to allow the User Agency to conduct normal operations with as minimum interruptions as possible. Submit separate detailed sub-schedule showing:

- 1. Each stage of work; occupancy dates of areas.
- 2. Date of Substantial Completion for each area of work.

B. Schedule noisy or hazardous work to avoid problems with Using Agency's operations.

2.2 SECURITY AND SITE REGULATIONS

A. Confer with the Using Agency's representative and obtain full knowledge of all site rules and regulations affecting work.

B. Provide control of all persons and vehicles entering and leaving project site. Reasonable proof of identification and signature to the visitor's log shall be required of the visitors by the contractor's site superintendent.

- C. Do not take photographs of any kind except with prior written authorization from CDB and Using Agency.
- 2.3 ENTRANCES Contractor shall use main entrance to the site or buildings that are not restricted for construction use.
- 2.4 CONSTRUCTION AIDS Except as noted, General Contractor provide and maintain construction aids and equipment for common use and to facilitate execution of the work.
  - A. All stairs in existing building may be used by construction personnel.
  - B. Freight elevator in existing building may be used for construction purposes. Do not use passenger elevator for construction activities or personnel.
- 2.5 TEMPORARY ENCLOSURES AND BARRIERS General Contractor:
  - A. Provide temporary enclosures to separate work areas from existing building and from areas occupied by Using Agency.
  - B. Provide and maintain suitable barriers to prevent unauthorized entry, and to protect the work.
- 2.6 EXISTING BUILDING
  - A. Using Agency will authorize use of existing facilities or services:
    - 1. Electrical power service.
    - 2. Normal lighting.
    - 3. Water service.
    - 4. Toilets.
  - B. Make written arrangements with Using Agency's representative.
  - C. Prevent interference with Using Agency's normal use of system.
  - D. General Contractor shall modify, supplement and extend systems to meet temporary utility requirements for project, subject to approval of Architect/Engineer and Using Agency. Modifications shall be at contractor's expense.
  - E. Using Agency will pay all costs of consumables used for construction purposes for utilities it furnishes.
  - F. Contractor requiring facilities or services beyond those available from the User shall provide and pay for extension or modification of services to perform the work, and for restoration of services at completion of work.

## 2.7 ACCESS ROADS & PARKING AREAS

- A. Existing on-site streets and driveways may be used for construction traffic. Maintain existing condition.
- B. Designated areas of existing parking facilities may be used for parking of construction personnel's private vehicles and of contractor's lightweight (not exceeding a B plate) vehicles.
- C. Maintain roads, walks and parking areas in a sound, clean condition. Restore to original condition upon work completion prior to Final Acceptance.
- D. Control vehicular parking to preclude interference with public traffic or parking, access by emergency vehicles, Using Agency's operations or construction operations.

## 2.8 TRAFFIC REGULATION General Contractor provide traffic control and directional signs, mounted on barricades or standard posts:

- A. At each change of direction of a roadway and at parking areas.

## 2.9 CONSTRUCTION CLEANING

- A. General Contractor provide cleaning and disposal of waste materials, debris and rubbish during construction.
- B. General Contractor provide covered containers for deposit of waste materials, debris and rubbish.
- C. Clean User occupied areas daily.

## 2.10 FIELD OFFICES

- A. General Contractor shall make provisions for temporary office space. The Using Agency will not provide space for a temporary office within the existing facility.
- B. Make arrangements with User Agency's Representative for use of Conference Room for project meetings.

## 2.11 STORAGE Make arrangements with Using Agency's Representative for any on-site storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment is solely contractor's responsibility.

## 2.12 CLOSEOUT

- A. Upon completion of need to use existing user-provided facilities, or when directed by Architect/Engineer, restore each to original or specified condition.
- B. At completion of work in each area, provide final cleaning and return space to a condition suitable for use of User.
- C. Restore lawn areas affected by construction activities

END 01 51 50

DIVISION 1 - GENERAL REQUIREMENTS  
**01 54 00 - Construction Aids**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Provide and maintain construction aids and equipment for common use and to facilitate execution of the work:

1. Chutes.
2. Cranes.
3. Hoists.
4. Platforms.
5. Railings.
6. Ramps.
7. Runways.
8. Stairs.
9. Temporary enclosures, and restoration of existing surface

B. General Contractor: Provide and maintain for his own forces all other construction aids required to complete his work.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 56 00 - Barriers & Enclosures

2. PRODUCTS

2.1 MATERIALS. Materials may be new or used. Comply with specified codes and standards.

2.2 CONSTRUCTION AIDS

A. Stairs in existing building may be used by construction personnel.

1. Protect walls, landings, treads, and risers of existing stairs.

B. Elevator in existing buildings may be used for construction purposes:

1. Protect walls and floor at existing elevator.

2.3 TEMPORARY ENCLOSURES

A. Provide temporary weather-tight enclosure of exterior walls for successive areas of building as work progresses, to provide acceptable working conditions, provide weather protection for materials, allow for effective construction heating, and to prevent entry of unauthorized persons.

1. Provide temporary exterior doors with self-closing hardware and padlocks.
  2. Provide other enclosures, removable, for work and handling of materials.
- B. Provide temporary enclosures to separate work areas from existing areas occupied by Using Agency.
1. Temporary partition and ceiling enclosures.
    - a. Close joints between sheet materials and seal edges and intersections with existing surfaces to prevent penetration of dust, fumes or moisture.
    - b. In locations where fire protection is required, paint both sides of partitions with noncombustible paint.

### 3. EXECUTION

3.1 PREPARATION. Consult with Architect/Engineer, review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and public facilities which may be affected by execution of the work.

#### 3.2 REMOVAL

- A. Remove temporary materials, equipment and services.
1. When construction needs can be met by authorized use of permanent construction or when authorized by the A/E.
- B. Clean and repair damage caused by installation, construction, or use of temporary facilities.
- C. Restore facilities, surfaces, lawn areas, etc., used for temporary purposes to original condition.

END 01 54 00.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 56 00 - Barriers & Enclosures**

1. GENERAL

1.1 Work Includes:

A. Base Bid:

1. General Contractor provide fencing and barriers, as required.
  - a. Semi-permanent Solid Fence Barrier:
    - 1.) Plywood: Exterior type CC face plies, thickness appropriate to framing requirements.
    - 2.) Framing: 2 in. x 4 in. rails; 4 in x 4 in. (nominal dimensions) treated wood posts.
  - b. Temporary Construction fencing, as required.
    - 1.) Vinyl construction fencing or open mesh fence (orange color).
2. Maintain fences and barriers during entire construction period. Relocate as construction progresses.

End 01 56 00

DIVISION 1 - GENERAL REQUIREMENTS  
**01 66 00 - Storage & Protection**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor make arrangements with Using Agency's Representative for storage of materials and equipment to be installed in project. Protection and security for stored materials and equipment, on and off site is solely contractor's responsibility.
- B. Work includes: General Contractor provide and maintain:
  - 1. Storage for materials and equipment to be installed in Project.
  - 2. Protection and security for stored materials and equipment, on and off site.

1.2 OFF-SITE AUTHORIZATION

- A. Payment for materials/equipment stored off-site will be permitted only on CDB's prior written authorization, per Standard Documents for Construction.

2. PRODUCTS

2.1 PROTECTIVE MATERIALS

- A. For duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions.

3. EXECUTION

3.1 LOCATION

- A. Where shown on drawings, or where authorized by Using Agency.
- B. General Contractor will resolve conflicts in storage requirements of all contractors.

3.2 PREPARATION.

- A. Fill and grade sites for temporary storage sheds to provide drainage, if required.

3.3 INSTALLATION

- A. Construct storage sheds on adequate foundations, with connections for utilities.
  - 1. Raise portable buildings, when used.
  - 2. Provide steps, landings or ramps at entrances, when used.



- B. Mount fire extinguishers in prominent locations with clear access to use.
- C. Mount identifying signs adjacent to entrance doors, in conspicuous locations.

#### 3.4 MAINTENANCE AND CLEANING

- A. Provide continuous maintenance for all temporary structures.

#### 3.5 REMOVAL

- A. When Project is substantially completed and upon CDB's prior written authorization, move stored materials or equipment into designated areas of building(s). Remove temporary structures. Coordinate with Using Agency on-site representative(s) and with document 01 11 00.
- B. Remove debris and clean area.

END 01 66 00

DIVISION 1 - GENERAL REQUIREMENTS  
**01 73 29 - Cutting & Patching**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. Execute cutting, filling or patching of work to:
  - a. Install specified work.
  - b. Remove samples of installed work specified for testing.
  - c. Remove and replace defective work.
2. In addition, upon written instructions of Architect/Engineer or CDB:
  - a. Uncover work to provide for observation of covered work.
  - b. Remove samples of installed materials for testing.
  - c. Remove work to provide for alteration of existing work.
3. Do not cut or alter work of another contractor without written consent of Architect/Engineer.

1.2 RELATED REQUIREMENTS

A. Specified Elsewhere:

1. Section 06 10 00 – Carpentry
  2. Section 07 90 05 - Joint Sealers
- 

1.3 SUBMITTALS

A. Prior to cutting which affects structural members or work of another contractor, submit written notice to Architect/Engineer requesting consent to proceed with cutting, including:

1. Project identification.
2. Description of affected work.
3. Necessity for cutting.
4. Effect on other work, on structural integrity of project.
5. Description of proposed work. Designate:
  - a. Scope of cutting and patching.
  - b. General Contractor Crafts to execute the work.
  - c. Products proposed to be used.
  - d. Extent of refinishing.
6. Alternatives to cutting and patching.
7. Designation of party responsible for cost of cutting and patching.

B. Prior to cutting and patching done on instruction of Architect/ Engineer, submit cost estimate.

C. When conditions of work, or schedule, indicate change of materials or methods, submit recommendation to Architect/Engineer, including:

1. Condition indicating change.
2. Recommendation for alternative materials or methods.
3. Submittals specified for substitutions.

D. Submit written notice to Architect/Engineer, designating time work will be uncovered, to provide for observation.

#### 1.4 PAYMENT FOR COSTS

A. Costs caused by ill-timed or defective work, or work not conforming to contract documents, including costs for additional services of Architect/Engineer: Party responsible for ill-timed, rejected or non-conforming work.

B. Work done on instructions of Architect/Engineer (by change order), other than defective or non-conforming work: CDB.

### 2. PRODUCTS

2.1 MATERIALS. For replacement of work removed: Comply with specifications for type of work to be performed.

### 3. EXECUTION

#### 3.1 INSPECTION

A. Inspect existing conditions of work, including elements subject to movement or damage during:

1. Cutting and patching.

B. After uncovering work, inspect conditions affecting installation of new products.

#### 3.2 PREPARATION

A Prior to cutting:

1. Provide shoring, bracing and support to maintain structural integrity of project.
2. Provide protection for other portions of the project.
3. Provide protection from elements.

### 3.3 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- B. Restore work which has been cut or removed; install new products to provide completed work in accord with contract documents.
- C. Refinish entire surfaces to provide an even finish.
  - 1. Continuous surfaces: To nearest intersection(s).
  - 2. Assembly: Entire refinishing.

END 01 73 29.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 74 13 - Construction Cleaning**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Supervise, and coordinate, and perform cleaning operations.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 35 16 - Remodeling Project Procedures.

2. PRODUCTS

2.1 None

3. EXECUTION

3.1 CLEANING

A. General Contractor restrooms, coordinate, and supervise cleaning operations.

3.2 DISPOSAL

Dispose of all construction waste: haul off-site for depositing in an approved landfill.

END 01 74 13.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 74 23 - Final Cleaning**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor: Provide final cleaning:

1. At completion of work, or at such other times as directed by the A/E, remove all waste, debris, rubbish, tools, equipment, machinery and surplus materials. Clean all sight exposed surfaces affected by the contract work; leave work clean and ready for occupancy.
2. Supervise and coordinate the cleaning operations.
3. At project completion, leave project clean, ready for occupancy.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 74 13 - Construction Cleaning

2. PRODUCTS

- 2.1 None

3. EXECUTION

3.1 FINAL CLEANING

- A. Employ experienced workmen for final cleaning.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, protection and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to specified finish.
1. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces to ensure performance.
- C. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- D. General Contractor soft broom clean all exposed concrete surfaces clean; other paved areas with soft or stiff broom as directed. Rake clean other surfaces on grounds.
- E. General Contractor sweep and mop clean all resilient flooring.
- F. General Contractor vacuum clean all carpet.
- G. General Contractor maintain finally cleaned areas until project, or designated portion thereof, is accepted by CDB.

END 01 74 23.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 78 23 - Operating & Maintenance Data**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

- A. General Contractor provide Operating and Maintenance Data in accordance with Article 01 78 23 of the Standard Documents for Construction and the Project Manual.
- B. General Contractor provide two (2) copies of O&M manuals as specified in the Standard Documents for Construction.

2. REQUIRED SUBMITTALS

2.1 General Contractor provide:

A. Section 05 50 00 – Metal Fabrications

- 1. Product data
- 2. As-installed color coding charts and diagrams
- 3. Manufacturer's instructions for maintenance, and service and care
- 4. Shop drawings

B. Section 06 66 20 – Manufactured Ornaments and Trim

- 1. Product data
- 2. As-installed color coding charts and diagrams
- 3. Manufacturer's instructions for maintenance, and service and care
- 4. Shop drawings

B. Section 07 90 05 – Joint Sealers

- 1. Product data
- 2. As-installed color coding charts and diagrams
- 3. Manufacturer's instructions for maintenance, and service and care
- 4. Shop drawings
- 5. Warranties & bonds
- 6. Overall system records for use by operations and maintenance personnel

C. Section 09 90 00 - Paints and Coating

- 1. Product data
- 2. As-installed color coding charts and diagrams
- 3. Manufacturer's instructions for maintenance, and service and care
- 4. Shop drawings
- 5. Warranties & bonds
- 6. Overall system diagrams for use by operations and maintenance personnel

D Section 26 05 00 – Electrical General Provisions

1. Product data
2. As-installed color coding charts and diagrams
3. Manufacturer's instructions for maintenance, and service and care
4. Shop drawings
5. Warranties & bonds
6. Overall system diagrams for use by operations and maintenance personnel.

E. Section 32 17 26 – Tactile Warning Surfacing

1. Product data
2. As-installed color coding charts and diagrams
3. Manufacturer's instructions for maintenance, and service and care
4. Shop drawings
5. Warranties & bonds
6. Records for use by operations and maintenance personnel.

END 01 78 23.



DIVISION 1 - GENERAL REQUIREMENTS  
**01 78 36 - Extended Warranties & Bonds**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. General Contractor shall warrant their work in accordance with the Standard Documents for Construction. In addition, the following extended Warranties and Bonds shall be provided as specified.

1.2 SUBMITTALS REQUIRED

- A. Assemble warranties and bonds, properly executed by each of the respective manufacturers, suppliers, contractors, and subcontractors.
- B. Submit one original signed copy of each item.
- C. Prepare a single packet
- D. Format 8½" x 11", Fold larger sheets to fit. Identify each packet with typed title on the cover reading 'WARRANTIES AND BONDS', and the following:
  1. CDB Project Number
  2. Contractor's Name
  3. Contract and Contract Number

1.3 EXTENDED WARRANTIES AND BONDS

A. General Contractor Provide:

1. Section 04 20 00 – Unit Masonry
  - a. 5 years
1. Section 07 90 05 – Joint Sealers
  - a. 10 years
2. Section 26 05 00 – Electrical General Provisions
  - a. LED light fixture drivers – 5 years
3. Section 31 25 00 – Slope Preparation and Erosion Control
  - a. 2 years
4. Section 32 17 26 – Tactile Warning Surfacing
  - a. 5 years
5. Section 32 92 19 – Seeding and Landscaping
  - a. 2 years

END 01 78 36.

DIVISION 1 - GENERAL REQUIREMENTS  
**01 78 39 - Project Record Documents**

1. GENERAL

1.1 REQUIREMENTS INCLUDE

A. General Contractor:

1. At project site, maintain one record copy of:
  - a. Contract drawings, including separate volume(s) of details.
  - b. Project Manual.
  - c. Interpretations and supplemental instructions.
  - d. Addenda.
  - e. Reviewed, approved shop drawings and product data.
  - f. Other modifications to contract.
  - g. Field test records.
  - h. All schedules.
  - i. Correspondence file.
2. Store documents with Construction Foreman, on-site documents used for field construction.
3. File documents in format in accord with Project Manual Table of Contents.
4. Maintain documents in clean, dry, legible condition.
5. Do not use record documents for field construction purposes.
6. Make documents available at all times for inspection by Architect/Engineer and CDB.

1.2 RELATED REQUIREMENTS

A. Specified elsewhere:

1. 01 33 23 - Shop Drawings, Product Data & Samples.
2. 01 78 23 - Operating & Maintenance Data.
3. 01 78 36 - Warranties & Bonds.

1.3 RECORDING

- A. Label each document "PROJECT RECORD DOCUMENTS" in 2" high printed letters.
- B. Keep record documents current.
- C. Do not permanently conceal any work until specified information has been recorded.

D. Contract drawings: Legibly mark to record actual construction:

1. Field changes of dimension and detail.
2. Changes made by change order.
3. Details not on original contract drawings.

E. Specifications and addenda: Legibly mark up each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by change order or field order.
3. Other matters not originally specified.

F. Shop drawings: Maintain as record documents; legibly annotate drawings to record changes made after review.

G. A/E will periodically review documents to confirm they are up-to-date. Contractor payment may be withheld or reduced if record documents are not current.

#### 1.4 SUBMITTAL

A. At completion of project, deliver record documents to A/E.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date.
2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Certification that each document submitted is complete and accurate.
6. Signature of contractor, or his authorized representative.

END 01 78 39.