

EXAMPLE DIVISION 00 SPECIFICATIONS ONLY!

**EACH PROJECT WILL BE MODIFIED ACCORDING TO THE NEEDS OF THE UNIVERSITY SYSTEM.
THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES PRIOR TO OFFICIAL BID/AWARD
DOCUMENT RELEASE**

THE BIDDING AND CONTRACT PROVISIONS

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THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 10 00 - NOTICE TO BIDDERS
(Standard Single Contract Set)
NOTICE TO BIDDERS

The Board of Trustees of the University of Illinois, hereinafter referred to as the "Owner," furnishes the following information and special instruction to prospective bidders desiring to submit bids for the work on the following project:

1.0 PROJECT INFORMATION

1.1 Project Name. PAC Stair Railing Repair

1.2 Project Number. S15061

1.3 Project Description.

Repair stair railings in Public Affair Center. Work to include but not limited to the selective demolition of existing interior stair railings and flooring, repair of existing railings and the installation of new stair railings and flooring at stair locations throughout the building.

Refer to Division 01 of the technical specifications for a complete, detailed breakdown of the base bids and alternates for this project.

1.4 Project Location.

Public Affairs Center (PAC) 2200 Ernest Hemingway Drive Springfield, IL 62703

1.5 Contract Documents Prepared By:

FWAI Architects Inc.
1 Nw Old Capitol Plaza
Springfield, IL 62701

hereinafter referred to as the Professional Services Consultant.

2.0 SPECIAL INSTRUCTIONS TO BIDDERS

The following bidding instructions are a component part of each bid wherein they are applicable.

2.1 Submission and Receipt of Bids.

2.1.A Contract Divisions of the Project. The Owner will receive separate sealed bids for the following contract divisions of the project:

01 - General Work

2.1.B Delivery. Submit bids on forms furnished by the Owner.

Deliver all bids to:

IF MAILED:

The Board of Trustees of the University of Illinois
Attn: Director of Construction
One University Plaza MS BSB 43
Springfield, IL 62703-5407

IF HAND DELIVERED:

Director of Construction, University of Illinois Springfield
One University Plaza
Business Services Building, Room 41
Springfield, IL 62703-5407

2.1.B.1 Bids will be received up to the hour of 9:00 A.M., prevailing time, on 10/18/16.

2.1.C Bid Opening. Immediately after the closing time for receiving bids, they will be opened, publicly read, and tabulated in Business Services Building (BSB) 2420 Theodore Dreiser Lane, RM 81 Springfield, IL 62703.

2.2 Bid Documents.

2.2.A Bid Documents. The bid documents include, but are not limited to, the Notice to Bidders, bid forms, the project manual (including supplementary conditions, list of drawings, schedules and tables, details, and specifications), drawings, and addenda.

2.2.B Procurement. Bid documents may be obtained from: Springfield Reprographics 1620 S. 5th Street, Springfield, IL 62703 PH: 217-523-4632 www.springfieldrepro.com Contractors may purchase paper or electronic bid documents directly from Springfield Reprographics. The Professional Service Consultant will make available a set of bid documents for reference purposes only at their office location of: 1 NW Old Capitol Plaza, Springfield, IL 62701

2.2.C Return. If applicable, the above deposit will be refunded upon the return of the bid documents in good condition within ten (10) days after bid opening date. The bid documents shall remain the property of the Owner. They shall not be returned with the bids, but shall be returned under separate cover to the Professional Services Consultant's office.

2.2.D Reference Sets. For the convenience of bidders, the project manual, drawings, and all addenda will be available for electronic viewing at no cost to potential bidders. Complete sets of printed documents will also be on file for reference at:

Springfield Reprographics 1620 S. 5th Street Springfield, IL 62703 PH: 217-523-4632

2.3 Examining the Site. Arrangements to visit and examine the site in accordance with Document 00 20 00-General Instructions to Bidders may be made by contacting Chuck Coderko, phone 217-206-7375.

2.4 Annual Prequalification. Each bidder is required to be prequalified on an annual basis with the Owner in accordance with Document 00 20 00-General Instructions to Bidders.

2.5 Prebid Conference. A prebid conference for all parties interested in bidding the project will be held in Business Services Building (BSB) 2420 Theodore Dreiser Lane, RM 81 Springfield, IL 62703 at 9:00 A.M. on 10/04/16.

Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are urged to attend.

2.6 IDOL Schedule of Current Prevailing Wage Rates. Pursuant to the Prevailing Wage Act, the most current schedule of prevailing wage rates for all crafts (which includes the hourly basic wages, the hourly overtime rates, and the hourly fringe rates for health and welfare, insurance, vacation, and pension benefits) published by the Illinois Department of Labor for the locality in which the work is to be performed, that was available to the Owner at the time the documents were issued for bidding, is attached at the end of Document 00 90 00 and incorporated herein. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract.

The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

2.7 Builder's Risk/Property Insurance.

2.7.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by Division 01 - General Work for the entire Project as determined by the Owner. Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project valued at \$0.00 ! shall be included in this Builders Risk Insurance coverage.

2.7.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance is not required for this Project.

2.8 Vendor Registration. The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at:

<https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

2.9 Business Enterprise for Minorities, Females, and Persons with Disabilities Act.

2.9.A This project has goals for participation by minority and female owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. Only MBE/FBE/FMB firms certified with the Illinois Department of Central Management Services (CMS) are acceptable. Printed proof of current and valid CMS MBE/FBE/FMB certification should be provided with the bid for each identified MBE/FBE/FMB vendor. A print version of the vendor's CMS Business Enterprise Program (BEP) Vendor Directory results is the printed proof of the CMS MBE/FBE/FMB certification. This document includes the vendor name, address, ethnicity, county, contact information, certification, renewal date and expiration date.

The IL CMS BEP Vendor Directory can be found at

<https://cms.diversitycompliance.com/>

NOTE: MBE/FBE goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the MBE/FBE owned firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form document 00 40 00. The MBE/FBE goals for this project are as follows ("N/A" in "Combined Goal" column means split goals are in effect and "N/A" in "Split Goals" column means combined goals are in effect for each specific division of work):

Division of Work	Combined Goal(s)	Split Goals	
	MBE/FBE	MBE	FBE
01 - General Work	15	N/A	N/A

If the MBE/FBE goals are not met, the Bidder shall submit within ten (10) calendar days after the bid opening documentation of its good faith efforts to achieve the MBE/FBE goals (See General Instructions to Bidders, Document 00 20 00). Failure to submit such documentation, or to use good faith efforts, shall result in rejection of the bid.

- 2.9.B Goal Credit. Only those vendors who are certified by the Illinois Department of Central Management Services as of the last day of the bid opening Cure Period will be considered in determining whether the vendor meets the participation goal.
- 2.9.C MBE/FBE Participation Cure Period. If the Bidders fail to meet the MBE/FBE participation goal at the time of bid submittal, they are granted a cure period of ten (10) calendar days to meet the goal. The cure period shall run concurrently with the Good Faith Effort Period.
- 2.9.D Bidders may request assistance in locating MBE/FBE businesses from the Office of Procurement Diversity at (312) 996-2971.
- 2.9.E Once the contract is awarded, the awarded contractor is required to submit, in accordance with General Instructions document 00 20 00 a completed Attachment A - MBE/FBE Subcontractor/Supplier Certification Form of the Notice of Intent to Award or Notice of Award letter for each of the MBE/FBE subcontractors/suppliers utilized to meet the goals.
- 2.9.F The MBE/FBE business named and the subcontract dollar amount on the two forms (Attachment B - Minority/Female Business Enterprise Program Requirements of bid form document 00 40 00 and Attachment A - MBE/FBE Subcontractor/Supplier Certification Form of the Notice of Intent to Award or Notice of Award letter) must match.

END OF DOCUMENT 00 10 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 20 00 - GENERAL INSTRUCTIONS TO BIDDERS
(Standard Multiple and Single Contract Sets)

GENERAL INSTRUCTIONS TO BIDDERS

The following bidding instructions are a component part of each bid wherein they are applicable:

1.0 EXAMINATION OF THE BIDDING INSTRUCTIONS AND CONTRACT DOCUMENTS

The Bidder shall read and thoroughly examine and will be held to have thoroughly read and examined all of the bidding instructions and the Contract Documents (defined in Article 2 of the General Conditions), including but not limited to the drawings, the General Conditions, and all of the specifications which may in any manner affect the Work under this contract prior to submitting a bid. Failure of the Bidder to become fully acquainted with the bidding instructions and Contract Documents or the amount of Work involved in this contract will not be considered subsequently as a basis for additional compensation.

2.0 EXAMINATION OF THE SITE

2.1 Site Visit. The Bidder, before submitting a bid for this Work, shall visit and carefully examine the site of the Work in order to have full knowledge of, and to fully understand and appreciate, the facilities, difficulties, and restrictions attending the performance of the contract for which a bid is submitted. The Bidder shall take all required measurements and carefully inspect all existing conditions, constructions, irregularities, and interferences which may affect the Work under this contract.

2.2 Adjoining Work. Where the Work includes alterations or new Work connecting with existing construction, the Bidder shall determine all alterations and patching which will be required in existing construction to permit the completion of all new Work indicated in general detail to accomplish the ultimate results required by the Contract Documents.

2.3 Conditions Affecting the Cost of the Work. No additional compensation will subsequently be allowed for site conditions affecting the Bidder's cost which could have been discovered, known to, or appreciated by the Bidder during the site examination required prior to the submission of a bid, unless such conditions are determined by the Professional Services Consultant to have been unforeseeable or undiscoverable by the Bidder pursuant to paragraph 14.4 (titled "Claims for Concealed or Unknown Conditions") of the General Conditions.

3.0 INTERPRETATION OF THE CONTRACT DOCUMENTS

3.1 Discrepancies and Omissions. In the event that any discrepancies or omissions (either within the bidding and Contract Documents or between the documents and the conditions of the site) are discovered before the bids are submitted, the Bidder shall immediately report them to the Professional Services Consultant for a decision, and the Professional Services Consultant will instruct all Bidders by an addendum to the Contract Documents.

3.2 Contract Document Interpretation. Interpretation of the Contract Documents, prior to the bid opening date, will be made only by addenda duly issued by the Professional Services Consultant. Any explanations or interpretations not so made will not be binding upon the Professional Services Consultant or the Owner. The Bidder shall acknowledge the receipt of addenda in the bid.

4.0 BIDDER'S QUALIFICATIONS

4.1 Statutory Requirements. In order to sell to or contract with The Board of Trustees of the University of Illinois, the Bidder must comply with the requirements of the Illinois

Procurement Code and the Procurement Rules of the Chief Procurement Office for Public Institutions of Higher Education.

- 4.2 Annual Prequalification. The Bidder shall prequalify in accordance with the instructions contained herein. All Bidders shall be prequalified with the Owner. New Bidders that are not prequalified shall prequalify with the Owner using the Owner's web-based Contractor Annual Prequalification System (CAPS). The Bidder shall follow the instructions contained in the CAPS and submit to the Owner 14 days before bidding a University of Illinois project. The application may take 14 days to process after a complete and accurate application is received by the University of Illinois Campus Construction Unit. The following information is required in the Annual Prequalification Statement:
- 4.2.A Federal Taxpayer Identification Number (Section 1). Enter the Bidder's Federal Taxpayer Identification Number (FTIN). Individuals and sole proprietors should enter their Social Security Number (SSN). All other business entities should enter their Federal Employer Identification Number (FEIN).
- 4.2.B Illinois Department of Human Rights Number (Section 2). Enter the Bidder's Illinois Department of Human Rights (IDHR) number. The Bidder must be prequalified for equal employment opportunity purposes by the Illinois Department of Human Rights, Compliance Division, Public Contracts Section, State of Illinois Building, 100 West Randolph Street, Chicago, Illinois 60601 (telephone 312-814-2431/2).
- 4.2.C Illinois Central Management Services Certified Business Enterprise (Section 3). Identify if the Bidder is a Minority, Female, or Persons with Disabilities Business Enterprise as defined in Section 2 of the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, as amended (30 ILCS 575/0.01 et. seq.). If so, provide additional information relating to minority or female, the applicable minority category, and the Bidder's certification status with the Illinois Department of Central Management Services (CMS). Additionally, identify if Bidder is a Veteran Owned Small Business or a Service Disabled Veteran Owned Small Business, as defined in the Illinois Procurement Code as amended (30 ILCS 500/45-57).

The following definitions apply:

- 4.2.C.1 Minority means a person who is a citizen or lawful permanent resident of the United States who is:
- 4.2.C.1.1 Black/African American (a person having origins in any of the black racial groups in Africa);
- 4.2.C.1.2 Hispanic American (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);
- 4.2.C.1.3 Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or
- 4.2.C.1.4 Native American or Alaskan Native (a person having origins in any of the original peoples of North America).
- 4.2.C.2 Female means a person who is a citizen or lawful permanent resident of the United States who is of the female gender.
- 4.2.C.3 Minority-Owned Business (MBE) means a business concern which is at least 51 percent owned by one or more minority persons, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more minority persons; and the management and daily

business operations of which are controlled by one or more of the minority individuals who own it.

- 4.2.C.4 Female-Owned Business (FBE) means a business concern which is at least 51 percent owned by one or more females, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.
- 4.2.C.5 Female Minority Owned Business (FMB) means a business concern which is at least 51 percent owned by one or more female minorities, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more female minority; and the management and daily business operations of which are controlled by one or more of the female minority who own it. All FMB firms are considered to be within either "MBE" or "FBE" categories. For purposes of University of Illinois Contract Documents, FMB firms will be included in "MBE/FBE" References.
- 4.2.C.6 Person with Disability Owned Business (PBE) means a business concern that is at least 51% owned by one or more persons with a disability and the management and daily business operations of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability".
- 4.2.C.7 Service-Disabled Veteran-Owned Small Business (SDVOSB) means a small business (i) that is at least 51% owned by one or more qualified service-disabled veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified service-disabled veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Department of Central Management Services.
- 4.2.C.8 Veteran Owned Small Business (VOSB) means a small business (i) that is at least 51% owned by one or more qualified veterans living in Illinois or, in the case of a corporation, at least 51% of the stock of which is owned by one or more qualified veterans living in Illinois; (ii) that has its home office in Illinois; and (iii) for which items (i) and (ii) are factually verified annually by the Department of Central Management Services.
- 4.2.D Business Organization (Section 4). Provide information indicating whether the Bidder's business organization is a sole proprietorship, partnership, or corporation and provide the additional information requested for the applicable type of business organization. For corporations, the term "registered agent" refers to the contact person identified in the corporation's annual report filed with the Illinois Secretary of State.
- 4.2.E Key Personnel, Business, and Financial Information (Sections 5). Provide historical information, business volume, financial references, and the number of managerial and supervisory personnel employed by the Bidder.
- 4.2.F Disclosures and General Questions (Section 6). Answer all questions in this Section. The questions relate to the Bidder's eligibility to enter into a contract with The Board of Trustees of the University of Illinois and to the statutory

requirements, which may affect the Bidder's ability to perform all contractual responsibilities.

- 4.2.G Performance Bond and Payment Bond (Section 7). Identify the Bidder's surety, its surety's A.M. Best Co. Rating, and local agent. The Bidder's surety shall have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies. The Bidder's surety shall also be licensed to write surety bonds in the State of Illinois and shall be listed on the United States' Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall have an underwriting limitation in an amount not less than the amount bid by Bidder including all alternates, if any.
- 4.2.H Summary of Work Experience (Section 8). Provide a resume of the Bidder's experience in similar projects, including a list of the following:
- 4.2.H.1 Similar contracts completed within the last five years.
 - 4.2.H.2 Contracts currently under construction.
 - 4.2.H.3 Contracts upon which the Bidder is negotiating a contract or is the apparent low Bidder even though no contract has yet been awarded.

The Bidder shall list all public works contracts performed within the last two years or the four most recent public works contracts performed, whichever is fewer. The Bidder shall provide information in sufficient detail to enable the Owner to evaluate the Bidder's capacity and experience to provide project coordination on University of Illinois projects (including assigned contracts) and to ensure the completion of projects within the time specified.

Note: The Owner reserves the right to require from the Bidder a detailed statement regarding the business and technical organization and the physical facilities and equipment of the Bidder that is available for the Work that is contemplated, information pertaining to financial resources and experience of personnel, and any additional information or documentation necessary to satisfy the Owner that the Bidder is equipped and prepared to finance and perform the Work.

- 4.3 Application for Renewal. A prequalification renewal will be sent to Bidders approximately 45 days before the expiration of current prequalification. Bidders who do not receive a prequalification renewal are responsible for obtaining one at least 30 days prior to expiration. When all information is complete and satisfactory, processing may take up to 14 days. When any information is incomplete or unsatisfactory, a longer processing time will be required. Bidders will be notified when information is incomplete or unsatisfactory. Unless otherwise specified in writing by the Owner, the term of prequalification is one year. When prequalification is granted, the bidder will be notified in writing of the expiration date. The Owner may grant a shorter term of prequalification when a determination is made by the Owner that a shorter period is justified. The Owner, in its discretion, may grant a longer period of prequalification when deemed appropriate.
- 4.4 Project-Specific Prequalification. The Project-Specific Prequalification Statement shall be submitted to the Owner as soon as possible but in any event not later than the date and time stipulated in the Notice to Bidders. The Project-Specific Prequalification Statement shall be submitted on the forms included with the bid documents and in an envelope marked "Project-Specific Prequalification." Failure to submit the required information by the project-specific prequalification deadline and failure to meet the project-specific prequalification requirements may result in the bid being returned unopened. Project-specific information required by the Owner shall be stated in Document 00 46 00 – Project-Specific Prequalification Form.

Note: The Owner reserves the right to require from the Bidder, prior to the bid opening, a detailed statement regarding the business and technical organization and the physical facilities and equipment of the Bidder that is available for the Work that is contemplated, information pertaining to financial resources and experience of personnel, and any additional information or documentation necessary to satisfy the Owner that the Bidder is equipped and prepared to finance and perform the Work.

4.5 Owner's Evaluation. The Owner shall evaluate the information provided in the Annual Prequalification Statement and Project-Specific Prequalification Statement. The Bidder's performance on previous projects at the University of Illinois and other available evidence will be used to determine, prior to the opening of bids, whether the Bidder has satisfactorily prequalified to submit a bid for the project. The Owner shall perform all such evaluations in compliance with applicable State and Federal law which define and prohibit unlawful discrimination. Unsatisfactory performance on previous projects may be sufficient cause for disqualifying a Bidder. Any Bidder who is determined to be unqualified on the basis of data submitted and/or investigation completed will be notified at or prior to the bid opening, and any bid submitted will be returned unopened. Prequalification by a Bidder shall not, however, constitute a final determination by the Owner of the qualifications and responsibility of the Bidder. The Owner reserves the right to re-evaluate the Bidder's qualifications and responsibility and to request additional information and substantiation at any time prior to the award of contract.

4.6 Actions Affecting Prequalification. The Owner may, at any time, consider whether action should be taken concerning a Bidder's prequalification. Actions that may be taken by the Owner include, but are not limited to, one or more of the following: modification or limitation of a Bidder's ability to bid; suspension of a Bidder's prequalification; debarment of a Bidder.

5.0 COMPLIANCE WITH LABOR AND EMPLOYMENT LAWS AND REGULATIONS

The successful Bidder will be required to pay the prevailing wages and benefits identified therein, to utilize nondiscriminatory and affirmative action hiring practices, and to comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority which are applicable to the Work or to the Project.

6.0 BID PREPARATION AND SUBMISSION

6.1 Preparation. The bid shall be submitted on the form furnished, which shall be used for all contract divisions of the Project. The Bidder shall not make changes in the bid form or bid bond form supplied with the bidding documents. All relevant blanks completed on the bid form shall be typewritten or handwritten in indelible ink. Bidders shall indicate the contract divisions of the Project upon which they are submitting their bid and shall fill in the proper spaces for base bid and alternates for those contract divisions. Where alternates and/or unit prices are required, Bidders shall fill in each alternate and/or unit price applicable to their contract division. Bidder certifies that a signed copy of Certifications and Statutes Requirements form and the Financial Disclosures and Conflicts of Interest form shall be submitted along with the Bid. Copies of these forms can be found at:

<https://www.uocpres.uillinois.edu/contractors/contracts>

6.2 Minority and Female Business Enterprise Participation.

Each Bidder shall name the MBE/FBE owned firms it intends to use to meet the specified goals set for this project on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form document 00 40 00. The MBE/FBE goals for this project are as follows (N/A in Combined Goal(s) means Split Goals are in effect, and N/A in Split Goals means Combined Goal(s) is in effect for each specified Division of Work):

Division of Work	Combined Goal(S)	Split Goals	
	MBE/FBE	MBE	FBE

Good Faith Effort Period.

Bidders shall submit within ten (10) calendar days after the bid opening, documentation of their good faith efforts to achieve the MBE/FBE goals if the goals are not met. Failure to submit such documentation, or to use good faith efforts, shall result in rejection of the bid.

MBE/FBE Participation Cure Period.

If the Bidders fail to meet the MBE/FBE participation goal at the time of bid submittal, they are granted a cure period of ten (10) calendar days to meet the goal. The cure period shall run concurrently with the Good Faith Effort Period.

6.2.A Goal Credit. Only those vendors who are certified by the Illinois Department of Central Management Services as of the last day of the bid opening Cure Period will be considered in determining whether the vendor meets the participation goal.

6.2.B Certification. Owner will only accept Minority and Female Business Enterprise (MBE/FBE/FMB) firms certified by the Illinois Department of Central Management Services (CMS). A current and valid print version of the vendor's CMS Business Enterprise Program (BEP) Vendor Directory results is printed proof of the CMS MBE/FBE/FMB certification and should be provided with bid. This document includes the vendor name, address, ethnicity, county, contact information, certification renewal date and expiration date.

The IL CMS BEP Vendor Directory can be found at

<https://cms.diversitycompliance.com/>

6.2.C The University of Illinois values the utilization of certified minority and female business enterprises in capital construction. All such enterprises must perform a commercially useful function. Enterprises which might be considered "pass-throughs" or "fronts" are not permitted. Failure to comply with this requirement or false representations may result in termination of contracts related to University capital construction projects and result in criminal and civil penalties.

6.2.D Designated Projects. Owner may designate projects with MBE/FBE Participation Goals. See above for applicable goals for MBE/FBE participation.

6.2.E Bid Form. Each Bidder shall name, on Attachment B - Minority/Female Business Enterprise Program Requirements of the bid form 00 40 00, the IL CMS certified minority and female owned businesses it intends to use to meet the specified goals. Written evidence of good faith efforts to achieve the goals will be submitted within ten (10) calendar days after the bid opening. Good faith effort documentation is not required when participation goals have been met.

6.2.F MBE/FBE Bidder. If the Bidder is a minority or female owned business, indicate on Attachment B - Minority/Female Business Enterprise Program Requirements of bid form 00 40 00. Owner encourages MBE/FBE prime Bidders to use MBE/FBE subcontractors/suppliers.

6.2.G Joint Venture. If the Bidder is a joint venture, the percentage of ownership held by the MBE/FBE joint venturer may be used to meet the MBE/FBE goal for the contract.

- 6.2.H Request for Assistance. If the Bidder needs assistance in locating subcontractors or suppliers to meet the goals, Bidder shall contact Office of Procurement Diversity at (312) 996-2971.
- 6.2.I Good faith effort documentation supporting a request for change of MBE/FBE goal or waiver of MBE/FBE goal must be submitted. The minimum expected documentation includes, but is not limited to:
 - 6.2.I.1 All information indicating why the specified goal cannot be met.
 - 6.2.I.2 A list of all MBE/FBE firms contacted and the dates they were contacted, including documentation from those firms.
 - 6.2.I.3 Copies of all bid solicitation letters to MBE/FBE firms. Letters shall contain, as a minimum:
 - 6.2.I.3.1 Project title and location;
 - 6.2.I.3.2 Classification of work items for which quotations are requested;
 - 6.2.I.3.3 Date, time, and place quotations are due;
 - 6.2.I.3.4 Returnable acknowledgment of the solicitation.
 - 6.2.I.4 Evidence, such as a log, of telephone contact including time and date of call, telephone number, and name of the person called.
 - 6.2.I.5 All other evidence of good faith efforts made by the Bidder to secure eligible MBE/FBE firms to meet the specified goal. Evidence may include documentation that states the following:
 - 6.2.I.5.1 A reasonable number of MBE/FBE firms were contacted.
 - 6.2.I.5.2 The work selected by the Bidder for allocation to MBE/FBE firms was selected in order to increase the likelihood of achieving the specified goal.
 - 6.2.I.5.3 The Bidder negotiated, in good faith, with the potential MBE/FBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of work for which bids were solicited.
 - 6.2.I.5.4 The services of the referral agencies were used by the Bidder in efforts to achieve the specified goal.
 - 6.2.I.5.5 The Bidder attended Owner pre-bid meeting for the project.
 - 6.2.I.5.6 The Bidder contacted the Office of Procurement Diversity for assistance or to provide notice of difficulties in completing good faith efforts.
 - 6.2.I.6 Other relevant information in support of the change/waiver request.
- 6.2.J Request for Change of Subcontractor or Supplier. Only upon receipt of Notification of Award (NOA) or Notification of Intent to Award (NOIA) the determined responsive and responsible Bidder may make a request for change of a MBE/FBE subcontractor or supplier which it has previously listed on Attachment B Minority/Female Business Enterprise Program Requirements on bid form 00 40 00. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to Owner's Office of

Procurement Diversity. Owner will review each request and may, at its sole discretion, authorize the change.

6.2.J.1 After receipt of NOA and/or NOIA letter, but prior to Contract Execution. The Bidder may request approval of a MBE/FBE subcontractor or supplier other than one listed on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form 00 40 00 provided sufficient information is supplied by the Contractor as deemed appropriate by Office of Procurement Diversity. Owner may require supporting documentation from the MBE/FBE subcontractor or supplier.

6.2.J.2 After Contract Execution. If for any reason an approved MBE/FBE subcontractor or supplier fails to meet its contractual commitment to the Bidder after an award of contract, start of construction, or during construction, the Bidder may request approval of an alternate MBE/FBE subcontractor or supplier. All requests shall be in writing on the Bidder's letterhead and submitted with documented evidence of cause to Owner's Office of Procurement Diversity. Owner may require supporting documentation from the MBE/FBE subcontractor or supplier.

6.3 Basis of Bid Prices. The Bidders' proposed prices shall be based on the materials, fixtures, furnishings, equipment, and methods specified in the Contract Documents and shall not contain any substitutions, qualifications, or recapitulations of the Work to be done. Certain materials and equipment are specified by manufacturer or trade name and catalog or model number to establish standards of quality and performance and not for the purpose of limiting competition. Proposed product substitutions will not be considered as a basis for awarding contracts but will be evaluated in accordance with paragraph 6.10–Substitutions, of the General Conditions after contracts have been awarded and executed.

6.4 Execution. Bids and bid bonds shall be signed in the firm or corporate name of the Bidder and shall bear the signature of the individual(s) authorized to execute contracts on behalf of the Bidder. All signatures shall be in indelible ink. If the Bidder is a corporation, the bid shall be signed by a duly authorized officer of the corporation, attested to by the secretary, and have the corporate seal affixed thereto. WHERE BIDS ARE SIGNED BY AN AGENT OF THE BIDDER, EVIDENCE OF HIS/HER AUTHORITY TO ACT AS THE BIDDER'S AGENT SHALL ACCOMPANY THE BID. The name of each person signing the bid shall be typed or printed below their signature.

6.5 Delivery. All bids shall be submitted in sealed envelopes identified with the name of the Project, the date of the bid opening, the name of the Bidder, the contract division of the Project to be bid, and shall be addressed to the Owner. Bids shall be delivered to the Owner at or prior to the date, time, and location specified for the delivery of bids in the Notice to Bidders.

7.0 BID DEPOSIT

7.1 Form of Deposit. Each bid shall be accompanied by a bid deposit in the amount of five percent (5%) of the bid, in the form of a cashier's check, certified check, or bank draft in current U.S. funds made payable to The Board of Trustees of the University of Illinois, or a bid bond. The bid bond form is included in the bidding documents (refer to Document 00 40 00-Bid). After the bid opening, Bidders may replace other forms of bid deposits with an acceptable bid bond. Submission of a surety not listed in the Bidder's approved prequalification statement may be rejected.

7.2 Purpose of Deposit. The bid deposit shall ensure that the Bidder's prices will remain firm for the time period specified in the bid and that the successful Bidder will, upon the award

of a contract to it by the Owner, execute a contract with and provide satisfactory performance and payment bonds to the Owner within the time period specified in the bid.

7.3 Execution of Bid Bond Form.

7.3.A Execution of Bond. The bid bond shall be executed on the form bound into Document 00 40 00-Bid.

7.3.B Replacement of Surety. Should the surety on said bond at anytime fail financially or be, in the opinion of the Owner, insufficient security for the penalty of said bond, the Owner may, in writing, require said Bidder to furnish a replacement bond thereon, and it shall be satisfactory to the Owner. If the bond has to be replaced, the Bidder must immediately resubmit a prequalification statement to the Campus Construction Unit where the Bidder is submitting a bid.

7.3.C Surety Ratings. The bid bond shall be placed with a surety company having a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies. The Bidder's surety shall also be licensed to write surety bonds in the State of Illinois and shall be listed on the United States' Department of the Treasury's Listing of Approved Sureties (Department Circular 570), and shall have an underwriting limitation in an amount not less than the amount bid by Bidder including all alternates, if any.

7.4 Return of Deposits. The bid deposits of the successful Bidder and all other Bidders will be returned to them when and as stipulated in the bid, except for those deposits which become the property of the Owner as liquidated damages for any of the reasons specified in the bid.

8.0 BID MODIFICATION AND WITHDRAWAL

8.1 Modification Prior to Bid Opening. Bid modifications shall be made in writing and will be considered only if received by the Owner at the location designated for and prior to the date and time specified for the delivery of bids. The words "Bid Modification" shall be prominently incorporated thereon so that the modification can be attached to the proper bid. Bid modifications shall not reveal the bid price, but shall identify a sum to be added to or subtracted from the base bid or the alternate bid to be modified so that the final bid price can be determined only after the sealed bid is opened. Written bid modifications may be conveyed by electronic facsimile, by telegram, or within a sealed envelope, subject to confirmation as noted herein. Telephonic or oral modifications will not be considered.

8.2 Withdrawal Prior to the Bid Opening. Bid withdrawals shall be made in writing or in person. Personal bid withdrawals shall be made by securing the bid, with proper identification, at any time prior to the date and time specified for the delivery of bids. Written bid withdrawals will be considered only if received by the Owner at the location designated for and prior to the date and time specified for the delivery of bids. Written bid withdrawals may be conveyed by electronic facsimile or by telegram, subject to confirmation as noted herein. Telephonic requests to withdraw a bid will not be considered.

8.3 Written Confirmation of Electronic Facsimiles and Telegrams. When bid modifications or withdrawals are conveyed by electronic facsimile or by telegram, a written confirmation letter shall be executed in the same manner as the original bid and sent to the Owner by registered or certified mail prior to the date and time stated for the receipt of bids. The confirmation letter shall bear sufficient evidence to confirm the date and time of receipt by the U.S. Postal Service and must be received by the Owner at the location designated for the delivery of the bid within five (5) business days of the bid opening. If the above requirements are not met, no consideration will be given to the electronic facsimile or telegraphic conveyance. The Owner may, at its discretion, publicly read any withdrawn

bid pending receipt of the confirmation letter, reject a bid, retain the bid deposit until the confirmation letter is received or the validity or fraudulence of the electronic facsimile or telegraphic conveyance is established beyond a reasonable doubt, and take other such actions that it deems necessary and appropriate to protect against fraud or wrongdoing in the bidding process.

- 8.4 Withdrawal Subsequent to the Bid Opening. Withdrawal of bids after the bid opening will not ordinarily be permitted. However, in those cases where, pursuant to a written request by the Bidder and subject to the determination of the Professional Services Consultant and the Owner that, based on clear and demonstrable evidence, the Bidder has made a bona fide error in the preparation of the bid which will result in a substantial financial loss or hardship to the Bidder, an exception may be made.

9.0 BID OPENING

Immediately after the closing time for receiving bids, all bids will be publicly opened, read, and tabulated. Bids received after closing time will be returned unopened. The public opening and reading is for information only and is not to be construed as acceptance or rejection of any bid.

10.0 BID ACCEPTANCE OR REJECTION

The Owner reserves the right to reject any or all bids or any part thereof, to waive any informalities in the bidding, and to accept the bids deemed to be in the best interests of the Owner after all bids have been examined and evaluated.

- 10.1 Owner's Rights. When, in its opinion, it is in the best interest of the University, Owner reserves the right to:

- 10.1.A Accept or reject any or all bids in accordance with these documents and applicable laws
- 10.1.B Waive technical deficiencies and irregularities
- 10.1.C Allow Bidder to remedy technical deficiencies or irregularities within a stated time
- 10.1.D Rescind any notice of award if Owner determines the notice of award was issued in error
- 10.1.E Cancel any solicitation or rescind any notice of award when it is in the best interest of the State
- 10.1.F Rebid any contract

- 10.2 Bid Rejection.

10.2.A Material Deficiencies. Bids will be rejected for material deficiencies, including but not limited to:

- 10.2.A.1 Failure to be prequalified with Owner no later than the close of business the day before the bid opening (Section 4.2 and Section 4.4).
- 10.2.A.2 Being determined non-responsible after bid opening as defined by 30 ILCS 500/30-22 and 44 IL Admin Code 526.2046.
- 10.2.A.3 Submission of a bid late (Section 9.0).
- 10.2.A.4 Failure to attend a mandatory pre-bid meeting.
- 10.2.A.5 Failure to submit a base bid price, bid alternate(s) price, if applicable, and unit price, if applicable on the Owner bid form 00 40 00 in a manner that pricing can be determined.
- 10.2.A.6 Failure to use good faith efforts to achieve minority/female business enterprise participation goals as required in Section 6.2 of Document

00 20 00 – General Instructions to Bidders and provide documentation of good faith efforts within ten (10) calendar days after bid opening.

- 10.2.A.7 Failure to register with the State Board of Elections in accord with 30 ILCS 500/20-160, if required. Vendor must be registered at the time of bid. A copy of the certificate of registration is not required with the bid.
- 10.2.A.8 Failure to submit Certifications and Statutory Requirements form.
- 10.2.A.9 Failure to submit Financial Disclosures and Conflicts of Interest form.
- 10.2.A.10 Failure to submit a bid deposit.

10.2.B Technical Deficiencies. When identified by Owner, technical deficiencies may be remedied by the Bidder within ten (10) calendar days of notification. Failure to remedy the bid within ten (10) calendar days may result in rejection of the bid.

10.2.C Owner, 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.

Submittal of conditions or qualifying statements contrary to Owner's contract terms is not acceptable and, unless rescinded, the bid shall be rejected.

11.0 METHOD OF AWARD

Contracts will be awarded to qualified, responsive, and responsible Bidders that submit the lowest priced bid based on the sum of the base bids and alternates accepted by the Owner. The Owner will not split the award of the base bids and alternates between different Bidders within a particular contract division of the project. Alternates, if considered, will be accepted in any order, as determined by the Owner. The Owner does not obligate itself to accept the lowest or any other bid.

12.0 MBE/FBE BUSINESS CERTIFICATION, POST REQUIREMENTS

12.1 Post-Award Submittal. Following the receipt of the Notice of Intent to Award or Notice of Award letter, the contractor shall submit Attachment A - MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter, for each of the IL CMS certified MBE/FBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as specified on the bid form. The form must be signed by the MBE/FBE subcontractor or supplier and shall be submitted by the Bidder to the Campus Construction Unit (CCU).

12.2 Completion of the Attachment A MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter. Attachment A – MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter is not required if the Bidder is a MBE or FBE firm. MBE/FBE Bidders are encouraged to utilize MBE/FBE subcontractors/suppliers. If goals are split (separate MBE and FBE goals), then a MBE or FBE firm must supply Attachment A – MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter for the subcontractor firm(s) utilized to meet the FBE or MBE goal, respectively.

12.3 Listed Firms. Attachment A – MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter shall be completed and submitted for each MBE/FBE firm listed on Attachment B of the bid form. The awarded contractor shall ensure the firm(s) and dollar amount(s) listed on the completed Attachment A – MBE/FBE Subcontractor/Supplier Certification form matches the firm(s) and dollar amount(s) listed on Attachment B of the bid form including any additional firms and/or dollar amounts associated with alternates.

- 12.4 Compliance. The MBE/FBE 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, or in an approved change/waiver request (refer to Section 6.2 herein).
- 12.5 Voluntary. Bidders are encouraged to utilize MBE/FBE subcontractors/suppliers for those projects that are not designated for MBE/FBE participation and complete Attachment A-MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter for each MBE/FBE firm. MBE/FBE subcontractors/suppliers may be added at any time during the project.

13.0 POST AWARD REQUIREMENTS

- 13.1 Bidder's Duty to Comply. The Bidder 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. Owner shall issue Notice to Proceed upon successful completion of these post award requirements.
- 13.2 Submittals. Within fifteen (15) calendar days from the date of the Notice of Award, or Notice of Intent to Award letter, the Bidder shall furnish, on Owner forms, the following:
- 13.2.A Prime Vendor Documentation.
- 13.2.A.1 Contract executed by the Bidder;
 - 13.2.A.2 Contractor Performance Bond;
 - 13.2.A.3 Contractor Payment Bond;
 - 13.2.A.4 Certificate of Insurance;
 - 13.2.A.5 Builder's Risk Insurance (if applicable);
 - 13.2.A.6 Substance Abuse Prevention Program (if the program has been revised since submitted with the annual prequalification).
- 13.2.B MBE/FBE Subcontractor/Supplier Documentation (if MBE/FBE is utilized). Attachment A – MBE/FBE Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter. The awarded Bidder shall ensure the firm(s) and dollar amount(s) listed on the completed Attachment A – MBE/FBE Subcontractor/Supplier Certification form matches the firm(s) and dollar amount(s) listed on bid form 00 40 00 Attachment B – Minority/Female Business Enterprise Program Requirements, including any additional firms and/or dollars associated with alternates.
- 13.3 Cancellation of Award. All post award requirements are mandatory. Noncompliance shall be cause for Owner to cancel the Notice of Award and make a claim against the bid security.
- 13.4 Post Award Extensions. Owner 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.

14.0 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.

END OF DOCUMENT 00 20 00

THE BIDDING AND CONTRACT PROVISIONS

DOCUMENT 00 40 00 - BID

(Standard Single Contract Set)

PAC Stair Railing Repair

at the
UNIVERSITY OF ILLINOIS
Springfield

Project Number: S15061

Bid Date: _____

IF MAILED:

The Board of Trustees of the University of Illinois
Attn: Director of Construction
One University Plaza MS BSB 43
Springfield, IL 62703-5407

IF HAND DELIVERED:

Director of Construction, University of Illinois Springfield
One University Plaza
Business Services Building, Room 41
Springfield, IL 62703-5407

Bid Submitted By:

Bidder: _____

Business Address _____

Phone _____

Email Address _____

Contract Division of the Project: _____

Bids will be opened in Business Services Building (BSB) 2420 Theodore Dreiser Lane, RM 81
Springfield, IL 62703 at 9:00 A.M. on 10/18/16.

1.0 PROJECTION OF EMPLOYEE UTILIZATION

- 1.1 Workforce Projection. The Bidder has analyzed minority group and female populations, unemployment rates, and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection, (see Attachment A) including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract.
- 1.2 New Employees. Included in "Total Employees" under Attachment A is the total number of new hires that will be employed in the event the Bidder is awarded this contract. The Bidder projects that the new hires listed in Table 3 will be recruited from the area in which the Project is located and/or the area in which the Bidder's principal office or base of operation is located.
- 1.3 Affirmative Action Plan. The Bidder agrees to comply fully with the Equal Employment Opportunity Act (775 ILCS 5/2-105). The Bidder further agrees, in the event the foregoing minority and female employee utilization projection is determined to be an underutilization of minority persons or females in any job category and in the event that the Bidder is awarded this contract, to develop and submit a written Affirmative Action Plan prior to the commencement of work on this contract. The Affirmative Action Plan shall have a specific timetable, geared to the completion stages of the contract, whereby deficiencies in minority and/or female employee utilization are corrected and shall be subject to approval by the Owner and the Illinois Department of Human Rights.
- 1.4 Business Enterprise for Minorities, Females, and Persons with Disabilities Act.

1.4.A This project has goals for participation by minority and female owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. Only MBE/FBE/FMB firms certified with the Illinois Department of Central Management Services (CMS) are acceptable. Printed proof of current and valid CMS MBE/FBE/FMB certification should be provided with the bid for each identified MBE/FBE vendor. A print version of the vendor's CMS Business Enterprise Program (BEP) Vendor Directory results is printed proof of the CMS MBE/FBE/FMB certification. This document includes the vendor name, address, ethnicity, county, contact information, and certification renewal date and expiration date.

The IL CMS BEP Vendor Directory can be found at

<https://cms.diversitycompliance.com/>

NOTE: MBE/FBE goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the MBE/FBE owned subcontractors and suppliers it intends to use to meet the specified goals set for this project on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form document 00 40 00. The MBE/FBE goals for this project are as follows (N/A in Combined Goal(s) means Split Goals are in effect, and N/A in Split Goals means Combined Goal(s) is in effect for each specified Division of Work):

Division of Work	Combined Goal(s) MBE/FBE	Split Goals	
		MBE	FBE
01 - General Work	15	N/A	N/A

Good Faith Effort Period.

The Bidder shall submit within ten (10) calendar days after the bid opening, documentation of its good faith efforts to achieve the MBE/FBE goals if the goals are not met (see General Instructions to Bidders, Document 00 20 00). Failure to submit such documentation, or to use good faith efforts, shall result in rejection of the bid.

MBE/FBE Participation Cure Period.

If the Bidders fail to meet the MBE/FBE participation goal at the time of bid submittal, they are granted a cure period of ten (10) calendar days to meet the goal. The cure period shall run concurrently with the Good Faith Effort Period.

- 1.4.B Goal Credit. Only those vendors who are certified by the Illinois Department of Central Management Services as of the last day of the bid opening Cure Period will be considered in determining whether the vendor meets the participation goal.
- 1.4.C Once the contract is awarded, the awarded contractor is required to submit, in accordance with General Instructions document 00 20 00 a completed Attachment A - MBE/FBE Subcontractor/Supplier Certification Form of the Notice of Intent to Award or Notice of Award letter for each of the MBE/FBE subcontractors/suppliers utilized to meet the goals.
- 1.4.D The MBE/FBE business named and subcontract dollar amount on the two forms (Attachment B – Minority/Female Business Enterprise Program Requirements of bid form document 00 40 00 and Attachment A - MBE/FBE Subcontractor/Supplier Certification Form of the Notice of Intent to Award or Notice of Award letter) must match.

1.5 Minority and Female Business Enterprise Participation.

- 1.5.A The University of Illinois values the utilization of certified minority and female business enterprises in capital construction. All such enterprises must perform a commercially useful function. Enterprises which might be considered "pass-throughs" or "fronts" are not permitted. Failure to comply with this requirement or false representations may result in termination of contracts related to University capital construction projects and result in criminal and civil penalties.
- 1.5.B Designated Projects. Owner may designate projects with MBE/FBE Participation Goals. See above for applicable goals for MBE/FBE participation.
- 1.5.C Bid Form. Each Bidder shall name, on Attachment B-Minority/Female Business Enterprise Program Requirements of the bid form 00 40 00 the IL CMS certified minority and female owned businesses it intends to use to meet the specified goals.
- 1.5.D MBE/FBE Bidder. If the Bidder is a minority or female owned business, indicate on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form 00 40 00. Owner encourages MBE/FBE prime Bidders to use MBE/FBE subcontractors/suppliers.
- 1.5.E Joint Venture. If the Bidder is a joint venture, the percentage of ownership held by the MBE/FBE joint venturer may be used to meet the MBE/FBE goal for the contract.
- 1.5.F Subcontracts. Subcontracting of Work to a lower tier non-MBE/FBE firm which would reduce the proceeds received by the subcontracting MBE/FBE firm below the specified goal is prohibited. Owner may, in such cases, reject the bid or terminate the contract

- 1.5.G Request for Assistance. If the Bidder needs assistance in locating subcontractors or suppliers to meet the goals, Bidder shall contact the Office of Procurement Diversity.
- 1.5.H Good faith effort documentation supporting a request for change of MBE/FBE goal or waiver MBE/FBE goal must be submitted. The minimum expected documentation includes, but is not limited to:
 - 1.5.H.1 All information indicating why the specified goal cannot be met.
 - 1.5.H.2 A list of all MBE/FBE firms contacted and the dates they were contacted, including documentation from those firms.
 - 1.5.H.3 Copies of all bid solicitation letters to MBE/FBE firms. Letters shall contain, as a minimum:
 - 1.5.H.3.1 Project title and location
 - 1.5.H.3.2 Classification of Work items for which quotations are requested
 - 1.5.H.3.3 Date, time, and place quotations are due
 - 1.5.H.3.4 Returnable acknowledgment of the solicitation
 - 1.5.H.4 Evidence, such as a log, of telephone contact including time and date of call, telephone number, and name of the person called.
 - 1.5.H.5 All other evidence of good faith efforts made by the Bidder to secure eligible MBE/FBE firms to meet the specified goal. Evidence may include documentation that states the following:
 - 1.5.H.5.1 A reasonable number of MBE/FBE firms were contacted.
 - 1.5.H.5.2 The Work selected by the Bidder for allocation to MBE/FBE firms was selected in order to increase the likelihood of achieving the specified goal.
 - 1.5.H.5.3 The Bidder negotiated, in good faith, with the potential MBE/FBE firms by not imposing any conditions which are not similarly imposed on all other subcontractors and suppliers, or by denying benefits ordinarily conferred on subcontractors or suppliers for the type of Work for which bids were solicited.
 - 1.5.H.5.4 The services of the referral agencies were used by the Bidder in efforts to achieve the specified goal.
 - 1.5.H.5.5 The Bidder attended Owner pre-bid meeting for the project.
 - 1.5.H.5.6 The Bidder contacted the Office of Procurement Diversity for assistance or to provide notice of difficulties in completing Good Faith Efforts.
 - 1.5.H.6 Other relevant information in support of the change/waiver request.
- 1.5.I Request for Change of Subcontractor or Supplier. Only upon receipt of Notification of Award (NOA) or Notification of Intent to Award (NOIA) the determined responsive and responsible Bidder may make a request for change of a MBE/FBE subcontractor or supplier which it has previously listed on Attachment B Minority/Female Business Enterprise Program Requirements on bid form 00 40 00. All requests shall be in writing on the Contractor's letterhead and submitted with documented evidence of cause to Owner's Office of

Procurement Diversity. Owner will review each request and may, at its sole discretion, authorize the change.

1.5.1.1 After receipt of NOA and/or NOIA letter, but Prior to Contract Execution. The Bidder may request approval of an MBE/FBE subcontractor or supplier other than one listed on Attachment B – Minority/Female Business Enterprise Program Requirements of bid form 00 40 00 provided sufficient information is supplied by the Contractor as deemed appropriate by Office of Procurement Diversity. Owner may require supporting documentation from the MBE/FBE subcontractor or supplier.

1.5.1.2 After Contract Execution. If for any reason an approved MBE/FBE subcontractor or supplier fails to meet its contractual commitment to the Bidder after an award of contract, start of construction, or during construction, the Bidder may request approval of an alternate MBE/FBE subcontractor or supplier. All requests shall be in writing on the Bidder’s letterhead and submitted with documented evidence of cause to Owner’s Office of Procurement Diversity. Owner may require supporting documentation from the MBE/FBE subcontractor or supplier.

2.0 CERTIFICATION OF EEO INFORMATION

The Bidder certifies that, to the best of its knowledge and belief, the workforce projection is accurate and complete and that the Bidder is not currently under suspension by the Illinois Department of Human Rights or declared ineligible by said Department to enter into a contract with the Owner.

3.0 UNUSED

4.0 RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following addenda:

# _____ dated _____	# _____ dated _____	# _____ dated _____
# _____ dated _____	# _____ dated _____	# _____ dated _____
# _____ dated _____	# _____ dated _____	# _____ dated _____

5.0 EXAMINATION OF PROJECT SITE AND CONTRACT DOCUMENTS

The Bidder has visited the site and has become thoroughly familiarized with the local conditions affecting the cost of the work, the Contract Documents entitled:

PAC Stair Railing Repair

dated: 08/22/16, prepared by: FWAI Architects Inc.

(including the agreement forms, the General Conditions, the specifications and drawings), this bid (if and as accepted by The Board of Trustees of the University of Illinois), the bidding instructions (including the Notice to Bidders and the General Instructions to Bidders) which are hereby incorporated into this bid, and all addenda thereto.

6.0 BID PRICES

The Bidder hereby bids to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the Contract Documents, the Contract Division Work bid upon herein for compensation in accordance with the following prices:

NOTE: Owner will consider any Alternate bid prices left blank, marked “N/A” or “No Bid” or other indication that an additional cost is not identified by the bidder to be Zero Dollar (\$0.00) bids.

Alternates, if considered, will be accepted in any order as determined by the Owner. Bid alternates use a numbering scheme for identification only, not for prioritization.

6.1 01 - General Work

6.1.A Base Bid

All Division 01 - General Work Base Bid Work for the fixed sum of:

_____ Dollars (\$_____).

7.0 CONTRACT TIME

7.1 Starting Date. The Bidder hereby agrees that, if awarded a contract for the Work bid upon herein, the Bidder shall commence the Work on the date specified in a written Notice to Proceed from the Owner.

7.2 Completion Date. Time is of the essence in this contract. The Bidder agrees to achieve Substantial Completion of the Work bid upon as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed in the Work or to the completion of the Work as a whole and, subject to adjustments as provided by the Contract Documents, no later than 240 calendar days from the date specified in the Notice to Proceed (the "Substantial Completion Date").

The Bidder agrees to achieve Final Completion of the Work bid upon within thirty (30) days after Substantial Completion. Neither the Substantial Completion date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of the Contract Documents.

8.0 ASSIGNMENT OF CONTRACTS

No assignment will be made under the terms of paragraph 6.3 of the General Conditions.

9.0 CONTRACTOR'S FEES FOR CHANGES IN THE WORK

9.1 Lump Sum or Time and Materials Changes. The Bidder agrees that the following percentages for overhead and profit shall be added to, or as applicable, deleted from, job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material change orders approved by the Owner in accordance with Article 13 of the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, the cumulative percentages for the Contractor's and Subcontractor's overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the Contractor.

9.1.A Add to net extra job costs for added work to be performed by:

1) Contractor's own forces 15% 2) Subcontractors 5%

9.1.B Add to net credit for job costs for deleted work originally to have been performed by:

1) Contractor's own forces 5% 2) Subcontractors 0%

9.2 Unit Price Changes. The Bidder agrees that all unit price change orders will be based on the unit prices proposed herein as accepted by the Owner in the contract, that the unit prices include the Bidder's overhead and profit for all work to be performed on the unit price basis, and that the above-listed percentages will not be applied to unit price changes.

10.0 BID DEPOSIT

10.1 A bid deposit is enclosed herewith in the form of a certified check, cashier's check, or bank draft in current U.S. funds made payable to the Board of Trustees of the University

of Illinois, or a bid bond (on the form attached hereto). The enclosed bid deposit is in the amount indicated on the following schedule, and a separate deposit is included for each Contract Division bid upon herein:

<u>Contract Division</u>	<u>Bid Deposit</u>
01 - General Work	5% of base bid

10.2 The Bidder further agrees that the enclosed bid deposit is the measure of liquidated damages which the Owner will sustain and that the proceeds thereof shall become the property of Owner if for any reason the Bidder:

10.2.A Withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to Owner and a satisfactory performance bond and payment bond has been furnished to Owner whether or not the Bidder at the time of such withdrawal has been designated as the successful bidder; or

10.2.B Fails to properly execute, furnish, and deliver to the Owner both (1) the written agreement formally evidencing the contract and (2) the performance bond and payment bond required by the Contract Documents within fifteen (15) days after receiving the written Notice of Award and the above-mentioned documents from the Owner.

10.3 The Bidder agrees that withdrawal of this bid, or failure, upon receipt of a written Notice of Award, to sign the agreement or furnish a satisfactory performance bond and payment bond within fifteen (15) days from written Notice of Award shall automatically bar the Bidder from any further consideration and terminate any and all rights the Bidder may have acquired in, by, or through this bid.

10.4 The Bidder agrees that if the Bidder is one of the two lowest bidders in its contract division, its bid shall remain valid and open for acceptance by the Owner, and the Owner shall have the right to retain the bid deposit, for a period of ninety (90) days from the bid opening date. The Bidder further guarantees the prices bid herein to be firm for the same ninety (90) days. At the expiration of this period (or earlier at the Owner's option), the Bidder understands that said bid deposit shall be returned, unless it has become the property of the Owner as liquidated damages. If the Bidder is not one of the two lowest bidders in its contract division, the Bidder understands that the bid deposit will be returned within ten (10) days from the bid opening date.

11.0 STATE CONTRACT CERTIFICATION

11.1 Bidder certifies that the Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form have been fully and properly completed and signed and have been submitted along with the Bid. Copies of these forms can be found at:

<http://www.uocpres.uillinois.edu/contractors/contracts>

If granted a Contract, Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions.

Type of Business Organization

Sole Proprietorship

Partnership

Corporation

Bidder's Signatures*

Firm Name _____

Address _____

By _____

Title _____

By _____

Title _____

*Bidder's agents shall attach evidence of their authority to sign.

BID BOND

PROJECT: PAC Stair Railing Repair

CONTRACT DIVISION: _____

CAMPUS: Springfield

BOND AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ (Name and Address of Bidder), a _____ (Form of Business), as Bidder and Principal, and _____ (Surety), a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business in the State of Illinois, as Surety, are held and firmly bound unto THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, hereinafter called the Owner, in the penal sum of _____ (Total amount in words) Dollars (\$ _____) lawful money of the United States, well and truly to be paid and for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas the said Principal has submitted a written bid dated _____ (Date) to the Owner for the construction of the work designated as _____ (Contract Division), shown on the drawings and described in the specifications entitled, PAC Stair Railing Repair, dated 08/22/16, prepared by FWAI Architects Inc., 1 Nw Old Capitol Plaza, Springfield IL 62701.

NOW, THEREFORE, the Principal and Surety on this bond agree that:

If the Principal shall, upon acceptance by the Owner of its bid within the period of time specified for acceptance, execute a written Agreement with the Owner and give such bonds and other items as are required by the terms of the bid within the time specified, or in the event of the failure to comply with the terms of the bid, if the Principal or Surety shall pay Owner the penal sum of this Bid Bond, then this obligation shall be null and void; otherwise to remain in full force and effect; provided however, that in the event of (a) said failure, and (b) the failure of the Principal or Surety to promptly pay Owner as herein provided, the Principal and the Surety shall be liable to Owner for the full penal sum of this Bid Bond, not as a penalty but as liquidated damages for said failures the actual amount of such damages being difficult, if not impossible, to accurately ascertain.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument hereto this _____ day of _____.

Principal

_____(SEAL)
Corporate Surety

By:

By:

Title:
(If a Corporation, President or Vice President should sign. If some other officer signs, evidence of authority must be submitted.)

Title:
(Power of Attorney of person signing for Surety must be attached.)

Attachment A: Contractor's Workforce (includes Direct Subcontractors)

TABLE 1

Trade Codes	Job Titles	Total Employee		Black/ African American		Hispanic American		Asian American		Native American/ Alaskan Native	
		M	F	M	F	M	F	M	F	M	F
G1	Laborers										
G1	Project Superintendent										
G2	Equip Operators										
G2	Truck Drivers										
G3	Cement Finishers										
G4	Brick Masons										
G5	Ironworkers										
G6	Carpenters										
G7	Roofers/Metal Roofers										
G8	Glaziers										
G9	Ceramic Tile Setters										
G9	Painters										
G9	Plasterers/Drywallers										
G14	Elevator Mechanics										
P15	Plumbers										
P/H15	Insulators										
H15	Pipefitters										
H15	Refrig Mechanics										
H15	Temperature Control										
V15	Air Test & Balancing										
V15	Sheet Metal										
FP15	Sprinkler Fitters										
E16	Electricians										
E16	Telecom Installers										
TOTALS											

(M = Male, F = Female)

TABLE 2

Current Employees to be Assigned to Contract			
Total	Minority		
M	F	M	F

TABLE 3: BREAKDOWN OF APPRENTICES, OJT'S & NEW HIRES

OJT's & Apprentices														
New Hires														

Attachment B – Minority/Female Business Enterprise Program Requirements

Project: PAC Stair Railing Repair - S15061

Bidder Name: _____ Division of Work: _____

Contract Requirements for Minority/Female Business Participation

MBE/FBE Goals: This project has goals for participation by minority and female owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. Only MBE/FBE firms certified with the Illinois Department of Central Management Services (CMS) are acceptable. NOTES: (1) MBE/FBE goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00). (2) N/A in Combined Goal(s) means Split Goals are in effect, and N/A in Split Goals means Combined Goal(s) is in effect for each specified Division of Work.

Division of Work	Combined Goal(s) MBE/FBE	Split Goals	
		MBE	FBE
01 - General Work	15	N/A	N/A

If the MBE/FBE goals are not met at the time of bid submittal, the Bidder is granted ten (10) calendar days (Cure Period) to meet the goal. If the MBE/FBE goals are not met, the Bidder shall submit within ten (10) calendar days after the bid opening documentation of its good faith efforts to achieve the MBE/FBE goals (See General Instructions to Bidders, Document 00 20 00). Failure to submit such documentation, or to use good faith efforts, shall result in rejection of the bid.

Instructions: The Bidder shall include below the names of ONLY IL CMS certified minority/female owned business enterprises. These firms will perform at least the percentage of the work specified in the goals listed above and the proposed dollar value of subcontract (percentage values are not acceptable). If Bidder is MBE/FBE, include Bidder's information (total proposed bid value) as well as any additional MBE/FBE subcontractor information in table below. If the Bidder needs assistance in identifying subcontractors or suppliers, contact the Office of Procurement Diversity prior to submitting the bid and assistance will be provided in accordance with the MBE/FBE requirements in the Contract Documents. Efforts to comply with these requirements will be considered in evaluating whether the bid is responsive. If the percentage of the work is less than the specified goals, Bidder is required to submit within ten (10) calendar days after the bid opening written evidence of its good faith efforts to achieve the goals.

List the bidder's MBE/FBE subcontractor/supplier firms which are to be utilized in regard to this contract below. A current and valid print version of the vendor's CMS Business Enterprise Program (BEP) Vendor Directory results is printed proof of the CMS MBE/FBE/FMB certification. This document includes the vendor name, address, ethnicity, county, contact information, and certification renewal date and expiration date.

The IL CMS BEP Vendor Directory can be found at

<https://cms.diversitycompliance.com/>

All MBE/FBE firms must be certified with Illinois Department of Central Management Services. Only those vendors who are certified by the Illinois Department of Central Management Services as of the last day of the bid opening Cure Period will be considered in determining whether the vendor meets the participation goal.

(Include base bid below and each alternate on next page(s)): (Attach additional sheet if necessary)

UI Project No: **S15061**

Bidder Name: _____ Division of Work: _____

BASE BID

	MBE/FBE/FMB Firm Name (ONLY include current and valid IL CMS Certified MBE/FBE/FMB firms)	Proposed Dollar Value of Contract/ Subcontract	MBE/FBE/FMB Denotation (Must be certified with CMS)		
			MBE	FBE	FMB
1.			MBE	FBE	FMB
2.			MBE	FBE	FMB
3.			MBE	FBE	FMB
4.			MBE	FBE	FMB
5.			MBE	FBE	FMB
6.			MBE	FBE	FMB
7.			MBE	FBE	FMB
8.			MBE	FBE	FMB
9.			MBE	FBE	FMB
10.			MBE	FBE	FMB

ALTERNATE BID No.

	MBE/FBE/FMB Firm Name (ONLY include current and valid IL CMS Certified MBE/FBE/FMB firms)	Proposed Dollar Value of Subcontract	MBE/FBE/FMB Denotation (Must be certified with CMS)		
			MBE	FBE	FMB
1.			MBE	FBE	FMB
2.			MBE	FBE	FMB
3.			MBE	FBE	FMB

ALTERNATE BID No.

	MBE/FBE/FMB Firm Name (ONLY include current and valid IL CMS Certified MBE/FBE/FMB firms)	Proposed Dollar Value of Subcontract	MBE/FBE/FMB Denotation (Must be certified with CMS)		
			MBE	FBE	FMB
1.			MBE	FBE	FMB
2.			MBE	FBE	FMB
3.			MBE	FBE	FMB

Cure Period: When the MBE/FBE goal is not met at the time of bid submittal, the Bidder is granted ten (10) calendar days to meet the goal.

Good Faith Effort: When the MBE/FBE goal is not met, good faith effort documentation (if required per Document 00 40 00 Bid - Section 1.5.I) must be submitted within ten (10) calendar days after the bid opening. Note this time runs concurrently with the Cure Period.

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

1. Each of the subcontractors and suppliers listed qualifies under the provisions and definitions of the Minority/Female Business Enterprise Program Act as either a minority/female owned business.
2. The subcontract(s) which will be executed by the Bidder for the first level subcontractors and suppliers if the Bidder is awarded this contract by Owner will meet or exceed the proposed dollar value indicated above and will comply with all provisions of the Minority/Female Business Enterprise Program Act.
3. Failure to submit a base bid price, bid alternate(s) price, if applicable, and unit price, if applicable, on the Owner bid form 00 40 00 in a manner that pricing can be determined will be considered a Material Deficiency and will result in rejection of bid.
4. Failure to use good faith efforts to achieve minority/female business enterprise participation goals when required in Document 00 40 00 Bid-Section 1.5.I and to provide documentation of good faith efforts within ten (10) calendar days after bid opening shall be considered a Material Deficiency and will result in bid rejection.

END OF DOCUMENT 00 40 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 46 00 – PROJECT-SPECIFIC PREQUALIFICATION STATEMENT
(Standard Multiple and Single Contract Sets)

END OF DOCUMENT 00 46 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 50 00 - STANDARD CONTRACT EXECUTION FORMS

(Standard Single Contract Set)

Note: The forms in this document section are included for reference only. Originals will be prepared for execution by the Owner and mailed to the contractor(s) with the Notice of Award.

1.0 EXECUTION OF THE AGREEMENT

- 1.1 Extraneous Markings. The Agreement shall be kept free from extraneous markings. If the Contractor desires to record the time/date for the receipt of the Agreement, the time/date stamp shall be affixed on a separate piece of paper clipped to the copy of the Agreement.
- 1.2 Contractor's Signatures. The Agreement shall be signed by the Owner and Contractor. The full name and business address of the Contractor shall be inserted and the Agreement shall be signed with authorized signature(s) described below. The name of the signing party or parties shall be typewritten or printed under all signatures to the Agreement.
- 1.3 Sole Proprietorships. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Agreement and the Agreement shall be signed by such individual. If signed by someone other than the individual, there shall be attached to the Agreement a duly authenticated power-of-attorney evidencing the signer's authority to execute such Agreement for and in behalf of the individual proprietor.
- 1.4 Partnerships. If the Contractor is operating as a partnership, each partner shall sign the Agreement. If the Agreement is not signed by each partner, there shall be attached to the Agreement a duly authorized power-of-attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.
- 1.5 Corporation. If the Contractor is a corporation, the following certification shall be executed and submitted on corporate letterhead:

"I, _____, certify that I am the _____ (officer) of the corporation named as Contractor hereinabove; that _____, who signed the foregoing Agreement on behalf of the Contractor was then _____ (officer) of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Agreement is signed by the secretary of the corporation, the preceding certification shall be executed by some other officer of the corporation. In lieu of the foregoing certification, there may be attached to the Agreement copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary to be true copies.

If the Agreement is signed by someone other than one of the above-mentioned officers of the corporation, there shall be attached to the Agreement a duly authenticated power-of-attorney evidencing the signer's authority to sign the Agreement for and on behalf of the corporation.

2.0 EXECUTION OF THE PERFORMANCE BOND AND PAYMENT BOND

- 2.1 Execution by the Contractor. The Contractor, as principal, shall be named and shall execute the performance bond and payment bond in the same manner as required for the Agreement.
- 2.2 Execution by the Surety. The performance bond and payment bond shall be signed and sealed by an authorized representative of the surety, acting on behalf and in the name of such surety, with a duly authenticated power-of-attorney evidencing the signer's authority

to sign such bond for and on behalf of such surety attached thereto. Attorneys-in-fact who sign the performance bond and payment bonds must file with each bond certified copies of their powers-of-attorney. The power-of-attorney must be dated either before or on the same date as the date of the bond, and the certificate that the power is in force and effect must be dated the same as the date of the bond and be submitted on a full size sheet of paper (8.5" x 11"). The seal must be legible upon conversion to electronic format.

3.0 EXECUTION OF THE CERTIFICATE OF INSURANCE

3.1 Forms and Copies. The certificate of insurance, including builder's risk insurance, (applicable only to Designated Contractor) shall be furnished in accordance with Articles 18 and 19 of the General Conditions on the ACORD form.

3.2 Required Statements. The certificate of insurance shall contain the following statements:

3.2.A Cancellation. The undersigned agent certifies that none of these policies will be cancelled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to the Owner by certified or registered mail. The undersigned agent agrees to deliver copies of the policies listed in this certificate to the Owner within ten (10) days following the Owner's request for such copies.

3.2.B Contract Requirements. The undersigned agent certifies that the insurance coverages listed in this certificate include contractual coverages for the indemnity Agreement, Contractor's liability, and builder's risk (applicable only to Designated Contractor) to the minimum limits required by the Contract Documents for this project (reference Articles 18 and 19 of the General Conditions). The undersigned agent further certifies that the Owner and its assignees, if any, and additional parties as designated by the Owner, if any, is named as an additional insured on the general liability and builder's risk (applicable only to Designated Contractor) policies.

END OF INSTRUCTIONS

(For Reference Only)

AGREEMENT

PROJECT: TITLE DIVISION: NUMBER-WORK
PROJECT No: (No Assignment)
PROFESSIONAL SERVICES CONSULTANT: CONTRACT SUM: \$ AMOUNT

CAMPUS:

THIS AGREEMENT, made and entered into in the City of CITY, State of Illinois, as of the date of the last signature of the parties hereto, by and between NAME OF CONTRACTOR, ADDRESS OF CONTRACTOR, a (n) INDIVIDUAL, SOLE PROPRIETOR, CORPORATION, OR PARTNERSHIP, existing under the laws of the State of _____, hereinafter and in the Contract Documents referred to as the "Contractor" whose registered agent in Illinois is NAME OF AGENT, ADDRESS OF AGENT, and THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois, with its principal office in Urbana, Illinois, hereinafter and in the Contract Documents referred to as the "Owner",

WITNESSETH: That, for the consideration hereinafter stated, the Contractor and the Owner agree as follows:

1.0 THE CONTRACT WORK

The Contractor shall furnish all of the labor, materials, fixtures, furnishings, equipment, transportation, construction, plant, and facilities required for and shall perform all Contract Division NUMBER - KIND OF Work on the Project and shall furnish and do everything required by the Contract Documents.

2.0 THE CONTRACT TIME

2.1 Starting Date. The Contractor shall commence the Work on the date specified in a written Notice to Proceed from the Owner.

2.2 Completion Date. Time is of the essence in this contract. The Contractor shall achieve Substantial Completion of the Work as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed on the Project or to the completion of the Project as a whole and, subject to adjustments as provided by the Contract Documents, no later than _____calendar days from the date specified in the Notice to Proceed (the "Substantial Completion Date").

The Contractor shall achieve Final Completion of the Project within thirty (30) days after Substantial Completion. Neither the Substantial Completion Date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of this contract.

2.3 Remedies. In the event Contractor fails to perform under this Agreement, including but not limited to failure to achieve Substantial Completion or Final Completion, or both, in the time and manner provided, Owner shall be afforded the right to pursue any and all remedies available at law and equity.

OR IF LIQUIDATED DAMAGES ALTERNATE IS ACCEPTED:

2.3 Liquidated Damages for Delay. If Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by this contract, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided below:

A. For Delay in Substantial Completion. Contractor shall pay Owner the sum

of \$_____per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

B. For Delay in Final Completion. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall pay Owner the sum of \$_____per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.0 THE CONTRACT SUM AND TERMS OF PAYMENT

3.1 The Contract Sum. The Owner shall pay to the Contractor, subject to additions to and deductions from the Contract Sum, the sum of AMOUNT IN WORDS 00/100 Dollars (\$) which shall constitute the Contract Sum. The Contract Sum is based upon the following base bid and accepted alternate(s), if any, of Contractor which are described in the Contract Documents and are hereby accepted by the Owner:

(List Contractor Base Bid and Accepted Alternate(s) Here)

3.2 Payments. The Owner shall make payments for Work under the contract as provided in Article 12 of the General Conditions.

3.3 Change Order Markups.

3.3.A Lump Sum and Time and Materials Changes. The following percentages for overhead and profit shall be added to, or as applicable, deleted from, job costs for the net amount of Work added to or deleted from the contract by written lump sum or time and material Change Orders approved by the Owner in accordance with the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, the cumulative percentages for the Contractor's and Subcontractor's overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the contractor.

Add to the net extra job costs for added Work to be performed by:

- 1) Contractor's own forces 15 %
- 2) Subcontractors 5 %.

Add to the net credit for job costs deleted for Work originally to have been performed by:

- 1) Contractor's own forces 5 %
- 2) Subcontractors 0 %.

3.3.B Unit Price Changes. All unit price Change Orders shall be based on the unit prices identified in the Contractor's bid, which include the Contractor's overhead and profit for the Work performed on the unit price basis. The above-mentioned percentages shall not be applied to unit price changes.

4.0 THE CONTRACT DOCUMENTS

4.1 The contract between the parties consists of the "Contract Documents". The Contract Documents include this Agreement, the General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field directives, and other written amendments to this Agreement, and all documents expressly annexed as part of this Agreement. Documents not described above are not Contract Documents and do not constitute part of the contract between the parties.

4.2 Addenda. The following addenda were issued prior to bid opening date and are hereby incorporated into this contract: ADDENDA NUMBER, dated DATE.

4.3 Order of Precedence. The order of precedence of the Contract Documents in the event of conflict shall be as defined in the General Conditions.

5.0 ASSIGNMENTS

Neither party shall assign the contract or sublet it as a whole without the written consent of the other. Any purported assignment without such written consent shall constitute a material breach hereof.

6.0 PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish the Owner a performance bond and a payment bond each in the penal sum of AMOUNT IN WORDS 00/100 Dollars (\$) as required by and in accordance with the terms of the General Conditions. Each bond shall name Owner as Obligee.

7.0 STATUTORY CERTIFICATIONS

In accordance with applicable laws and subject to applicable penalties for false or misleading statements, the following certifications are made in connection with this Contract:

7.1 The Contractor certifies that _____ is its Federal Taxpayer Identification Number and that it is doing business as a _____.

7.2 The Contractor certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with Owner a written program that meets or exceeds the requirements of the Act. Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification. The requirements of this certification and disclosure are a material part of this Contract and the Contractor shall require this certification provision to be included in all Subcontracts.

8.0 CONSTITUTIONAL AND STATUTORY PROVISIONS

8.1 If this contract is funded from State of Illinois appropriated funds, the Contractor understands and agrees that this contract is subject to termination and cancellation without any penalty in any fiscal year in which the Illinois General Assembly fails to make an appropriation for payments under the terms of this contract. In the event of termination and cancellation for lack of appropriation, the Contractor shall be paid for

services performed under this contract up to the effective date of the termination and cancellation.

8.2 Prevailing Wage.

Pursuant to the Prevailing Wage Act, Contractor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

The Contractor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the Contractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Contractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

8.3 The documents and information for the contractors and subcontractors listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

Table 1: Contracts and Level Descriptions

Contract Type	Level	Contract	Dollar amount
Contractor without Assigned	1	With Owner	All
Contractor with Assigned	1	With Owner	All
Assigned Subcontractor	1	With Owner	All
Subcontractor	2	With Level 1	> \$50,000
Subcontractors' Subcontractor*	3 and below	With Level 2 and below	> \$50,000

* For any subcontractor beyond level 3 with a contract value of > \$50,000 shall also be included.

Level 1 Contractor

The Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form submitted by the Level 1 Contractor with the bid documents are hereby made a part of this Contract.

It is the responsibility of the Level 1 Contractor to provide the following with respect to each Level subcontract* which exceeds \$50,000. The forms shall be completed and signed by each Level subcontractor*.

- * subcontractor(s) name(s)
- * address(es)
- * subcontract value(s)
- * general type(s) of work to be performed
- * Certifications and Statutory Requirements form(s)
- * Financial Disclosures and Conflicts of Interest form(s),

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner's file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Contractor must provide the above information for any Level subcontractors added or changed which results in a contract value exceeding \$50K during the term of the contract.

Any subcontracts entered into prior to receiving a fully executed copy of the Contract are done at the Contractor and subcontractors own risk.

9.0 NOTICES

All notices shall be given by hand delivery to the Owner's Representative, the Professional Services Consultant or the Contractor's Project Manager, as applicable, or by delivery confirmation, to the following addressees:

To Owner: _____

Attention: _____

To Professional Service Consultant:

Attention _____

To Construction Manager:
(If applicable) _____

Attention: _____

To Contractor: _____

Attention: _____

All notices shall be effective upon receipt.

10.0 OWNER'S RIGHT TO MAKE GOOD CONTRACTOR'S DEFICIENCIES

If the Contractor should neglect to prosecute the Work or any part thereof diligently and properly or fail to properly perform any provision required by the Contract Documents, the Owner, after three days' written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may, by Change Order, deduct the cost thereof from any payment then or thereafter due the Contractor, provided, however, that the Professional Services Consultant shall approve both such action and the amount charged to the Contractor.

11.0 OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM ("PRZM" or "e-Builder")

Contractor shall use the Owner's web-based project management system ("PRZM" or "e-Builder") to access and exchange project information with team members throughout the Project's life. This includes providing electronic copies of subcontractor agreements and signed Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form for each subcontractor; processing payment applications, schedules, change requests/clarifications project-related submittals; and other services as identified in this Agreement, unless otherwise directed. Failure to comply with this requirement may be deemed a material breach of this

agreement. Training on this system is available and is required to be taken by Contractor and Assigned Subcontractor representative.

12.0 COUNTERPARTS/FACSIMILE SIGNATURES

This Agreement may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as and of the day and year first hereinabove set forth.

CONTRACTOR:

NAME OF CONTRACTOR

By: _____
DATE

PRINT NAME

Title: _____

OWNER:

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Walter K. Knorr, Comptroller DATE

CONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we (Insert Proper Name of Surety), a corporation organized and existing under the laws of the State of and duly authorized to do business in the State of Illinois, as surety ("Surety"), and (Insert Proper Name of Contractor), (Insert Address), a (Insert Form of Entity) organized and duly authorized to do business in the State of Illinois, as principal ("Contractor"), enter into, execute this bond ("Performance Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, as Obligee ("Owner"), in the penal sum of (AMOUNT IN WORDS) \$ _____, as of the date of the last signature of the parties hereto.

WHEREAS, the Contractor has executed a contract with the Owner herewith ("Construction Contract") for construction of (Insert Description and Location of the Construction Project) ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors, and assigns agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it was copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied.
2. If Owner believes there is a possibility that Contractor will not fully perform, Owner reserves the right to contact Surety to notify Surety of potential default and seek preventative action from Surety. If Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall, within 15 working days, proceed to take one, or at its option, more than one of the following courses of action:
 - A. Complete full performance of the Construction Contract, by using a completing contractor jointly selected by the Surety and the Owner, including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor, pursuant to a written takeover agreement.
 - B. During such performance by the Surety the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination.
 - C. Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds hereby furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2) guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the

Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Surety shall provide the Owner with such sums in a sufficiently timely manner that the Owner can utilize such sums in making timely payment to the completing contractor; or,

- D. Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.
- 3. The Surety shall respond to the Notice within 15 working days of receipt indicating the course of action it intends to take or advising that it requires more time to investigate the default and selection a course of action. If the Surety requires more than 15 working days to investigate the default and select a course of action or if the Surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if Owner determines that it is in the best interest of Owner to maintain progress of the work, the Owner may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by Owner, in no case may the Surety take longer than 30 working days to advise Owner on the course of action it intends to take. The Surety shall be liable for reasonable costs incurred by Owner to maintain the progress to the extent the costs exceed the unpaid sums as would have been due and payable to the Contractor under the Construction Contract in absence of the default and termination, subject to the penal sum of the bond.
- 4. In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs, and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses, and costs for architects, engineers, consultants, testing, surveying and attorneys, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.
- 5. In no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum.
- 6. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed.
- 7. This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by rider attached hereto, together with their heirs, administrators, executors, successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

8. Any and all notices to the Surety, the Contractor or the Owner shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS

C/O (Address of the Universtiy of Illinois construction unit responsible for the Project)

9. Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

CONTRACTOR:

SURETY:

		Seal
	_____ (INSERT PROPER NAME OF CONTRACTOR)	_____ (INSERT PROPER NAME OF SURETY)
By:	_____ (SIGNATURE OF AUTHORIZED SIGNATORY)	By: _____ (SIGNATURE OF AUTHORIZED SIGNATORY)
	_____ (OFFICE OR TITLE OF PERSON SIGNING)	_____ (OFFICE OR TITLE OF PERSON SIGNING)

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

CONTRACTOR PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (Insert Proper Name of Surety), a corporation organized and existing under the laws of the State of and duly authorized to do business in the State of Illinois, as surety ("Surety"), and (Insert Proper Name of Contractor), (Insert Address), a (Insert Form of Entity) organized, and duly authorized to do business in the State of Illinois, as principal ("Contractor"), enter into, execute this bond ("Payment Bond"), and firmly bind ourselves unto THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, as Obligee ("Owner"), in the penal sum of (AMOUNT IN WORDS) \$ _____, as of the date of the last signature of the parties hereto.

WHEREAS, the Contractor has executed a contract with the Owner herewith ("Construction Contract") for construction of (Insert Description and Location of the Construction Project) ("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the terms and conditions set forth herein as a condition to executing the Construction Contract with the Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

1. The Construction Contract is hereby incorporated herein and by reference made a part hereof to the same extent and effect as though it was copied verbatim herein. The Surety and the Contractor are bound for the full performance of the Construction Contract including without exception all of its terms and conditions, both express and implied, and, without limitation, specifically including Contractor's obligation to pay for labor, materials, services and equipment provided in connection with performance of the Construction Contract;
2. For purposes of this Payment Bond, Beneficiary is defined as a person or entity who has actually provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract, and having:
 - A. a direct contract with the Contractor; or
 - B. a direct contract with a subcontractor of the Contractor; or
 - C. rights, under the laws of the State of Illinois, to file a lien, a claim or notice of lien, or otherwise make a claim against the Project or against funds held by the Owner, if the Project or such funds is, or were, subject to such filing.
3. The Surety shall not be obligated hereunder to a Beneficiary other than a Beneficiary having a direct contract with the Contractor unless such Beneficiary has given written notice of its claim to the Contractor and the Surety within the longer of:
 - A. ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
 - B. the period of time provided by the State of Illinois for (1) filing of a lien, claim of lien, notice of lien, if the Project is, or were, subject to such filing, or (2) otherwise making a claim against the Project or against funds held by the Owner stating the amount claimed and identifying, by name and address, the person or entity to whom such labor, material, equipment, services or other items were provided.
4. In no event shall the Surety be obligated hereunder for sums in excess of the Penal Sum.
5. Upon receipt of a claim from a Beneficiary hereunder, the Surety shall promptly, and in no event later than 15 days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:

- A. making payment of all sums not in dispute; and
 - B. stating the basis for disputing any sums not paid.
6. No action shall be commenced by a Beneficiary hereunder after the passage of the longer of one (1) year following final completion of the Construction Contract or, if this bond is provided in compliance with the law of the State of Illinois, any limitation period provided therein. If the limitation period contained in this Paragraph is unenforceable, it shall be deemed amended to provide the minimum period for an action against the Surety on a payment bond by a third-party beneficiary thereof.
7. Any and all notices to the Surety or the Contractor shall be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY:

CONTRACTOR:

THE BOARD OF TRUSTEES
 OF THE UNIVERSITY OF ILLINOIS

 C/O (Address of the University of Illinois construction unit responsible for the Project)

CONTRACTOR:

SURETY:

By: _____
 (INSERT PROPER NAME OF CONTRACTOR)

 (SIGNATURE OF AUTHORIZED SIGNATORY)

By: _____
 (INSERT PROPER NAME OF SURETY) Seal

 (SIGNATURE OF AUTHORIZED SIGNATORY)

 (OFFICE OR TITLE OF PERSON SIGNING)

 (OFFICE OR TITLE OF PERSON SIGNING)

ORIGINAL POWER OF ATTORNEY MUST BE ATTACHED.

To: Contractor
Address

Date:

Contract Amount:

Division:

Project:

Project Number:

NOTICE OF INTENT TO AWARD CONTRACT

Subject to review and approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois, the University of Illinois intends to award to your firm a contract for the above-referenced division of work on the project identified herein. Please promptly execute and return to the Board of Trustees of the University of Illinois the attached documents indicated below:

1. AGREEMENT. Please execute the documents in accordance with the attached instructions and return all copies to the University for signature. One fully executed copy will be returned to you for your files.
2. PERFORMANCE BOND AND PAYMENT BOND. The contract amount is stated thereon. Please have your bonding company execute the bonds in accordance with the attached instructions and return all executed copies to the University for approval. One approved copy will be returned to you for your files.
3. CERTIFICATE OF INSURANCE. The Certificate of Insurance submittal requirements shall be in accordance with Article 18 of the General Conditions. The Evidence of Property for builder's risk insurance policy submittal requirements applicable to only the designated party identified on Document 00 10 00 – Notice to Bidders, Paragraph 2.8 shall be in accordance with Article 19 of the General Conditions. Please name The Board of Trustees of the University of Illinois and OTHER DESIGNATED PARTIES TO BE NOTED HERE as additional insured in the appropriate locations.
4. SUBSTANCE ABUSE PREVENTION PROGRAM. Prior to commencement of Work, Contractor shall submit to Owner a written Program that meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265). Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification.
5. ATTACHMENT A – MBE/FBE SUBCONTRACTOR/SUPPLIER CERTIFICATION. A copy of Attachment A is enclosed. Please submit a completed and signed Attachment A for each of the IL CMS certified MBE/FBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as previously specified on Attachment B that was submitted with your bid proposal to the University for this project. Each form must be signed by the MBE/FBE subcontractor or supplier and must be submitted with your executed contract.
6. REQUEST FOR ELECTRONIC PAYMENT: Upon processing of the required form, authorized payments from the University would be made directly to your company's designated bank account, without the production of a paper check. The University is prepared to offer payment terms of 'Net 20', in exchange for your enrollment in ACH/direct deposit. Under this offer, the University shall make every effort possible to deliver payment within 20 days after receipt of a complete and proper invoice. If you are interested in enrolling in our program, please review the instructions with the "Direct Deposit of Accounts Payable Authorization Form", complete the form and submit it according to the instructions. The "Direct Deposit of Accounts Payable Authorization Agreement Form" along with 'Terms & Conditions' and 'Instructions' are attached.

All of the above documents are to be returned as a set to Project Manager, (address of the University of Illinois construction unit responsible for the project), as soon as possible but no later than fifteen (15) days after receipt of this notice. Upon official approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois, and upon the satisfactory execution and approval of these documents, your firm will be issued written notice of award and notice to proceed. Your bid deposit will be released and you may commence work as specified in the Contract Documents. Please note that the University of Illinois does not have authorization for, nor will it permit, the expenditure of funds prior to approval by the Board of Trustees of the University of Illinois and the Procurement Policy Board of the State of Illinois.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>.

The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

A preconstruction conference will be scheduled shortly and you will be notified of its date, time, and location.

I appreciate your cooperation and timely response to this notice and look forward to a pleasant working relationship with your firm on this project.

Sincerely,

PM/sec
Attachments
Copies:

PROJECT MANAGER

UNIVERSITY OF ILLINOIS
Notice of Intent to Award Contract and Notice of Award of Contract
Attachment A: MBE/FBE Subcontractor/Supplier Certification

Section 1: To be completed by Prime Contractor

Project No.: _____
Project Name: _____

Contractor: _____
FTIN Number: _____
Official Address: _____

Area Code/Telephone No: _____

Subcontract/Supplier for: _____
Subcontractor's/Supplier's Name: _____
FTIN Number: _____ Area Code/Telephone Number: _____
Official Address (Street): _____
(City, State, Zip Code): _____

Section 2: To be completed and signed by each MBE/FBE Subcontractor and/or Supplier.

I. Subcontractor/Supplier certifies that the proposed subcontract will be in the amount of
\$ _____ for _____ work.

II. Subcontractor/Supplier certifies that the business is certified with CMS and is:
A. Minority owned: (check one)
 Black/African American Hispanic Asian American
 Native American/Alaskan Native
B. Female Owned

as defined in Section 2 of the Minority and Female Business Enterprise Act, as amended (30 ILCS 575) (See definitions)

III. Subcontractor/Supplier certifies that the information included herein is true and correct, and that the subcontractor agrees, if Contractor is awarded the Project, to enter into the indicated subcontract. Subcontractor/Supplier agrees to immediately notify Owner of all changes to this Certification.

IV. A true copy of the signed subcontract or supply agreement shall be delivered to Owner in accordance with Document 00 20 00 and Owner shall be given complete and accurate information from time to time regarding the actual work performed on the project and the payments under the subcontract.

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

Respectfully submitted and signed this _____ day of _____.

ATTEST: By: _____
Signature: _____ "Signature Required"
Title: _____

Subcontractor/Supplier Firm Name: _____

DEFINITIONS:

- A. Minority Person. Minority person is a citizen or lawful permanent resident of the United States and who is:
 - 1. Black/African American (a person having origins in any of the black racial groups in Africa);
 - 2. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, Central or South America, or the Caribbean Islands, regardless of race);
 - 3. Asian American (a person having origins in any of the original peoples of the Far East, southeastern Asia, the Indian Subcontinent or the Pacific Islands); or
 - 4. Native American/Alaskan Native (a person having origins in any of the original peoples of North America).
- B. Female. Female is a person who is a citizen or a lawful permanent resident of the United States and who is of the female gender.
- C. Minority owned business. Minority owned business is a business concern which is at least 51 percent owned by one or more minority persons, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more minority individuals; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- D. Female owned business. Female owned business is a business concern which is at least 51 percent owned by one or more females, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

University of Illinois
Direct Deposit of Accounts Payable Authorization Agreement Form

To: Contractor
Address

Date:
Contract Amount:

Division:

Project:

Project Number:

NOTICE OF AWARD OF CONTRACT

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, and the Procurement Policy Board of the State of Illinois have approved the award of your firm's contract for the above-referenced division of work on this project. This award is subject to your promptly executing and returning to THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS the attached documents indicated below:

1. AGREEMENT. Please execute the documents in accordance with the attached instructions and return all copies to the University for signature. One fully executed copy will be returned to you for your files.
2. PERFORMANCE BOND AND PAYMENT BOND. The contract amount is stated thereon. Please have your bonding company execute the bonds in accordance with the attached instructions and return all executed copies to the University for approval. One approved copy will be returned to you for your files.
3. CERTIFICATE OF INSURANCE. The Certificate of Insurance submittal requirements shall be in accordance with Article 18 of the General Conditions. The Evidence of Property for builder's risk insurance policy submittal requirements applicable to only the designated party identified on Document 00 10 00 – Notice to Bidders, Paragraph 2.8. shall be in accordance with Article 19 of the General Conditions. Please name The Board of Trustees of the University of Illinois and OTHER DESIGNATED PARTIES TO BE NOTED HERE as additional insured in the appropriate locations.
4. SUBSTANCE ABUSE PREVENTION PROGRAM. Prior to commencement of Work, Contractor shall submit to Owner a written Program that meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265). Submit a written program to the Owner only if the program has been revised since submitted with the annual prequalification.
5. ATTACHMENT A – MBE/FBE SUBCONTRACTOR/SUPPLIER CERTIFICATION. A copy of Attachment A is enclosed. Please submit a completed and signed Attachment A for each of the IL CMS certified MBE/FBE subcontractor(s) and/or supplier(s) being utilized to meet the designated participation goals as previously specified on Attachment B that was submitted with your bid proposal to the University for this project. Each form must be signed by the MBE/FBE subcontractor or supplier and must be submitted with your executed contract.
6. Request for Electronic Payment: Upon processing of the required form, authorized payments from the University would be made directly to your company's designated bank account, without the production of a paper check. The University is prepared to offer payment terms of 'Net 20', in exchange for your enrollment in ACH/direct deposit. Under this offer, the University shall make every effort possible to deliver payment within 20 days after receipt of a complete and approved invoice. If you are interested in enrolling in our program, please review the instructions with the "Direct Deposit of Accounts Payable Authorization Agreement Form", complete the form and submit it according to the instructions. The "Direct Deposit of Accounts Payable Authorization Agreement Form" along with 'Terms & Conditions' and 'Instructions' are attached.

All of the above documents are to be returned as a set to Project Manager, (address of the University of Illinois construction unit responsible for the project), as soon as possible but no later than fifteen (15) days after receipt of this notice. Upon satisfactory execution and approval of these documents, your firm will be issued a written notice to proceed; your bid deposit will be released; and you can commence work as specified in the Contract Documents.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>

The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

A preconstruction conference will be scheduled shortly and you will be notified of its date, time, and location.

I appreciate your cooperation and timely response to this notice and look forward to a pleasant working relationship with your firm on this project.

Sincerely,

Project Manager

PM/sec
Attachments
Copies:

UNIVERSITY OF ILLINOIS
Notice of Intent to Award Contract and Notice of Award of Contract
Attachment A: MBE/FBE Subcontractor/Supplier Certification

Section 1: To be completed by Prime Contractor

Project No.: _____
Project Name: _____

Contractor: _____
FTIN Number: _____
Official Address: _____

Area Code/Telephone No: _____

Subcontract/Supplier for: _____
Subcontractor's/Supplier's Name: _____
FTIN Number: _____ Area Code/Telephone Number: _____
Official Address (Street): _____
(City, State, Zip Code): _____

Section 2: To be completed and signed by each MBE/FBE Subcontractor and/or Supplier.

I. Subcontractor/Supplier certifies that the proposed subcontract will be in the amount of
\$ _____ for _____ work.

II. Subcontractor/Supplier certifies that the business is certified with CMS and is:

- A. Minority owned: (check one)
 Black/African American Hispanic Asian American
 Native American/Alaskan Native
- B. Female Owned

as defined in Section 2 of the Minority and Female Business Enterprise Act, as amended (30 ILCS 575) (See definitions)

III. Subcontractor/Supplier certifies that the information included herein is true and correct, and that the subcontractor agrees, if Contractor is awarded the Project, to enter into the indicated subcontract. Subcontractor/Supplier agrees to immediately notify Owner of all changes to this Certification.

IV. A true copy of the signed subcontract or supply agreement shall be delivered to Owner in accordance with Document 00 20 00 and Owner shall be given complete and accurate information from time to time regarding the actual work performed on the project and the payments under the subcontract.

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

Respectfully submitted and signed this _____ day of _____.

ATTEST: By: _____
Signature: _____ "Signature Required"
Title: _____

Subcontractor/Supplier Firm Name: _____

DEFINITIONS:

- A. Minority Person. Minority person is a citizen or lawful permanent resident of the United States and who is:
 - 1. Black/African American (a person having origins in any of the black racial groups in Africa);
 - 2. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, Central or South America, or the Caribbean Islands, regardless of race);
 - 3. Asian American (a person having origins in any of the original peoples of the Far East, southeastern Asia, the Indian Subcontinent or the Pacific Islands); or
 - 4. Native American/Alaskan Native (a person having origins in any of the original peoples of North America).
- B. Female. Female is a person who is a citizen or a lawful permanent resident of the United States and who is of the female gender.
- C. Minority owned business. Minority owned business is a business concern which is at least 51 percent owned by one or more minority persons, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more minority individuals; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.
- D. Female owned business. Female owned business is a business concern which is at least 51 percent owned by one or more females, or, in the case of a corporation, at least 51 percent of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

University of Illinois
Direct Deposit of Accounts Payable Authorization Agreement Form

To: Contractor
Address
Project:
Division:

Date:
Contract Amount:
Project Number:

NOTICE OF AWARD OF CONTRACT/NOTICE TO PROCEED CONSTRUCTION

The BOARD of TRUSTEES of the UNIVERSITY OF ILLINOIS on DATE notified your firm of its intent to award a contract to your firm for the above referenced division of work on this project.

The BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS and the Procurement Policy Board of the State of Illinois have approved the award of your firm's contract. We have received and executed all required documentation (Agreement, Payment Bond, Performance Bond, required Liability and Builders Risk Insurance, and Substance Abuse Prevention Program) to proceed with awarding you the above contract.

Pursuant to the terms of the Contract Documents, you are hereby notified to commence work at the start of business on DATE. The Substantial Completion Date set forth in the Contract Documents is ## calendar days from the start date shown above, and has been calculated to be DATE.

The Preconstruction Conference has been scheduled for DATE at TIME at the LOCATION. A representative from your firm should be present at this meeting. OR The Preconstruction Conference will be scheduled in the near future. Date, time and location will be forthcoming. A representative from your firm should be present at this meeting.

All vendors are required to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500/1 et seq.). Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions. Electronic copies of the required forms and the file naming convention are available online at: <http://www.uocpres.uillinois.edu/contractors/contracts>

The awarded low, responsive and responsible Bidder will be required to register with the Owner's Vendor Services Application, and will be required to ensure that all Bidders' subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 'General Conditions' are also registered in the Owner's Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>

I am the Owner's Representative and am authorized to administer your contract for and in the name of The Board of Trustees of the University of Illinois. A copy of the signed and executed Agreement for this project is enclosed. OR A copy of the signed and executed Agreement for this project will be sent under separate cover.

I appreciate your cooperation in responding to this notice and am looking forward to a pleasant working relationship with your firm on this project.

Sincerely,

OWNER'S REPRESENTATIVE NAME

PM/Sec
(Enclosure)
Copies:

To: Contractor
Address
Project:
Division:

Date:
Contract Amount:
Project Number:

NOTICE TO PROCEED

We have received and executed all required documentation (Agreement, Payment Bond, Performance Bond, required Liability and Builders Risk Insurance, and Substance Abuse Prevention Program) to proceed with awarding you the above contract. Pursuant to the terms of the Contract Documents, you are hereby notified to commence work at the start of business on DATE.

The Preconstruction Conference has been scheduled for DATE at TIME at the LOCATION. A representative from your firm should be present at this meeting. OR

The Preconstruction Conference will be scheduled in the near future. Date, time and location will be forthcoming. A representative from your firm should be present at this meeting.

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I am the Owner's Representative and am authorized to administer your contract for and in the name of The Board of Trustees of the University of Illinois. A copy of the signed and executed Agreement for this project is enclosed. OR A copy of the signed and executed Agreement for this project will be sent under separate cover.

I appreciate your cooperation in responding to this notice and am looking forward to a pleasant working relationship with your firm on this project.

Sincerely,

OWNER'S REPRESENTATIVE NAME

PM/Sec
(Enclosure)
Copies:

END OF DOCUMENT 00 50 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 60 00 - STANDARD CONTRACT ADMINISTRATION FORMS

(Standard Single Contract Sets)

Note: The forms in this document section are included for reference only. Forms are to be prepared by the Contractor or Professional Services Consultant, as applicable, and submitted at the appropriate time.

University of Illinois
CONTRACTOR'S SCHEDULE OF VALUES
 (LUMP SUM CONTRACTS)

Project: _____
 Contract Division: _____

Firm: _____
 Project #: _____

DESCRIPTION OF CONTRACT PAYMENT ITEMS						COST BREAKDOWN		
Line No.	CSI Sectn	Payment Item	Subcontractor/ Vendor (where applicable)	MBE/FBE* Status	Est Qty	Material & Equipment	Installation (Labor,Eq,etc)	Total
Subtotal Forward (if applicable):						\$	\$	\$
1								
2								
3								
4								
5								
6								
7								
8								
9								
10	00 70 00	Bonds and Insurance			%			
11	00 70 00	Overhead and Profit			%			
Total Contract Price						\$	\$	\$
CONTRACTOR'S CERTIFICATION			PROFESSIONAL SERVICES CONSULTANT AND OWNER APPROVALS					
Contractor: _____			PSC: _____		Board of Trustees			
By: _____			By: _____		Owner: <u>University of Illinois</u>			
Date: _____			Date: _____		By: _____			
			Date: _____		Date: _____			

*Indicate if subcontractor is a MBE or FBE otherwise leave blank. Attach MBE/FBE certification for all MBE/FBE subcontractors/vendors/suppliers identified herein.

Sheet No. _____ of _____

University of Illinois DATE: ____/____/____
 PAYMENT APPLICATION: PART I - PAYMENT CERTIFICATE for (mark appropriate box)
 () UNASSIGNED CONTRACTOR
 () PROFESSIONAL SERVICES CONSULTANT (PSC)
 () CONSTRUCTION MANAGER (CM)

Banner Doc #
 Address Sequence:

 Address Code:

 Check Print Location:

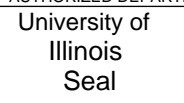
 1099? Y N
 Encl? Y N
 OBFS Approval:

PROJECT NAME: _____ PROJECT #: _____
 APPLICANT NAME & ADDRESS: _____
 City: _____ State: _____ Zip: _____
 CONTRACT DIVISION: _____
 VENDOR REFERENCE: _____ ENCUMBRANCE # _____
 APPLICATION #: _____ FINAL PAYMENT? Y N
 PAY PERIOD: ____/____/____ TO ____/____/____ BANNER VENDOR NUMBER: _____

1.0	CURRENT CONTRACT/AGREEMENT AMOUNT		\$ _____
1.1	Applicant's Accepted Base Bid and Alternates or Fee as applicable		\$ _____
1.2	Authorized Change Orders/Amendments for Applicant's Added Work:	_____ +	\$ _____
1.3	Authorized Change Orders/Amendments for Applicant's Deleted Work:	_____ -	\$ _____
1.4	TOTAL (1.1 through 1.3)		\$ _____
2.0	CURRENT PAYMENT DUE		
2.1	Total Value of Applicant's Work Completed to Date		\$ _____
2.2	Less _____% retained (round to nearest dollar):	-	\$ _____
2.3	Less Payments Previously Certified	-	\$ _____
2.4	Current Payment Due to Applicant		\$ _____

3.0 CERTIFICATIONS & APPROVALS	
3.1 Applicant's Certification I certify that the work covered by this application for payment has been completed to the point indicated herein, that the completed work is in accordance with the contract documents, and that the current payment identified above is now due. I further certify that, immediately upon receipt of the above payment, all Subcontractors, if any, will be promptly paid. By: _____ Date: _____ Authorized Representative	3.3 Professional Services Consultant's Certification PSC Based on the contract documents, my own observations of the progress of the work and the data comprising the above application, I certify to the Owner that the work has progressed to the point indicated, that the quality of the work appears to be in accordance with the contract documents, and that the Applicant is entitled to payment of the amount certified by him as being currently due. By: _____ Date: _____ Authorized Representative
3.2 Construction Mangers Certification (if applicable) CM: Based on the contract documents, my own observations of the progress of the work and the data comprising the above application, I certify to the Owner that the work has progressed to the point indicated, that the quality of the work appears to be in accordance with the contract documents, and that the Applicant is entitled to payment of the amount certified by him as being currently due. By: _____ Date: _____ Authorized Representative	3.4 Owner's Representative's Approval University of Illinois-construction unit responsible for the named project I approve payment of the amount certified above. By: _____ Date: _____ Authorized Representative

CFOAPAL (*required fields)								
Chart *	Fund *	Organization *	Account *	Program *	Activity	Location	SEQ #	\$
								\$
								\$
								\$

AUTHORIZED DEPARTMENT APPROVAL		FOR OBFS	SORT
	WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE PAYEE HAS SIGNED A STATEMENT, AS REQUIRED BY THE ILLINOIS PROCUREMENT CODE, AND THAT THE ABOVE BILL IS CORRECT AND PAYABLE FROM THE APPROPRIATION SHOWN. X	_____ CHAIRPERSON, BOARD OF TRUSTEES	

Distribution: University of Illinois construction unit responsible for the named project Professional Services Consultant CM Applicant

University of Illinois
CONTRACTOR'S PAYMENT APPLICATION – PART II
SCHEDULE OF WORK: OVERALL SUMMARY & MBE/FBE SUMMARY BY SUBCONTRACTOR

Project: _____ Contractor: _____
 Pay Period: _____ to _____
 Contract Value: _____ Application
 #: _____
 Contract _____
 Division: _____

DESCRIPTION OF CONTRACT PAYMENT ITEMS				COMPLETION STATUS					
A	B	C	D	E	F	G	H	I	J
Item No.	Description of Work ----- Assigned Subcontractor/ Subcontractor/ CSI	MBE/ FBE	Scheduled Value	% Cplt (H/D)	Work Completed: Previously Approved Applications	Work Completed: Due This Period	Total Completed and Stored (F+G)	Balance to Complete (D-H)	Total of: (H / Total of Contract)
Subtotal forward: MBE/FBE Subcontractors			\$		\$	\$	\$	\$	
Subtotal forward: All Contractors			\$		\$	\$	\$	\$	

Running Subtotal: MBE/FBE Subcontractors			\$		\$	\$	\$	\$	%
Running Subtotal: All Contractors			\$		\$	\$	\$	\$	%

University of Illinois
CONTRACTOR'S PAYMENT APPLICATION - PART III
AFFIDAVIT AND PARTIAL LIEN WAIVER FOR PREVIOUS PAYMENT REQUEST
(Required for the second through final payment requests.)

AFFIDAVIT

STATE OF ILLINOIS

)

) SS

COUNTY OF _____)

The Affiant, _____, being first
duly
sworn, upon the oath deposes and says the following:

1. Identification: The Affiant states that the Affiant is _____ of _____, hereinafter termed "the Contractor", who is the Contractor for the _____ project, hereinafter termed "the Project", constructed for The Board of Trustees of the University of Illinois, hereinafter called "the Owner", under a written agreement dated _____ entered into by and between the Contractor and the Owner, and pertaining to said Work on the Project.

2. Receipt of Previous Payments and Partial Waiver of Lien: The Affiant further states that the Contractor has received payments to date from the Owner totaling _____ Dollars (\$ _____), which includes the sum certified under the Contractor's previous partial payment request, and that the Contractor hereby waives all right to a mechanic's lien on the funds and property of the Owner to the extent to which payment has been made. The Contractor, however, reserves all right to a lien against the property or funds of the Owner for such work, labor, or material that is yet to be performed or furnished under the above contract and for any amount or amounts which may yet be due and owing to the Contractor, including retainage held by the Owner. Previously certified payments, if any, that have not been received by the Contractor are stated below:

CONTRACTOR'S PAYMENT APPLICATION - PART III
 AFFIDAVIT AND PARTIAL LIEN WAIVER FOR PREVIOUS PAYMENT REQUEST

3. Payments for Work Over \$1,000 in Value: The Affiant further states that the following persons or firms in accordance with Articles 6 and 12 of the General Conditions have been contracted with, have done or are doing labor, have furnished or are furnishing materials, or have performed or are performing services on the project of a total value of more than ONE THOUSAND DOLLARS (\$1,000.00):

Name of Subcontractor/ Vendor /Supplier	Subcontract Work, Materials, or Equipment Provided	Current Value of Purchase Order Or Subcontract	*Total Paid to Date	*Unpaid Amount Previously Requested (incl. retainage)	*Pending Balance
TOTALS					

- *Notes: Pursuant to Articles 6 and 12 of the General Conditions:
1. For all Contractor payment requests except the final, the actual distributions made (or not made) to subcontractors/vendors/suppliers should correspond to amounts requested in the Contractor's previous payment requests.
 2. For the Contractor's final payment request, all subcontractors/vendors/suppliers should be paid in full.
 3. Provide detailed explanations in section 4 of this form for all payments due to subcontractors from the Contractor's previous payment requests that have not been made in accordance with the abovementioned contract provisions.

CONTRACTOR'S PAYMENT APPLICATION - PART III
 AFFIDAVIT AND PARTIAL LIEN WAIVER FOR PREVIOUS PAYMENT REQUEST

4. Exceptions (Payments Not Made for Work Over \$1,000 in Value): The Affiant further states that the amounts set opposite the preceding names have been paid and completely satisfied and that no such person or firm has any claim against the Owner for any labor, materials, or services furnished or work done by them on such account. Exceptions, if any, are stated below:

Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____

5. Payments for Work \$1,000 or Less in Value: The Affiant further states that all persons or firms who have done or are doing labor, have furnished or are furnishing materials, or have performed or are performing services on the project of the total value of ONE THOUSAND DOLLARS (\$1,000.00) or less, have been paid in full and completely satisfied for the labor done, materials furnished, or service performed to the date hereof, and have no claims against the Owner for labor, materials or services done, furnished or performed by them on such account. Exceptions, if any, are stated below:

Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____
Firm _____ \$ _____	Firm _____ \$ _____

6. Compliance with the Contract Documents: The Affiant further states that this affidavit is made on behalf of the Contractor for the purpose of complying with the Contract Documents.

Subscribed and sworn to before me this
 _____ day of _____ 20_____.

 Notary Public
 My Commission Expires _____
 (Date)

Contractor _____
 By _____
 Title _____

University of Illinois
CONTRACTOR'S PAYMENT APPLICATIONS: PART IV - EMPLOYEE UTILIZATION REPORT

Contractor: _____

 Contract Division: _____
 Contract Value: _____
 Contractor's IDHR #: _____

Project: _____
 Project #: _____
 Owner: Board of Trustees, University of Illinois
 % Complete: _____
 Payment No.: _____ Date: _____
 Pay Period: _____ to _____

TABLE A: CONTRACTOR'S WORKFORCE (includes Direct Subcontractors)

TABLE B

Trade Codes	Job Titles	Total Employee		Black/African American		Hispanic American		Asian American		Native American/Alaskan Native		Employee Hours Worked			
		M	F	M	F	M	F	M	F	M	F	Total	Mnrty	F	
G1	Laborers														
G1	Project Superintendent														
G2	Equip Operators														
G2	Truck Drivers														
G3	Cement Finishers														
G4	Brick Masons														
G5	Ironworkers														
G6	Carpenters														
G7	Roofers/Metal Roofers														
G8	Glaziers														
G9	Ceramic Tile Setters														
G9	Painters														
G9	Plasterers/Drywallers														
G14	Elevator Mechanics														
P15	Plumbers														
P/H15	Insulators														
H15	Pipefitters														
H15	Refrig Mechanics														
H15	Temperature Control														
V15	Air Test & Balancing														
V15	Sheet Metal														
FP15	Sprinkler Fitters														
E16	Electricians														
E16	Telecom Installers														
	TOTALS														

University of Illinois
**CONTRACTOR'S PAYMENT APPLICATIONS: PART IV -
 EMPLOYEE UTILIZATION REPORT**

TABLE C: DIRECT SUBCONTRACTORS INCLUDED IN THIS REPORT

Subcontractor Included for this Report	Direct Subcontractor	Subcontract and Work	IDHR # (or FEIN)	Applicable Trade Codes
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____	_____

CERTIFICATION: The undersigned Contractor certifies that the information in this report is true and complete.

By: _____

Title: _____

DISTRIBUTION: Personnel Service EEO Office - 1 copy
 Contract File - 1 copy

UNIVERSITY OF ILLINOIS
 CONSTRUCTION CONTRACT CHANGE ORDER for
 * Contractor (no assignment)

UI Change Order No. _____
 Change Order Amount _____
 UI Document No. _____
 UI Encumbrance No. _____

Project Name _____
 Contractor _____
 Name/
 Address _____
 PSC Project No. _____

UI Project No. _____
 Division of Work _____
 Contractor Project No. _____

The above referenced contract is hereby amended to provide for the following described change(s) upon the terms set forth below:
 Contractor shall provide: (SCOPE)

Original Calendar Days to Complete the Work	_____	Original Contract Amount	\$ _____
Increase/(Decrease) in Calendar Days by Previous Change Orders	_____	Total of Previous Change Order(s)	\$ _____
Increase/(Decrease) in Calendar Days by this Change Order	_____	Increase/(Decrease) by this Change Order	\$ _____
Current Calendar Days to Complete the Work	_____	Revised Contract Amount	\$ _____
Revised Substantial Completion Date	___/___/___		

As changed hereinabove, the above referenced contract shall continue in full force and effect.

CLASSIFICATION (for UI use only)					BUDGET/SCOPE (for UI use only)	
Client Request	PSC Error	CM Error	Code/Std	Unforeseen Conditions	Does NOT affect project budget and/or scope	
Staff Changes/Scope	PSC Omission	CM Omission	Delivery/Schedule	Closeout	Affects project budget and/or scope (see attached documentation)	

Chart *	Fund *	Organization *	Account *	Program *	Activity	Location

THE UNDERSIGNED HEREBY CERTIFY THAT THIS CONTRACT CHANGE ORDER IS GERMANE TO THE ORIGINAL CONTRACT AS SIGNED AND THAT THE CIRCUMSTANCES NECESSITATING THIS CONTRACT CHANGE ORDER WERE NOT REASONABLY FORESEEABLE AT THE TIME THE CONTRACT WAS SIGNED. THIS CONTRACT CHANGE ORDER IS IN THE BEST INTEREST OF THE UNIVERSITY OF ILLINOIS AND IS AUTHORIZED BY LAW.

PSC/CM/Contractor Approvals		University of Illinois Approvals	
_____	Date _____	_____	Date _____
Contractor		Campus	
_____	Date _____		
Construction Manager (CM) (if applicable)			
_____	Date _____		Date _____
Professional Services Consultant (PSC)		Board of Trustees of the University of Illinois -	
		Comptroller	

Document Source: Template No Changes Contract Type: Capital Contract Sub Type: Construction

Date

Project Title

Emergency Work Authorization (EWA) (No. _____)

Field Directive (FD) (Reference RFP # _____)

Reason for Urgency:

Description of Problem:

Action to be Taken:

Total "Not to Exceed" Cost to Complete (Labor, Material, Mark up, etc.):

Minimum information to be included in this section: Costs shall not exceed \$AMOUNT without prior written authorization by the Owner. Work to be invoiced on an hourly basis with daily time records submitted to the Contractor and Professional Services Consultant for approval. Time and Material backup information required for full payment at completion of Work. THE UNDERSIGNED HEREBY CERTIFY THAT THIS WORK IS GERMANE TO THE ORIGINAL CONTRACT AS SIGNED AND THAT THE CIRCUMSTANCES NECESSITATING THIS FIELD DIRECTIVE/EMERGENCY WORK AUTHORIZATION WERE NOT REASONABLY FORESEEABLE AT THE TIME THE CONTRACT WAS SIGNED. THIS FIELD DIRECTIVE/EMERGENCY WORK AUTHORIZATION IS IN THE BEST INTEREST OF THE UNIVERSITY OF ILLINOIS AND IS AUTHORIZED BY LAW.

Work Completion Required By: _____ Date _____.

Remarks:

Recommended by:

CONTRACTOR (Name, Firm and Division(s) of Work)

Reviewed by: _____
PSC (scope & estimated cost(s) reviewed)

Reviewed by: _____
CM (scope & estimated cost(s) reviewed)

Reviewed by: _____
PM (scope & estimated cost(s) reviewed)

Approved by:

DIRECTOR or above for all EWA's (CCU/UOCP&RES)
PROJECT MANAGER or above per approval authority
for Field Directives.

pm/sec

c: Professional Services Consultant
Construction Manager (if applicable)
Contractor(s)
Project File

University of Illinois
CONTRACTOR'S AFFIDAVIT FOR REDUCTION IN RETAINAGE

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

The Affiant, _____, being first duly sworn, upon oath deposes and says:

1. That the Affiant is _____ of _____ (hereinafter: "the Contractor") who is the Contractor for the _____ Work upon the _____ project constructed for The Board of Trustees of the University of Illinois, (hereinafter: "the Owner") under a written contract dated _____ between the Contractor and the Owner pertaining to the project;
2. That the Work under said contract is at least 90% complete and, to the extent completed, is satisfactory and in accord with the provisions of the contract;
3. That all subcontractors, vendors, and suppliers who have furnished labor, materials, and/or equipment to or who have performed Work for the Contractor in connection with said contract or project of a total value of more than \$1,000 have been paid all sums currently due and have no liens, claims, or demands against the Owner or the State of Illinois other than that due for retainage and uncompleted Work or services shown on the attached affidavit for the previous payment request;
4. That all subcontractors, vendors, and suppliers who have furnished labor, materials and/or equipment to or who have performed Work for the Contractor in connection with said contract or project of \$1,000 or less in value have been paid in full and have no liens, claims or demands against the Owner or the State of Illinois;
5. That the attached affidavit for the previous payment request, partial and final waivers of lien, or other evidence satisfactory to the Owner cover all labor, materials and equipment furnished and all Work performed upon said project and that there are no other liens, claims, and demands which have been, or could be, asserted against the Owner and/or the State of Illinois in connection with said contract or project;
6. That this affidavit is made on behalf of the Contractor for the purpose of reducing the retainage that has heretofore been withheld by the Owner under the provisions of Article 12 of the General Conditions (entitled "Payments") to the fixed sum of _____ Dollars (\$_____) (rounded to two significant digits), which represents approximately _____ percent of the total contract value; and
7. That payment of said funds previously retained will satisfy any and all claims and demands which the Contractor may have or assert against the Owner and/or the State of Illinois, except the claim for the remaining unpaid balance on said contract, which includes the above-mentioned remaining retainage.

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Contractor: _____

Notary Public: _____

By: _____

My Commission Expires: _____

Title: _____

University of Illinois
CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

The Affiant, _____, being first duly sworn, upon oath deposes and says:

1. That the Affiant is _____ of _____ (hereinafter: "the Contractor") who is the Contractor for the _____ Work upon the _____ project constructed for The Board of Trustees of the University of Illinois, (hereinafter: "the Owner") under a written contract dated _____ between the Contractor and the Owner pertaining to the project;
2. That all bills incurred by the Contractor for labor and materials furnished by Contractor and for Work performed by Contractor in connection with said contract or project have been paid in full;
3. That all subcontractors, vendors, and suppliers who have furnished labor, materials, and/or equipment to or who have performed Work for the Contractor in connection with said contract or project have been paid in full and have no liens, claims, or demands against the Owner or the State of Illinois;
4. That this affidavit is made for the purpose of obtaining payment to the Contractor of the sum of _____ Dollars (\$_____) which constitutes the full unpaid balance due the Contractor for all labor, materials, and equipment furnished to and all Work performed upon said project by the Contractor, whether under and pursuant to the provisions of said Contract and all subsequent modifications thereof or otherwise; and
5. That the payment of said sum to the Contractor will constitute payment in full to Contractor and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner and/or the State of Illinois in connection with said contract or project.
6. That the total value of the contract as identified above is as follows:

Shell	Fixed Equipment	Movable Equipment	Building Service Systems
CSI 01-10, 13, 21, 31-34 (including all changes to contract)	CSI 11, 41, 42, 45 (equipment)	CSI 12 (furnishings)	CSI 14 (conveying systems)
\$	\$	\$	\$

Building Service Systems	Building Service Systems
CSI 22, 23, 44 (mechanical)	CSI 25-28, 40, 48 (electrical)
\$	\$

Subscribed and sworn to before me this

_____ day of _____, 20_____.

Contractor: _____

Notary Public: _____

By: _____

My Commission Expires: _____

Title: _____

University of Illinois
CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project

Contractor

Name: _____

Name: _____

Address: _____

Address: _____

City State Zip

City State Zip

Owner: The Board of Trustees of the University of Illinois

Contract Division: _____

Contract Date: ____/____/____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner or the State of Illinois appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist under and by virtue of an act of the General Assembly of the State of Illinois entitled, "Mechanics Lien Act", as amended.

The undersigned further hereby acknowledges that the sum of _____ Dollars (\$_____) constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner and/or the State of Illinois in connection with said contract or project.

Dated this ____ day of _____ 20____

Witness to Signature:

Contractor

By: _____

Title: _____

University of Illinois
 FINAL RELEASE AND WAIVER OF LIEN FOR
 SUBCONTRACTORS/VENDORS/SUPPLIERS

<u>Subcontractor/Vendor/Supplier</u>	<u>Project</u>	<u>Contractor</u>
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Work Done: _____	Owner: <u>The Board of Trustees of the University of Illinois</u>	Work Done: _____
Subcontract/PO#: _____		Contract Date: ___/___/___

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Subcontractor/Vendor/Supplier hereby waives, discharges and releases any and all liens, claims, and rights to liens against the above-mentioned project, against any and all other property owned by or the title to which is in the name of the above-referenced Owner, against any and all funds of the Owner or the State of Illinois appropriated or available for the construction of said project, and against any and all warrants drawn upon or issued against any such funds or monies, which the undersigned may have or may hereafter acquire or possess as a result of the furnishing by the Subcontractor/Vendor/Supplier of labor, materials, and/or equipment or the performance of Work by the Subcontractor/Vendor/Supplier on or in connection with said project, whether under and pursuant to the subcontract between Subcontractor/Vendor/Supplier and the above-referenced Contractor pertaining to said project or otherwise, and which said liens, claims, or rights of lien may arise and exist under and by virtue of an act of the General Assembly of the State of Illinois entitled, "Mechanics Lien Act", as amended.

The undersigned Subcontractor/Vendor/Supplier acknowledges that it has no claim or demand of any nature or amount against the Owner for furnishing any labor, materials and/or equipment for, or the performance of any work upon said project, or for anything arising or occurring in connection with said project, whether under said contract between the undersigned and said Contractor or otherwise, and hereby fully and completely releases and discharges the Owner and/or the State of Illinois from any and all such claims.

Dated this ___ day of _____ 20____

Witness to Signature: _____

 Subcontractor/Vendor/Supplier

By: _____

Title: _____

University of Illinois
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: _____ Project #: _____

Owner: The Board of Trustees of the University of Illinois

Professional Services Consultant: _____

Contractor: _____

Inspection Date: ____/____/____

Owner Possession Date: ____/____/____

Contract Division: _____

INSPECTION

<u>Inspection Participants</u>	<u>Representing (Firm or Agency)</u>	<u>Areas or Sections Inspected for Occupancy</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST

A list of items to be completed or corrected by the Contractor prior to final payment has been prepared by the Professional Services Consultant and is attached to this document. Failure to include any uncompleted, faulty or deficient item on the list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise required by the specifications, the Contractor shall guarantee all of the work performed under this contract against defects in material and workmanship in accordance with the Contract Documents and Federal and State laws and regulations.

POSSESSION

The above referenced Project area has been inspected and found to be substantially complete and ready for Owner possession and occupancy in accordance with the Contract Documents. The Owner accepts full possession and responsibility for the above designated Project or area at 12:01 p.m. of the Owner possession date. The responsibility of the Contractor for utilities ceases at the stated possession time. The insurance required under the contract remains the responsibility of the Contractor.

FINAL PAYMENT

The Contractor shall notify the Professional Services Consultant and the Owner in writing (in accordance to Article 9.7 of the General Conditions) when the Work is fully completed and ready for final inspection. The Professional Services Consultant, upon finding the Work acceptable and the contract fully performed, shall promptly certify final payment to the Contractor in accordance with the Contract Documents.

CERTIFICATE OF SUBSTANTIAL COMPLETION
EXTENDED WARRANTIES

Extended warranties are listed below:

Item	CSI Section	Date of Commencement	Duration	Date of Expiration
1.		/ /		/ /
2.		/ /		/ /
3.		/ /		/ /
4.		/ /		/ /
5.		/ /		/ /
6.		/ /		/ /
7.		/ /		/ /
8.		/ /		/ /
9.		/ /		/ /
10.		/ /		/ /
11.		/ /		/ /
12.		/ /		/ /

Failure to include any item on the extended warranty list does not relieve the Contractor of the responsibility to guarantee the Work in accordance with the Contract Documents. (Attach any bonds or guarantees required by the Contract Documents or documentation of extended warranty dates agreed upon by the undersigned parties.)

SIGNATURES

Contractor	Firm
Construction Manager (when applicable)	Firm
Professional Services Consultant	Firm
Facilities Management Representative (UIC only)	Office/Dept
Campus Construction Unit PM	Office/Dept

- Copies: All above signed parties
 Affirmative Action
 Risk Management
 UIUC/UIS Physical Plant Representative
 UIC Director, Project Management Services, OCP
 Campus Parking
 Departmental Representative
 Project File

UNIVERSITY OF ILLINOIS
Urbana-Chicago-Springfield
Contractor/Subcontractor Request For Proposal Breakdown Summary

RFP INFORMATION
PROJECT:
RFP NO:
RFP DATE:
CONTRACTOR:

SUMMARY OF DETAILED BREAKDOWN			
	<u>ADDITIONS</u>	<u>DELETIONS</u>	<u>NET TOTAL</u>
A. MATERIAL	\$	\$	\$
B. LABOR	\$	\$	\$
C. OTHER	\$	\$	\$
D. NET TOTAL	(Lines A+B+C)		\$
E. OVERHEAD AND PROFIT	(Line D x 15%; if net total is credit, then 5%)		\$
F. SUBTOTAL, CONTRACTOR	(Lines D+E)		\$

CONTRACTOR'S MARKUP ON WORK OF SUBCONTRACTORS			
	<u>SUBCONTRACTOR: Firm Name</u>	<u>CONTRACT WORK: Description</u>	<u>PROPOSAL</u>
1.	_____	_____	\$
2.	_____	_____	\$
3.	_____	_____	\$
4.	_____	_____	\$
5.	_____	_____	\$
G.	SUBTOTAL of all work performed by the contractors subcontractors		\$
H.	CONTRACTOR'S MARK-UP on work of subcontractors		\$
I.	SUBTOTAL, SUBCONTRACTORS		\$
	(Line G x 5%; if subtotal is credit, then 0%)		\$
	(Lines G+H)		\$

PROPOSAL			
J.	WORK PERFORMED BY CONTRACTOR AND SUBCONTRACTORS (Lines F+I)	\$	
K.	INSURANCE*, BOND AND TAXES (enter % here)--> 0.00%	\$	
L.		\$	

* Include builder's risk insurance coverage increase if contractor is carrying builder's risk insurance and if change order impacts builder's risk insurance.

The request for proposal will increase (decrease) the contract amount.
Work will increase (decrease) the contract completion date by _____ calendar days.

CONTRACTOR SIGNATURE: _____ DATE: _____
Title: _____

Rev. 1/01

**PROFESSIONAL SERVICES BILLING FORM
UNIVERSITY OF ILLINOIS**

PROFESSIONAL SERVICES CONSULTANT (PSC): _____
 PROJECT: _____
 OWNER'S REPRESENTATIVE: _____
 AGREEMENT DATE: _____

INVOICE DATE: _____
 UNIVERSITY PAYMENT#: _____
 PAY PERIOD: _____ To _____
 FEIN/FTIN #: _____

CONSULTANT SECTION: (Includes Subconsultant's fees)							
DESCRIPTION PHASE AND/OR AMENDMENT NO.**	CONSULTANT MBE/FBE/NA STATUS	SCHEDULED VALUE	EARNED TO DATE	AMOUNT PREVIOUSLY BILLED	AMOUNT OF THIS BILLING	TOTAL BILLED TO DATE	UNBILLED BALANCE
TOTALS							

SUBCONSULTANT SECTION:							
SUBCONSULTANT (of the above totals, identify how much will be paid out to Subconsultants for each phase)	SUB CONSULTANT MBE/FBE/NA STATUS	SCHEDULED VALUE	EARNED TO DATE	AMOUNT PREVIOUSLY BILLED	AMOUNT OF THIS BILLING	TOTAL BILLED TO DATE	UNBILLED BALANCE

** Includes individual listing of any consultant/subconsultant either within original contract or those added by amendment(s).

NOTE: Attach appropriate statements, time sheets, invoices, etc.

Remarks: _____

Submitted by: _____
 (Professional Services Consultant)

Approved by: _____
 (Owner's Representative)

END OF DOCUMENT 00 60 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 70 00 – GENERAL CONDITIONS
(Standard Multiple and Single Contract Sets)

GENERAL CONDITIONS

1.0 ARTICLE 1 - DEFINITIONS

- 1.1 "Applicable Laws" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all federal, administrative, state, local, municipal, and other governing bodies having jurisdiction over the Project or the performance of the Work.
- 1.2 "Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision of the requirements of the Contract Documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof. All additional expenditures related to Work performed or material purchased through an agreement with a Contractor will ultimately take the form of a Change Order.
- 1.3 "Construction Documents" means the complete and final design and construction documents provided by Professional Services Consultant pursuant to the contract between Owner and Professional Services Consultant and shall include the drawings, specifications, and all changes and modifications thereto, prepared by or on behalf of Professional Services Consultant for use in constructing the Project, performing the Work, and rendering the Project fully operational.
- 1.4 "Contract Documents" See paragraph 2.1 herein.
- 1.5 "Emergency Work Authorization" means a written order to a Contractor executed by the Owner in accordance with the Agreement and directing an adjustment to the Contract Document requirements. An Emergency Work Authorization shall be utilized only in instances of a threat to public health or safety, loss of or damage to property or the integrity of vital records, or serious disruption of essential services. Issuance of an Emergency Work Authorization is entirely within the discretion of the Owner. Prior to commencement of Work, the Owner shall set forth on the appropriate form "not-to-exceed" time and material costs for the contemplated expenditure. An Emergency Work Authorization is preliminarily authorized/supported with appropriate documentation and ultimately utilizes the Change Order form.
- 1.6 "Field Directive" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof. Field Directives may only be utilized in distinct and exceptional situations when, due to circumstances beyond the Owner's control, a proposed Change Order is in dispute or the contemplated time of completion for the normal Change Order process could adversely affect the project. Prior to commencement of Work, the Owner shall set forth on the appropriate form "not-to-exceed" time and material costs for the contemplated expenditure. A Field Directive is preliminarily authorized/supported with appropriate documentation and ultimately utilizes the Change Order form.
- 1.7 "Final Completion" means the completion by the Contractor of all Work required by, and in strict compliance with, the Contract Documents.

- 1.8 "Good Faith Effort Period" means the Bidder has ten (10) calendar days after the bid opening to submit documentation of its good faith efforts to achieve the MBE/FBE goals if the goals are not met.
- 1.9 "MBE/FBE Participation Cure Period" means if the Bidders fail to meet the MBE/FBE participation goal at the time of bid submittal, they are granted a cure period of ten (10) calendar days to meet the goal. The cure period shall run concurrently with the Good Faith Effort Period.
- 1.10 "Owner's Representative" means the individual named by Owner, in writing and as such writing may be amended from time to time, to act on Owner's behalf in the administration of this contract. Except as set forth in the specifications, Division 01 00 00 - General Project Requirements, the Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.
- 1.11 "Professional Services Consultant" means the architect, engineer or other professional named in the Agreement and any successor that Owner may retain in connection with the Project.
- 1.12 "Project" means the project identified on page one of the Agreement.
- 1.13 "Subcontracts" means the contracts between Contractor and any Subcontractor, including any contracts assigned to the Contractor by the Owner.
- 1.14 "Subcontract Costs" means those sums properly paid or due and payable to Subcontractors under the terms of the Subcontracts.
- 1.15 "Subcontractor" means any person or entity having a direct or assigned contract or purchase order with Contractor for the performance or supply of all or any portion of the Work required by the Contract Documents or the supply of any materials, services, equipment or installation services required by the Contract Documents.
- 1.16 "Substantial Completion" means that stage of completion of the Project, or such agreed discrete portion thereof, such that the Work and the Project, or such agreed discrete portion thereof, are functionally and legally usable by Owner for the purpose for which they are intended.
- 1.17 "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things required by the Contract Documents to be performed or supplied. For purposes only of determining Final Completion, "Work" shall not include those things expressly required by the Contract Documents following Final Completion.

2.0 ARTICLE 2 - THE CONTRACT DOCUMENTS

- 2.1 Contract Documents Defined. The contract between the parties consists of the "Contract Documents." The Contract Documents include the Agreement, these General Conditions, the Construction Documents, any supplemental conditions, any special conditions, any subsequent Change Orders, field orders, and other written amendments to the Agreement, and all documents expressly annexed as part of the Agreement. Documents not described above are not Contract Documents and do not constitute part of the contract between the parties.
- 2.2 Priority of Documents. In the event of any conflict, discrepancy, or inconsistency among the Contract Documents, interpretation shall be based on the following descending order of priority:
 - 2.2.A the Agreement.
 - 2.2.B supplemental or special conditions (if any).
 - 2.2.C the General Conditions.

- 2.2.D specifications.
- 2.2.E drawings, and among the drawings, the following:
 - 2.2.E.1 as between figures given on drawings and scaled measurements, the figures shall govern;
 - 2.2.E.2 as between large scale drawings and small scale drawings, the large scale drawings shall govern.

In the event that Work is called for by the drawings but not by the specifications, or by the specifications but not by the drawings, the Contractor shall be responsible for such Work.

- 2.3 Intent. The intention of the Contract Documents is to include all labor, materials, equipment, transportation, construction plant, and facilities necessary for the proper execution and completion of the Work, and the terms and conditions of payment therefor. All work not specifically excluded in the Contract Documents which is reasonably and properly inferable therefrom, or from accepted trade practice, or which is necessary for the proper completion of the Work, is included even though not specifically mentioned in or called for by the Contract Documents.

3.0 ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

- 3.1 Representations and Warranties. Contractor makes the following representations and warranties to Owner:
 - 3.1.A Contractor is professionally qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits, and other authorizations necessary to act as the Contractor for the Project and to perform the Work required hereunder.
 - 3.1.B Contractor has become familiar with the Contract Documents provided to date and will become familiar with all provided hereafter, and has become familiar with the Project site and the local conditions under which the Project is to be constructed.
 - 3.1.C Contractor has the capability and experience, including sufficient qualified and competent supervisory personnel, to efficiently and timely accomplish the Work, and Contractor will continuously furnish sufficient personnel to accomplish the Work in a timely and efficient manner.
 - 3.1.D Contractor shall comply, and shall cause all Subcontractors to comply, with all Applicable Laws.
 - 3.1.E Contractor assumes full responsibility to Owner for the acts and omissions of its officers, employees, Subcontractors, consultants, and others employed or retained by it or them in connection with the performance of the Work.
 - 3.1.F Contractor warrants to Owner that all labor furnished to perform the Work under the Contract Documents will be competent to perform the tasks undertaken, that the product of such labor will yield only 4 3 5 results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by the Contract Documents, and that the Work will be of good quality, free from faults and defects, and in strict conformance with the Contract Documents. Any Work not conforming to these requirements may be considered defective.
 - 3.1.G All obligations related to or arising from all representations and warranties made in the Contract Documents shall be obligations of, and shall be deemed incorporated in, the performance bond furnished by Contractor.
- 3.2 Enumerated Representations and Warranties Not Exhaustive. The representations and warranties enumerated in this Article 3 operate in addition to, and shall not supersede,

limit, or restrict any other duty, responsibility, representation, or warranty, express or implied, created or required by the Contract Documents or by law.

4.0 ARTICLE 4 - CONTRACTOR'S DUTIES: GENERAL PROVISIONS

- 4.1 Generally. Contractor shall perform and provide the Work required by, or reasonably implied by or inferable from, the Contract Documents, shall be responsible for the construction of the Project in conformance with the requirements of the Contract Documents, and shall pay for all labor, supervision, materials, supplies, furnishings, fixtures, equipment and things required by the Contract Documents.
- 4.2 Standard of Care. Contractor shall perform the Work at a level, and be judged by a standard of care, that is consistent with the standards and quality prevailing among nationally recognized contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity. Contractor shall carry out and complete the Work in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in strict accordance with the Contract Documents.
- 4.3 Permits, Notices, and Fees. Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for completion of the Work which are customarily secured after execution of the contract. The Contractor shall comply with, and give notices required by, Applicable Laws. Except as above provided, Owner shall obtain necessary approvals, easements, and shall pay for assessments and charges required for construction.
- 4.4 Compliance with Applicable Laws. Contractor shall reasonably ensure that the Work is performed, and the Project is constructed, in a manner which meets the requirements of all Applicable Laws relating to the construction, occupation, and operation of the Project, including, but not limited to, building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws shall be deemed minimum standards for the Project. Where the requirements of the specifications and the accompanying drawings exceed those of the Applicable Laws, the drawings and specifications shall control. Contractor shall immediately report to Owner's Representative in writing any known or anticipated violation by any Subcontractor of any Applicable Law.
- 4.5 Communications in Writing. All communications relating to the Project between Contractor and Owner's Representative shall be in writing or, as applicable, shall be confirmed in writing.
- 4.6 Reporting Anticipated Delays. Should Contractor, at any time during the course of the Project, have reason to believe that Contractor, Professional Services Consultant, or any Subcontractor will be unable to meet a completion date of any activity which is on the critical path of the Project or which may delay Contractor, any Subcontractor, the Professional Services Consultant, or the progress of the Project, Contractor shall immediately notify Owner's Representative in writing, stating the reason for the delay, describing steps being taken to remedy the delay, and recommending steps for eliminating or reducing the extent and impact of such delays.
- 4.7 Duty to Correct. Contractor shall promptly correct any errors, omissions, deficiencies, or conflicts in the Work at its own cost and without additional compensation or reimbursement, and Contractor shall not be compensated or reimbursed for performing any services necessitated by its failure to perform in strict accordance with the Contract Documents.
- 4.8 Cooperation of Contractor and Subcontractors. The Contractor shall cooperate and work in harmony with its Subcontractors and other contractors so that all of the Work will be performed without undue delay or friction.

The Contractor shall allow its Subcontractors and other contractors adequate time to furnish and locate sleeves, openings, inserts, hangers, anchors, conduits, and other items of any description which are to be built into the Work. Any delays or prospect of delay shall be promptly reported in writing to the Professional Services Consultant.

If any part of the Contractor's Work depends for proper execution or results upon other work, the Contractor shall inspect and promptly report to the Professional Services Consultant any defects in such Work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other work as fit and proper for the reception of the Contractor's Work, except as to defects which may develop in the other work after the execution of the Contractor's Work.

To insure the proper execution of the Contractor's subsequent Work, the Contractor shall measure Work already in place and shall at once report to the Professional Services Consultant any discrepancy between the executed Work and the Drawings.

5.0 ARTICLE 5 - CONSTRUCTION SCHEDULE

- 5.1 Preparation of Schedule. Within fifteen (15) days after receipt of the Notice to Proceed from the Owner, Contractor shall provide to Owner's Representative and Professional Services Consultant a detailed schedule for performance of all of the Work (the "Construction Schedule"). The Construction Schedule shall be in such form as Owner may require, shall, unless otherwise agreed by Owner in writing, utilize the critical path method of scheduling, and shall conform to the established Substantial Completion Date. The Construction Schedule shall coordinate and sequence all activities and performance by all participants in the construction of the Project, including Owner, Contractor, Professional Services Consultant and Subcontractors. The Construction Schedule shall identify those activities and events which are on the critical path.
- 5.2 Owner's Acknowledgment of Construction Schedule. Upon Owner's written acknowledgment of the Construction Schedule, Contractor may proceed in accordance therewith; provided, however, Owner's acknowledgment of any schedule shall only indicate Owner's acknowledgment of the dates contained therein and shall not constitute ratification or approval of the accuracy, adequacy, or logic of such schedules, or of the means, methods, manner or sequence of Work contained in such schedules. Owner's acknowledgment of the Construction Schedule shall in no way diminish Contractor's duties to schedule and coordinate the Work, which shall remain Contractor's sole responsibility, and shall not diminish or excuse Contractor's duties to perform in a manner so as to achieve timely completion of the Project. In no event shall updates to the Construction Schedule provided by Contractor whether or not objected to or acknowledged by Owner, constitute evidence of an adjustment in the Substantial Completion Date or Contractor's entitlement to additional compensation hereunder.
- 5.3 Updating of Schedules. Contractor shall update the Construction Schedule on a monthly basis throughout the construction of the Project to reflect accurately Work accomplished and to be accomplished. Such updates of the Construction Schedule shall be furnished to Owner's Representative and Professional Services Consultant monthly and shall detail all elements of Project progress and shall identify any delays relating to any activity on the critical path of the Project, the cause and extent of same, the projected impact on Substantial Completion of the Project by the Substantial Completion Date, and steps being taken and recommendations for eliminating or reducing the extent of such delays.
- 5.4 Expediting to Maintain Schedule. Contractor at its sole expense, shall take all reasonable steps to expedite performance of any activity, contract, delivery, or inspection where necessary to mitigate any delay, to maintain the Construction Schedule, and to achieve Substantial Completion by the Substantial Completion Date.

6.0 ARTICLE 6 - SUBCONTRACTS

- 6.1 Contractor to Subcontract. Contractor shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Contractor. Except as set forth in paragraph 6.2, Contractor shall, within thirty (30) days after notification of award of the contract, notify the Owner and the Professional Services Consultant in writing of the names of Subcontractors proposed for the principal parts of the Work and for such others as the Professional Services Consultant may direct. Contractor shall simultaneously provide the Professional Services Consultant and the Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Contractor's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within seven (7) days of its receipt of such information, Owner shall be deemed to have no such objection and Contractor may execute such Subcontract and shall furnish Owner a copy of same. Contractor shall not subcontract for any part of the Work with any Subcontractor or consultant (including affiliates and subsidiaries of Contractor) who is not properly licensed or against whom Owner has a reasonable objection. The Contractor shall bind every Subcontractor by all of the provisions of the Contract Documents which are applicable to such Subcontractor's Work unless specifically noted to the contrary in a Subcontract approved in writing by the Owner. The Contractor shall pay the Subcontractor the amount allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein, or pay the Subcontractor to such extent as may be provided by the Contract Documents or the Subcontract, if either of these provides for earlier or larger payments than the above. Nothing in paragraph 6.1 shall create any obligation on the part of the Owner to pay or to see to the payment of any sums to any Subcontractor.
- 6.2 Related Parties. Contractor must notify Owner in writing of the specific nature of any contemplated transaction with any Related Party and any such transaction must be approved in writing by Owner before the transaction is consummated or costs are incurred. A "Related Party" may include any of the following: a parent, subsidiary or other entity having common ownership or management with Contractor; entities in which stockholders in, or management employees of, Contractor owns an interest; any person or entity with the right to control the business or affairs of Contractor; and any member of the immediate family of any such person. The terms of any such transaction shall conform to the requirements of the Contract Documents, including, but not limited to, the right to audit books and records pertaining to the Work undertaken by such Related Party, which audit may be undertaken by Owner or its representatives. All other terms and provisions of any such subcontract are subject to Owner's approval. All savings under any such subcontract shall be applied to reduce the Owner's costs under this Agreement and profit related to the transaction shall not be payable to any such Related Party.
- 6.3 Assignment of Contracts. In compliance with the Illinois Procurement Code, the following five (5) subdivisions of the Work, if applicable to this Project, were separately advertised for bids by the Owner:
- plumbing;
 - heating, piping, refrigeration, and automatic temperature control systems, including the testing and balancing of those systems;
 - ventilating and distribution systems for conditioned air, including the testing and balancing of those systems;
 - electric wiring; and,
 - general contract work.

The Owner has accepted the lowest responsive bid from a responsible bidder for each subdivision of the Work above indicated, and has awarded contracts to

each. Upon executing contracts for the subdivisions of the Work above indicated excluding the subdivision of the Work bid upon by the Contractor, Owner has assigned all of its rights and delegated all of its duties therein to the Contractor who accepts said assignment and delegation, and subsequently shall be responsible to Owner for performance of the Work to be performed pursuant to such assigned contracts. Such assigned contracts, and such assigned contractors, are sometimes referred to herein as "Assigned Subcontracts" and "Assigned Subcontractors", respectively.

- 6.3.A Status of Assigned Subcontractors. Upon such assignments, the contractors holding contracts which have been assigned shall become Subcontractors of the Contractor and shall no longer have any rights under the contracts against the Owner or duties or obligations under the contracts to the Owner, but all of their rights under the contracts shall be against the Contractor and all of their duties and obligations under the contracts shall be to the Contractor. Excluding paragraph 2.3 of the Contractors Agreement (Document Section 00 50 00) between the Owner and the Contractor, the Assigned Subcontractors and the Contractor shall be bound to each other by the Contract Documents to the same effect and extent as the Owner and the Contractor are so bound, but only insofar as the Contract Documents relate to each Assigned Subcontractor's scope of the Work.
- 6.3.B Status of the Contractor. Upon such assignment, the Contractor shall be responsible for the performance of the Work and shall be as fully responsible to the Owner for the acts and omissions of the Assigned Subcontractors and all persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor or with whom the Contractor has directly entered into Subcontracts for portions of the Work to be performed by Contractor.
- 6.3.C Payment of Assigned Subcontractors. The Contractor shall be responsible to the Assigned Subcontractors for all payments and the Assigned Subcontractors shall look to the Contractor for such payments but all payments becoming due to the Contractor under the terms and conditions of the Contractor's contract with the Owner for Work performed by an Assigned Subcontractor shall be made by the Owner directly to the Assigned Subcontractor performing such Work upon compliance by the Assigned Subcontractor with the terms, conditions and requirements of its Assigned Subcontract.
- 6.3.D Contractor's Approval of Payments to Assigned Subcontractors. The written approval of the Contractor shall be a condition precedent to payment of any Assigned Subcontractor. Within seven (7) days after a request for approval for the making of a payment to an Assigned Subcontractor has been submitted to the Contractor, the Contractor shall furnish its approval thereof or state in writing its reasons for withholding such approval.

Except as provided in this paragraph 6.2, the Contractor shall subcontract directly with all Subcontractors.

- 6.4 The documents and information for the contractors and subcontractors listed in Table 1 and as described below must be provided by the Owner to the Chief Procurement Officer for Higher Education.

Table 1: Contracts and Level Descriptions

Contract Type	Level	Contract	Dollar amount
Contractor without Assigned	1	With Owner	All
Contractor with Assigned	1	With Owner	All
Assigned Subcontractor	1	With Owner	All

Subcontractor	2	With Level 1	> \$50,000
Subcontractors' Subcontractor *	3 and below	With Level 2 and below	> \$50,000

* For any subcontractor beyond level 3 with a contract value > \$50,000 shall also be included.

Level 1 Contractor

The Certifications and Statutory Requirements form and the Financial Disclosures and Conflicts of Interest form submitted by the Level 1 Contractor with the bid documents are hereby made a part of this Contract.

It is the responsibility of the Level 1 Contractor to provide the following with respect to each Level subcontract* which exceeds \$50,000. The forms shall be completed and signed by each Level subcontractor*.

- * subcontractor(s) name(s)
- * address(es)
- * subcontract value(s)
- * general type(s) of work to be performed
- * Certifications and Statutory Requirements form(s)
- * Financial Disclosures and Conflicts of Interest form(s),

The documents submitted to the Owner shall be in electronic pdf format and follow the Owner's file naming convention. The forms and file naming convention can be found at: <http://www.uocpres.uillinois.edu/contractors/contracts>. These documents shall be provided to the Owner within 15 calendar days after the execution of the Contract or after execution of the subcontract, whichever is later.

The Level 1 Contractor must provide the above information for any Level subcontractors* added or changed which results in a contract value exceeding \$50K during the term of the contract.

Any subcontracts entered into prior to receiving a fully executed copy of the Contract are done at the Contractor's or Assigned Subcontractor's own risk.

- 6.5 Coordination of the Subcontracts. Except as set forth in paragraph 6.2 above, neither Owner nor Professional Services Consultant assumes any responsibility for defining the limits on any Subcontracts on account of the arrangement of the specifications or drawings. As part of the bidding and award of Subcontracts, Contractor shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Contractor and Subcontractors without omission, conflict, or duplication. Contractor shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Contractor, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for Project site facilities necessary for Contractor, Owner, and Professional Services Consultant to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for Project safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's and Contractor's guidelines, if any.
- 6.6 Competitive Procurement. If directed by Owner, Contractor shall use competitive procurement methods in conformance with Owner's procurement policies and with any rules and regulations of any governing authority who has jurisdiction over the Project.
- 6.7 Contractor Responsible for Acts of Subcontractors. Contractor's subcontracting of the Work, and Owner's consent and approval of Contractor's subcontracting with any

Subcontractor, shall not relieve Contractor from any liability or obligation under the Contract Documents or under any Applicable Laws. Contractor shall be responsible for any and all acts, defaults, omissions or negligence of its Subcontractors and consultants, and shall be and remain liable and obligated to Owner for all Work subcontracted. Except as set forth in paragraph 6.2, no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor or consultant of Contractor, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Contractor and its Subcontractors and consultants. In no event shall Owner be liable to any of Contractor's Subcontractors for Work performed by such Subcontractor on behalf of the Contractor or for the Project. Professional Services Consultant will not be asked to resolve disputes between Contractor and any Subcontractor or disputes between Subcontractors.

- 6.8 Procurement of Special Services. Contractor shall schedule and coordinate services from surveyors, testing laboratories, and other special consultants required for the completion of the Work.
- 6.9 Orders of Materials, Fixtures, Furnishings and Equipment. Contractor shall schedule, coordinate, expedite, and effect the purchase and delivery to the Project site of materials, fixtures, furnishings and equipment required to be provided by Contractor pursuant to the Contract Documents. Contractor shall perform expediting and inspection services after the placement of all such orders.
- 6.10 Substitutions. If Owner elects to accept any item(s) proposed by Contractor as a substitution, Contractor shall assume full responsibility for the proper performance of such substituted item(s) and shall assume the costs of any changes in the Work which may be due to such substitution.
- 6.11 Procurement of Materials, Fixtures, Furnishings and Equipment on Owner's Behalf. Contractor shall be responsible for scheduling and coordinating, and if requested by Owner's Representative, for purchasing and for arranging appropriate delivery, storage and security for, all materials, furnishings, tools, fixtures, computers, and equipment to be furnished by Owner under the terms of the Contract Documents for use in performance and completion of the Work. The purchase price and transportation and storage costs associated with such items shall be borne by Owner.

7.0 ARTICLE 7 - CONSTRUCTION ADMINISTRATION

- 7.1 Review and Approval of Subcontractor Schedules of Values. Contractor shall procure, and carefully review, all schedules of values from each Subcontractor, together with any supporting documentation or data which Owner or Contractor may require from the Subcontractors. The purpose of such review and examination shall be to protect Owner and Contractor from front-end loading and an unbalanced schedule of values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If any Subcontractor's schedule of values is found not to be appropriate, or if the supporting documentation or data is deemed to be inadequate, Contractor shall negotiate with the Subcontractor to establish a balanced schedule of values. After making its review and examination, when the Subcontractor's schedule of values is found by Contractor to be appropriate as submitted, or if necessary, as revised, Contractor shall sign and deliver same to the Professional Services Consultant thereby indicating Contractor's informed belief that such schedule of values constitutes a reasonable, balanced basis for payment to the Subcontractor. Contractor shall not sign a Subcontractor's schedule of values in the absence of such belief unless directed to do so, in writing, by Owner's Representative.
- 7.2 Supervision. Contractor shall maintain a continuous presence on the Project site at all times through the provision of sufficient qualified supervisory and other personnel to perform the obligations of this contract. Contractor shall continually supervise its own

forces and those of its Subcontractors in a first-class manner. Contractor shall determine the adequacy of personnel, labor, materials, equipment and direct supervision provided by Subcontractors and shall monitor their compliance with the Construction Schedule. The jobsite superintendent shall be present at the project site in strict accordance with the project specifications, Division 01 00 00 - General Project Requirements. The jobsite superintendent shall not be changed without the consent of the Professional Services Consultant and Owner unless the jobsite superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractor's employ. The jobsite superintendent shall be the Contractor's representative at the jobsite and all directions issued by the Professional Services Consultant or Owner to the jobsite superintendent shall be as binding as if given directly to the Contractor. Directions of major importance shall be confirmed in writing to the Contractor. Directions of lesser importance shall be confirmed on written request in each case.

- 7.3 Job Progress Meetings. Contractor shall conduct meetings at least weekly, and at such additional times as the needs of the Project or good construction practice may require, with the Subcontractors, and if necessary with Professional Services Consultant, for the purpose of discussing all matters relating to the quality, quantity, and progress of the Work. Contractor shall within two (2) working days after each meeting prepare and distribute minutes of such meeting to Owner's Representative, the Professional Services Consultant, the participants, and others who should reasonably be informed of the meetings.
- 7.4 Requests for Information and Interpretation. Where appropriate, Contractor shall transmit to Professional Services Consultant, with a copy to Owner's Representative, requests for information or interpretation from itself or as made by any Subcontractor regarding the intent and meaning of the Construction Documents. Contractor shall maintain a log of all requests for information and interpretation (the "Request Log"), recording (a) the date each request was made; (b) the date the request was transmitted to Professional Services Consultant and Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable, (d) the date the response to the request was transmitted to the Subcontractor.
- 7.5 Submittals. Contractor shall review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Professional Services Consultant and Owner each submittal required by the Contract Documents, including shop drawings, product data, samples, catalogues, and other submittals (collectively, "Submittals"). Approval by Contractor of Submittals shall constitute Contractor's representation to Owner and Professional Services Consultant that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors, Professional Services Consultant, or the Project. Contractor shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Contractor, and that Contractor submits to Professional Services Consultant, each Submittal; (b) the date of approval or rejection of each Submittal by Contractor or Professional Services Consultant; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Contractor, Professional Services Consultant, Owner, or Subcontractors with respect to any Submittal. Contractor shall immediately report to Owner's Representative in writing any delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal process. The Professional Services Consultant's review or approval of Submittals shall not relieve the Contractor from its obligation for performance of the Work in strict compliance with the Contract Documents.
- 7.6 Liens. Contractor shall promptly pay all indebtedness for labor, materials, services, tools and equipment, and for any other items used in the performance of the Work. Contractor

shall not permit any notice of lien or charge to attach to the Work, the premises upon which the Work is being performed or against any public funds being held by the Owner to pay for Work on the Project. If any lien does so attach, Contractor shall promptly procure its discharge and hold Owner harmless from any claims, losses, costs, damages or expenses (including attorney's fees) incidental thereto.

- 7.7 Labor Relations. Contractor shall develop and implement a coordinated plan for labor relations to avoid labor disputes and to provide for the uninterrupted and efficient construction of the Project in accordance with the Construction Schedule, shall comply, and shall require all Subcontractors to comply, with Applicable Laws relating to the terms and conditions of employment of any employee who is employed in connection with the Project.
- 7.8 Protection of Persons and the Work. Contractor shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's property and employees from injury or loss in connection with the performance of the Work. Contractor shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Contractor shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the Project from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Contractor upon completion of the Work.
- 7.9 Demolition, Removal of Materials, and Burning. Except with prior written approval of the Owner, the use of explosives will not be permitted. The procedure proposed for the accomplishment of any required demolition work shall be submitted to Professional Services Consultant and Owner's Representative for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials, protection of property which is to remain undisturbed and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations. All materials indicated to be removed shall be disposed of off the Owner's property. The use of burning at the Project site to dispose of refuse and debris is not permitted.
- 7.10 Site Limitation. Contractor shall obtain Owner's Representative's written authorization before establishing staging or "lay-down" areas.

8.0 ARTICLE 8 - UNCOVERING AND CORRECTING WORK

- 8.1 Uncovering Work Covered Contrary to Directions. If any of the Work is covered contrary to the request of Owner's Representative or the Professional Services Consultant, or contrary to any provision of the Contract Documents, said Work shall, if required by Owner's Representative or the Professional Services Consultant, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Substantial Completion Date.
- 8.2 Option to Order Work Uncovered. If the Contract Documents permit the Work to be covered and neither Owner's Representative nor the Professional Services Consultant has requested that the Work not be covered, the Professional Services Consultant and Owner's Representative may nevertheless require that such Work be uncovered for inspection. If such Work conforms strictly with the Contract Documents, the cost of uncovering and proper replacement shall by Change Order be charged to Owner with an appropriate adjustment to the Contract Sum and, if appropriate, the Substantial Completion Date. If such Work does not strictly conform with the Contract Documents, Contractor shall pay the cost of uncovering and proper replacement without adjustment to the Contract Sum or the Substantial Completion Date.

- 8.3 Correction of Defective Work. Contractor shall immediately proceed to correct Work rejected by Owner's Representative or by the Professional Services Consultant as defective or failing to conform to the Contract Documents, unless such Work is accepted in accordance with paragraph 8.6 below. Contractor shall bear all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and any fees and expenses of the Professional Services Consultant made necessary thereby, without adjustment to the Contract Sum or the Substantial Completion Date.
- 8.4 Correction During One Year Following Completion. If within one (1) year after Substantial Completion any of the Work is found to be defective or not in strict accordance with the Contract Documents, Contractor shall correct such Work promptly upon receipt of written notice from Owner and shall bear all costs and expenses associated therewith. This obligation shall survive Final Payment by Owner and termination of this contract.
- 8.5 No Period of Limitation Established. Nothing contained in paragraph 8.4 shall establish any period of limitation with respect to Contractor's other obligations and warranties under the contract, including, without limitation, Article 3. Establishment of the one year time period in paragraph 8.4 relates only to Contractor's specific duty to correct the Work.
- 8.6 Owner's Option to Accept Defective Work. Owner may, at its sole discretion, choose to accept defective or nonconforming Work. Such acceptance shall not be effective unless specifically and expressly stated in writing by Owner's Representative. In such event, any sums then or thereafter due or owing to Contractor shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Work, regardless of whether Final Payment has been made or the defective Work replaced or corrected, the intent being that Owner may use such funds to remedy such defects at a time and in a manner convenient to Owner. If any such sum is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Contractor shall, upon written demand from Owner, pay Owner any shortfall of compensation for accepting defective or nonconforming Work.

9.0 ARTICLE 9 - INSPECTIONS AND CERTIFICATIONS OF COMPLETION

- 9.1 Inspection of Work. Contractor shall, on a continuous basis as a part of its day-to-day supervision of the Project, inspect the Work to ensure that the quality, quantity and progress of the Work meets the requirements of the Contract Documents. In making such inspections, Contractor shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.
- 9.2 Equipment and Other Items. When instructed by Owner's Representative, Contractor shall schedule and perform factory testing and shop inspections of equipment, fixtures, furnishings, and other items. Such testing and inspections shall be performed at times appropriate to the stage of fabrication, construction, installation, and testing of such items. Contractor shall notify Professional Services Consultant and Owner's Representative prior to each such testing or inspection, and Professional Services Consultant and Owner's Representative or designee shall be entitled, but not required, to accompany Contractor for such testings and inspections.
- 9.3 Inspection upon Arrival, During Installation, and After Installation. Upon arrival of any materials, supplies, systems, equipment, fixtures, furnishings, and other items at the Project site, whether procured by Contractor, Owner, or Professional Services Consultant, Contractor shall inspect such items for damage, for compliance with the Contract Documents and for compliance with all shipping documents and shall arrange for the proper storage and security of such items. Contractor shall also provide for and monitor the proper and timely installation of all such items on the Project. After such items are installed or made ready for use, Contractor shall again inspect all such items

for damage and shall arrange for and monitor testing of all such items for compliance with the Contract Documents and readiness for use on the Project.

- 9.4 Punch Lists. Professional Services Consultant shall prepare punch lists and other itemizations of defective, deficient, or incomplete Work to be completed by the Contractor.
- 9.5 Contractor's Observation of Testing and Start-Up. Contractor shall schedule (and notify Professional Services Consultant and Owner's Representative of such schedule), coordinate, and observe the testing and 3 3 of all utilities, systems, fixtures, and other equipment and shall report the results of same to Professional Services Consultant and Owner's Representative in writing.
- 9.6 Transfer of the Work and the Project to Owner. Contractor shall provide assistance in the transfer of the completed Project, and all portions thereof, to Owner. Such assistance shall include procuring certificates of ownership and warranties, keys to the Project, operations and maintenance manuals and instructions, supplies, start-up of Project systems, transferring Project security, arranging for training Owner in the operation and maintenance of all systems and components of the Project, and such other matters as may relate to Owner's initial occupation, possession, and use of the Project or any part thereof.
- 9.7 Certification at Final Completion. When Contractor believes that Final Completion of the entire Project has been achieved, it shall notify Professional Services Consultant and Owner's Representative in writing and request an inspection for certification of Final Completion of the Project. Contractor's request for final inspection shall constitute a representation by Contractor to Owner that Contractor has made all inspections of the Work as provided in the contract and that all the Work has been completed in strict compliance with the Contract Documents and that the quality of the Work meets or exceeds the requirements of the Contract Documents.

10.0 ARTICLE 10 - PROJECT DOCUMENTATION

- 10.1 Basic Project Documentation. Contractor shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and 4 conditions on the Project; (b) all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or engineer; (d) all required insurance certificates from Subcontractors; and (e) all other documents required by this contract.
- 10.2 Daily Log. Contractor shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, Contractor's personnel on site, all Subcontractors working each day and the number of employees of each on the Project, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of the Project.
- 10.3 Monthly Reports. Each month Contractor shall prepare and submit to Owner's Representative and Professional Services Consultant a written report detailing the progress of the Project (the "Monthly Report"). The Monthly Report shall contain Contractor's estimate of percentage of completion of the Project and each element thereof, identify any and all delays to the Project and the cause and extent thereof and describe the remedial measures being taken to overcome such delays, identify any defective or deficient Work installed during the preceding month and describe the remedial measures being taken to correct the defective or deficient Work, identify any

outstanding requests for information or clarification, requests for interpretation, change order requests, questions, or other matters requiring the response of either Owner, Contractor, Professional Services Consultant, or a Subcontractor and shall include any and all other information required to fully inform Owner and Professional Services Consultant of the status of the Project and the performance of Contractor, Professional Services Consultant, and Subcontractors.

- 10.4 Review and Assignment of Warranties. Contractor shall obtain and shall transmit to Owner's Representative all special products, system, equipment or material warranties required by the Contract Documents and the Subcontracts. Contractor shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. Contractor hereby assigns to Owner all of Contractor's rights and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Contractor receives or is entitled to receive from any Subcontractor or supplier in connection with the Project.
- 10.5 Operations and Maintenance Documentation. Contractor shall obtain and transmit to Owner's Representative all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the Project. Such documentation shall be furnished to Owner's Representative in uniform three-ring binders labeled with the Project name and number.
- 10.6 Review and Approval of As-Built Drawings. Contractor shall provide 4 drawings and shall confirm to Owner that such drawings are adequate and complete and in compliance with the requirements of the Contract Documents.
- 10.7 Availability of Project-Related Records to Owner. All records relating directly or indirectly to the Project which are in the possession or control of Contractor shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, Submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, memoranda, tape or videotape recordings, or other writings or things which document the Project, its design, and its construction.
- 10.8 Maintenance of Project-Related Records. Contractor shall maintain and protect all Project-related records, other than those required to be returned to Owner, for no less than five (5) years after Final Completion of the Project and for any longer period of time as may be required by law or good construction practice.
- 10.9 Project Videotapes and Photographs. If at any time requested by Owner's Representative, Contractor shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the Work. Any specific safety or environmental incidents shall be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs shall be submitted to Owner's Representative on a weekly basis.
- 11.0 ARTICLE 11 - OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES
- 11.1 Provide Project Information. Owner shall make available to Contractor / Assigned Subcontractor adequate information regarding Owner's requirements for the Project including adequate complete sets of the Construction Documents. The Contractor / Assigned Subcontractor is responsible for the purchase of these Construction Documents if the desired number of sets exceeds those available from those returned by unsuccessful bidders.
- 11.2 Review of Documents. Owner shall review any documents submitted by Contractor requiring Owner's decision and shall render any required decisions pertaining thereto.

- 11.3 Access to the Site and the Work. Owner shall provide Contractor access to the site and to the Work as necessary for Contractor to perform the requirements of the Contract Documents.
- 11.4 Timely Performance. Owner shall perform its duties and obligations set forth in this contract in a timely fashion so as to permit the orderly progress of Contractor's Work.
- 11.5 Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any Work, or any documents prepared or submitted by Contractor shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Contractor understands that Owner is relying on Contractor to assure compliance with the Contract Documents. No review, inspection, or approval by Owner of such Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Work. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Contractor of responsibility for the performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract Documents or at law, and Contractor accepts the risk that defects in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.
- 11.6 Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to require compliance with any obligation of Contractor under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

12.0 ARTICLE 12 - PAYMENT

- 12.1 Contract Sum. The Contract Sum is stated in the Agreement and, including authorized adjustments and any direct payments to any Assigned Subcontractors, is the total amount payable by the Owner to, and on behalf of, the Contractor for performance of the Work under the Contract Documents.
- 12.2 Contractor Retainage. Except as otherwise approved by Owner in writing, Owner shall retain ten percent (10%) of the amounts earned under this contract ("Contract Retainage"), and Owner shall not be responsible for releasing, paying or compensating Contractor any amount on account of such Contract Retainage until such time as specified herein for release of Contract Retainage.
- 12.3 Schedule of Values. Contractor shall prepare and present to the Professional Services Consultant within fifteen (15) days after commencement of the Work, a proposed schedule of values. Contractor's schedule of values shall be prepared in such form, with such detail, and supported by such data as the Professional Services Consultant or the Owner's Representative may require to substantiate its accuracy. Contractor shall not front-end load its schedule of values by imbalancing it or by increasing any element thereof in excess of its anticipated actual value, and such acts shall constitute a material breach of this contract. Contractor's proposed schedule of values shall be used in determining the amounts payable to Contractor and the Assigned Subcontractors hereunder, but only after it has been acknowledged in writing by the Professional Services Consultant and the Owner's Representative. Schedule of Values and Subcontractors listed will only be accepted if the documentation required by applicable law, including the Illinois Procurement Code (30 ILCS 500/1 et seq.) has been provided to the Owner. See Section 6.4 for the requirements.
- 12.4 Schedule of Values Shall Identify Subcontractors. The Contractor's schedule of values shall identify all Subcontractors, vendors, and suppliers with whom a Subcontract or

purchase order in excess of \$1,000 is executed or pending in connection with this contract.

- 12.5 Reporting Diversity Participation. The Contractor's schedule of values shall separately identify all of the proposed Subcontractors, vendors, or suppliers that are certified by the Illinois Department of Central Management Services (CMS) as a Minority or Female Business Enterprise (MBE or FBE) as defined by the Business Enterprise for Minorities, Females, and Persons with Disabilities Act. This information is requested only for the Owner's use in monitoring the level of MBE/FBE participation on its projects.
- 12.6 Applications for Payment. At least twenty five (25) days before the date established for each payment, the Contractor shall submit to the Professional Services Consultant an itemized Application for Payment for operations completed in accordance with the Contractor's acknowledged schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Professional Services Consultant may require, and shall reflect retainage as provided in the Contract Documents.
- 12.6.A Such applications shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- 12.6.B Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing in advance by the Owner, payment may be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to protect the Owner's interest in materials and equipment, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Whenever payment for furniture, fixtures or equipment is included, the Owner's furniture, fixtures and equipment inventory form (FIF) shall be completed by the Contractor and submitted with that payment. The FIF shall be itemized to the component level as described on the FIF.
- 12.6.C The Contractor warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.
- 12.6.D Lien Waivers
- 12.6.D.1 Partial lien waivers are not required with the first payment application if payment is less than fifty percent (50%) of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all assigned subcontractor(s), subcontractor(s), vendor(s), and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflects on the payment application form.
- 12.6.D.2 Partial lien waivers from the Contractor and all assigned subcontractor(s), subcontractor(s), vendor(s) and suppliers shall accompany the first payment application when the amount of payment exceeds fifty percent (50%) of the total contract amount.

Lien waivers are to be in the amount reflected on the payment application form.

- 12.6.D.3 The Contractor's request for final payment shall include final lien waivers, on Owner forms, from all assigned subcontractor(s), subcontractor(s), vendor(s), and suppliers in the full amount of their contracts as reflected on the payment application form. The Contractor shall also furnish its own final waiver of lien as reflected on the payment application form.
- 12.7 Certificates for Payment. The Professional Services Consultant will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Professional Services Consultant determines is properly due, or notify the Contractor and Owner in writing of the Professional Services Consultant's reasons for withholding certification in whole or in part.
- 12.8 Decisions to Withhold Certification. The Professional Services Consultant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner. If the Professional Services Consultant is unable to certify payment in the amount of the Application, the Professional Services Consultant will notify the Contractor and Owner. If the Contractor and Professional Services Consultant cannot agree on a revised amount, the Professional Services Consultant will promptly issue a Certificate for Payment for the amount which the Professional Services Consultant is able to certify. The Professional Services Consultant may withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Professional Services Consultant's opinion to protect the Owner from loss for which the Contractor is responsible, because of:
 - 12.8.A defective Work not remedied;
 - 12.8.B third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
 - 12.8.C failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - 12.8.D reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - 12.8.E damage to the Owner or another contractor;
 - 12.8.F reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance will not be adequate to cover applicable damages for the anticipated delay; or
 - 12.8.G persistent failure to carry out the Work in accordance with the Contract Documents.
- 12.9 Certification of Previously Withheld Amounts. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- 12.10 Partial Payments. The Owner shall make payments for Work performed under the contract as follows:
 - 12.10.A On or about the last day of each month, Owner shall pay to the Contractor and Assigned Subcontractors, that portion of the Contract Sum for which the Professional Services Consultant has issued a Certificate for Payment during such month.

- 12.10.B Within fifteen (15) days after receipt of any partial payment, the Contractor shall submit to the Professional Services Consultant an affidavit on the Monthly Affidavit Form bound herewith certifying that all debts incurred for Work for which Contractor has been paid have themselves been paid.
- 12.10.C After the first partial payment, the proper submission by Contractor of such monthly affidavits shall be a condition precedent to future payments.
- 12.10.D Neither the Owner nor Professional Services Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- 12.10.E A Certificate for Payment, a partial or final payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 12.11 Failure of Payment. If within sixty (60) days after the date established in subparagraph 12.10 for payment and through no fault of the Contractor, the Owner does not pay the Contractor and Assigned Subcontractors the amount certified by the Professional Services Consultant or, if no amount has been certified by the Professional Services Consultant, the amount properly owed to the Contractor and Assigned Subcontractors, then the Contractor may, following the receipt by Owner and Professional Services Consultant and Assigned Subcontractors of sixty (60) additional days' written notice of its intent to do so, suspend the Work until such payment has been received. In the event of such a suspension by the Contractor, the Contractor shall be entitled to (1) its costs of suspension as provided by, and subject to the provisions of paragraph 20.4, and (2) an extension of time as provided by, and subject to the provisions of paragraph 20.5
- 12.12 Substantial Completion.
- 12.12.A When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Professional Services Consultant and the Owner in writing and request an inspection for certification of Substantial Completion. Simultaneously, the Contractor shall prepare and submit to the Professional Services Consultant and Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 12.12.B Upon receipt of the Contractor's list, the Professional Services Consultant and Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Professional Services Consultant's and Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Professional Services Consultant. In such case, the Contractor shall then submit a request for another inspection by the Professional Services Consultant and Owner to determine Substantial Completion and Contractor shall bear all costs of same.
- 12.12.C When the Work or designated portion thereof is substantially complete, the Professional Services Consultant will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, and shall establish transfer of responsibility from Contractor to Owner for security, maintenance, heat, utilities, damage to the Work and insurance except for Work items specifically excluded from the substantial completion punchlist. Warranties

required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

12.12.D The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment to the Contractor as provided in subparagraph 12.12.E.

12.12.E Payment at Substantial Completion. Provided that all conditions precedent have been satisfied, within thirty (30) days after written acceptance by Owner and Contractor as provided in subparagraph 12.12.D, Owner shall pay Contractor and Assigned Subcontractors all sums due including Contract Retainage, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a further condition precedent to such payment, however, Contractor shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up blue-line drawings, all required releases of claim, all certificates of occupancy or similar documents required for the occupation and use of the Project for its intended purposes, all required warranties and all Project Documentation as described in Article 10 herein.

12.13 Partial Occupancy or Use. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Professional Services Consultant as provided under subparagraph 12.12.A. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Professional Services Consultant. Immediately prior to such partial occupancy or use, the Owner, Contractor and Professional Services Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

12.14 Final Completion.

12.14.A Written Notice for Final Inspection, Acceptance, and Payment. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Professional Services Consultant will promptly make such inspection and, when the Professional Services Consultant finds the Work acceptable under the Contract documents and the Contract fully performed, the Professional Services Consultant will promptly issue a final Certificate for Payment.

12.14.B Payment at Final Completion. Provided that all conditions precedent have been satisfied, within thirty (30) days after execution of the final Certificate for Payment, Owner shall pay Contractor and Assigned Subcontractors all unpaid sums due Contractor under this Agreement ("Final Payment"), less any amount properly withheld pursuant to this contract. Contractor's acceptance of Final

Payment shall constitute an unconditional waiver and release of all claims by Contractor for additional compensation beyond that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Contractor's failure to perform the requirements of the Contract Documents.

12.15 Withholding of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Contractor or Assigned Subcontractors otherwise due, if, and for so long as, any one or more of the following conditions exist:

12.15.A Contractor's Application for Payment is not in the form or supported by the documentation required by this Contract;

12.15.B Contractor is in default of any of its obligations under the Contract Documents;

12.15.C Any part of such payment is attributable to Work which is defective or not strictly conforming with the requirements of the Contract Documents; provided, however, that payment shall be made as to the part thereof attributable to Work which is rendered or performed in accordance with the Contract Documents and is not defective, subject to other provisions hereof;

12.15.D Contractor has improperly failed to make payments to its Subcontractors, consultants, employees, or others performing Work in connection with the Project or any person has filed a claim that Contractor has failed to make payments due to such person;

12.15.E Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Contractor;

12.15.F Evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Contract Sum;

12.15.G Failure or refusal by Contractor to perform the Work in accordance with the Contract Documents;

12.15.H Damage to Owner or to a 374 to whom Owner is, or may be, liable; or

12.15.I Any situation or condition exists which, as set forth elsewhere herein or in the Contract Documents, justifies the withholding of payments.

In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

12.16 Disputed Payment Applications. In the event Owner's Representative or the Professional Services Consultant disagrees with or questions all or any portion of any Application for Payment, the amount due to Contractor, or the sufficiency of the information and documentation submitted by Contractor, Owner's Representative or the Professional Services Consultant shall notify Contractor in writing and Owner shall pay the undisputed parts of such Application for Payment. If Owner's Representative and Contractor are able to agree on the amount due under the disputed part of any Application for Payment, payment will be made to Contractor within ten (10) days after receipt of a new Application for Payment representing the agreed amount. Pending resolution of any disputed Application for Payment, or other disputes, Contractor shall continue its performance hereunder without interruption.

12.17 Non-Waiver of Claims for Defective Work. Neither entrance, inspection nor use of the Project by Owner, Professional Services Consultant, or their representatives shall be

construed as an acceptance of defective or nonconforming Work nor shall such entrance, inspection or use release Contractor from any of its obligations under the Contract Documents.

13.0 ARTICLE 13 - CHANGE ORDERS

- 13.1 Authority to Order Changes. Owner may by written Change Order, and without affecting the validity or enforceability of this contract, direct changes in the Work within the general scope of the Contract Documents, including changes, additions, deletions, modifications, and revisions thereto. Owner may, at its sole discretion, initially direct changes in the Work by a Field Directive or Emergency Work Authorization, as defined in this Article and the Contract Documents. Contractor shall promptly proceed, and cause all Subcontractors to proceed, with the performance of the Work in accordance with Owner's direction, and failure to agree on the terms of a Change Order shall not excuse Contractor from continued performance of the Work in an expeditious fashion or from proceeding with any directed change.
- 13.2 Adjustments to Contract Sum and Contract Time Only by Change Order. Changes in the Contract Sum and extensions of time for the performance of this contract may only be made by a Change Order issued in accordance with the terms of this Article. Owner shall not be responsible for any change in the Work involving extra cost unless approval in writing is furnished by Owner before such Work is begun. Professional Services Consultant does not have authority to order changes in the Work that involves changes in cost or time.
- 13.3 Adjustments to the Contract Sum. If there is a change in the Work required of Contractor under the Contract Documents, which change increases Contractor's cost of performance, or if Contractor submits a claim for additional compensation pursuant to paragraph 14.2, then, subject to Owner's approval of Contractor's claim, the Contract Sum shall be adjusted by a Change Order; provided, however, that no upward adjustment shall be made if the change in the Work, or the basis of the claim for additional compensation, is caused by the fault, in whole or in part, of Contractor, a Subcontractor, or anyone for whom they are, or may be, responsible. If a change in the Work reduces Contractor's cost of performance, then the Contract Sum shall be decreased accordingly. The amount of any adjustment to the Contract Sum shall be determined by agreement between Owner and Contractor. In the absence of such agreement, the Contractor, upon receipt of a written order from the Owner, shall nevertheless promptly proceed to implement the change. In such case, the Contractor shall keep and present, in such form as the Professional Services Consultant may direct, a correct account of the resulting job costs or savings, or both, with supporting vouchers. The Professional Services Consultant, upon determination of the costs or savings from such account and from any investigation made by it and, after applying the percentages for overhead and profit provided in the Agreement, shall certify the adjusted Contract Sum. Such certification shall be binding upon both parties.
- For Lump Sum Change Orders, the Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment in a detailed format satisfactory to Owner. The Owner will require itemized change orders on all change order proposals related to work to be performed by the Contractor and all Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable).
- 13.4 Payment. Requests for payment for performance of Work pursuant to a Change Order shall be made in accordance with, and payment shall be subject to, the provisions of Article 12.

- 13.5 Change Orders Final. The execution of a Change Order by Contractor shall constitute conclusive evidence of Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Contract Sum and the Substantial Completion Date. Contractor, by executing the Change Order, waives and forever releases any claim against Owner for additional time or compensation for matters in any manner relating to, arising out of or resulting from the executed Change Order. Any additional Work performed by Contractor or Subcontractors without prior written authorization by Owner shall be performed at the sole risk and expense of Contractor.
- 13.6 Field Directives. In the event of unforeseen circumstances that are beyond the Owner's control as defined in Article 1, Section 1.6, Owner may issue a Field Directive to commence Work. Upon completion of the Work performed under the Field Directive, a Change Order shall be generated in accordance with Article 13 within.
- 13.7 Emergency Work Authorization. In the event of conditions that require immediate action as defined in Article 1, Section 1.5, Owner may issue an Emergency Work Authorization to commence Work. Upon completion of the Work performed under the Emergency Work Authorization, a Change Order shall be generated in accordance with Article 13 herein.
- 14.0 ARTICLE 14 - CLAIMS BY CONTRACTOR
- 14.1 Generally. All claims against Owner shall be initiated by a written notice submitted by Contractor to Owner's Representative and to the Professional Services Consultant. Such notice shall be submitted to, and received by, Owner's Representative and the Professional Services Consultant not later than seven (7) days after the occurrence of the event, or commencement of the condition, giving rise to the claim. Promptly thereafter, Contractor shall submit its documented claim to Owner's Representative and to the Professional Services Consultant and shall make available to both all pertinent information requested by either relating to such claim. Contractor and Owner shall continue their performance under this Agreement regardless of the existence of any claims submitted by Contractor.
- 14.2 Claims for Additional Compensation. In the event Contractor seeks to make a claim for an increase in the Contract Sum, then as a condition precedent to any liability of Owner therefor, Contractor shall strictly comply with all of the requirements of paragraph 14.1 and such claim shall be made by Contractor before proceeding to execute any additional or changed work. Failure to satisfy this condition precedent shall constitute a waiver by Contractor of any claim for additional compensation. Any liability of Owner for additional costs to Contractor shall be limited to actual and reasonable direct costs incurred by Contractor and shall in no event include indirect costs or consequential damages of Contractor or others. Absent a Change Order, Owner shall not be liable to Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction. No change in the Contract Sum shall be made except by Change Order issued in accordance with the terms of this contract. Claims by Assigned Subcontractors shall be handled by Contractor the same as claims by other Subcontractors. However, any payments otherwise due and payable to Assigned Subcontractors shall be made directly by the Owner.
- 14.3 Claims for Extensions of Time. In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, or Acts of God, the Substantial Completion Date, or as applicable, the date for Final Completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner and the Professional Services Consultant. A task is critical within the meaning of this paragraph

14.3 if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. As a condition precedent thereto, any claim for an extension of time by the Contractor shall strictly comply with the requirements of paragraph 14.1 above. If the Contractor fails to make such claim as required in this paragraph 14.3, any claim for an extension of time shall be waived.

14.4 Claims for Concealed or Unknown Conditions. In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Sum shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner and the Professional Services Consultant written notice of, and an opportunity to observe such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this paragraph 14.4 shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition.

14.5 No Damages for Delay. The Owner shall not be responsible for damages to any extent whatever to the Contractor for delays in furnishing those materials or performing those acts required under the terms hereof to be furnished or performed by the Owner, Owner's employees, agents or assigns, if such delays are the result of causes beyond the Owner's reasonable control or power to avoid.

15.0 ARTICLE 15 - PAYMENT AND PERFORMANCE BONDS

Contractor shall provide separate payment and performance bonds on the forms provided by Owner and issued by a surety, or sureties, acceptable to Owner. The surety companies providing coverage must have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies. Each of the bonds shall include a penal sum in the amount of one hundred percent (100%) of the Contract Sum. Contractor's surety(ies) shall be deemed to have waived notice of, and to have consented to, changes to the Contract Documents, including changes in: (a) the time for performing the Work and payment of compensation to Contractor hereunder; (b) the sums payable under this contract to Assigned Subcontractors, if applicable; and (c) the Work to be performed. The Contract Documents shall be incorporated by reference into each of the bonds.

16.0 ARTICLE 16 - CONTRACTOR'S PERSONNEL AND SUBCONTRACTORS

16.1 Personnel. Contractor shall assign only qualified personnel to perform the Work.

16.2 Removal of Personnel and Subcontractors. If, at any time during the course of the Project, Owner's Representative reasonably determines that the performance of any member of Contractor's staff or any of Contractor's Subcontractors including Assigned Subcontractors, or consultants working on the Project is unsatisfactory, Owner's Representative may, in writing, require Contractor to remove such staff member or terminate such Subcontractor or consultant from the Project immediately and replace the staff member, Subcontractor or consultant at no cost to Owner, including those resulting from delay or inefficiency the change may cause.

16.3 Employment Taxes. Contractor shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

17.0 ARTICLE 17 - OWNERSHIP OF DOCUMENTS

All Contract Documents, as well as information and items provided by Owner to Contractor to facilitate Contractor's performance hereunder, shall remain the exclusive property of Owner, and

all such documents, information, and items, including all copies thereof, shall be returned to Owner's Representative upon Final Completion and as a condition precedent to Final Payment, provided that Contractor may retain one copy of same for record purposes only.

18.0 ARTICLE 18 - INDEMNITY AND LIABILITY INSURANCE

18.1 Indemnification. To the fullest extent permitted by law the Contractor agrees to pay and reimburse and indemnify, keep and hold harmless the Owner, its Trustees, officials, agents, employees, servants and their respective heirs, executors, administrators, officers, directors, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys' consultants', and experts' fees and expenses, and including both litigation and pre-litigation expenses, arising out of or connected with: (a) any injury to or death of persons or damage to or loss of destruction of property (other than the Work itself) caused by or attributable to errors or omissions or negligent acts or willful acts, in whole or part, of the Contractor, its sub-consultants, sub-contractors, officers, agents, representatives, or employees; (b) any error, omission, or negligent act; (c) any breach or failure of performance by the Contractor or its sub-consultants, sub-contractors, officers, agents, representatives, or employees under this Agreement. Contractor expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit its responsibilities or liabilities or serve as a limit in recovery.

18.2 Contractor's Liability Insurance. The Contractor agrees to maintain the following minimum insurance coverage for the duration of the Project or the term for which services will be rendered, and for as long as necessary thereafter to cover claims with respect to its performance under this Agreement.

18.2.A The Contractor shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a policyholder's rating not lower than "A-" and a financial rating not lower than "VI" in the current edition of Best's Key Rating Guide for property/casualty insurance companies.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
18.2.A.1 Workmen's Compensation and Occupational Diseases Employer's Liability (Part B)	Illinois Statutory Limits \$500,000 per occurrence
18.2.A.2 Commercial General Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products Completed Operation Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage	\$ 100,000
18.2.A.3 Commercial Auto Liability	
Combined Single Limit	\$1,000,000 per occurrence
OR	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence
18.2.A.4 Evidence of umbrella or excess liability may be used to meet the above required liability limits.	

- 18.2.A.5 Evidence of waiver of subrogation must be expressly stated on the certificate of insurance form (reference section 18.2.A.8.4).
- 18.2.A.6 Subcontractors must comply with the same underlying insurance coverage requirements as Contractor. Subcontractors shall submit the required Certificate of Insurance to the Contractor.
- 18.2.A.7 With respect to the required Commercial General Liability insurance, the Certificate of Insurance should include Additional Insured wording that conveys the following: "The Board of Trustees of the University of Illinois, Construction Manager (if applicable), Contractor with assigned subcontractor(s) (if applicable), and additional parties as designated by Owner (if any) shall be named as an additional insured on a primary and non-contributory basis for liability incurred arising from the activities of Contractor or its subconsultants, subcontractors, officers, agents, representatives, or employees performing work on behalf of Contractor."
- 18.2.A.8 General Liability Terms and Conditions. The Contractor's general liability insurance shall include, without limitation, the following coverages:
 - 18.2.A.8.1. Contractual Liability. Coverage shall cover all contractual obligations which the Contractor has assumed, including the Indemnity Agreement, for the liability limits set forth above. An Owner/Contractor's protective liability policy may be provided in lieu of a commercial general liability policy for the liability limits set forth above.
 - 18.2.A.8.2. Explosion, Collapse and Underground Hazards. Coverage for "XCU" (explosion, collapse and underground) hazards shall be included for the liability limits set forth above.
 - 18.2.A.8.3. Completed Operations Coverage. Completed operations coverage in the liability limits set forth above shall be included for a period of not less than one year after the Substantial Completion date.
 - 18.2.A.8.4 The Contractor's liability insurance policies shall include a waiver of subrogation clause which must be expressly stated on the Certificate of Insurance that conveys the following:

"It is agreed that in no event shall any insurance company of the Contractor have any right of recovery against Owner for any and all damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of Owner."

18.3 Terms and Conditions

- 18.3.A Modification or Cancellation. The Contractor's insurance policies shall be modifiable or cancelable only after written notice has been delivered by Contractor to the Owner by certified or registered mail thirty (30) days in advance of such modification or cancellation.
- 18.3.B Delivery of Policies. Upon request, the Contractor shall deliver copies of its newly issued or renewal insurance policies to the Owner within ten (10) days following the Owner's request for such copies. Failure to request such copies of new or renewal insurance policies does not relieve the Contractor of its contractual obligation to provide the insurance coverages set forth.
- 18.3.C Notification of Insurance Carriers. The Contractor shall be responsible for notifying all of its liability insurance carriers of the provisions of this Agreement and for procuring insurance coverage for this contract on a timely basis. The Contractor shall not commence work under this contract until it has obtained all the insurance required under this Article and until certificates of such insurance have been approved by the Owner.
- 18.3.D Contractor's Liability. The procuring of the insurance required under this contract shall be considered solely as securing Contractor's obligations or liabilities assumed under the Contract Documents, including, but not limited to, the obligation to indemnify the Owner assumed under paragraph 18.1 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Contractor shall remain liable and responsible for all such obligations whether or not the insurance provided by it is approved by the Owner and whether or not such insurance is sufficient in amount, quality or coverage to protect it against such liability. The Contractor shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.
- 18.3.E Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Contractor of any of its obligations under this contract, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Contractor has an indemnity obligation to Owner under any provision of this contract or otherwise, Contractor shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Contractor, including, but not limited to, any and all expert witness fees and expenses.
- 18.3.F Lapse of Insurance. In the event Contractor loses insurance coverage, Contractor shall stop work and shall immediately notify Owner of such cancellation or other loss of insurance coverage. Owner shall withhold any future payments due to Contractor until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Contractor procures replacement insurance in accordance with Contract Documents, Owner reserves the right to allow Contractor to continue work. There shall be no time credit for days not worked pursuant to this section.
- 18.3.G Uninsured Loss Occurrence. In the event a loss occurs during the uninsured period, Owner reserves the right to withhold payment due to Contractor. Contractor shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Contractor. Owner reserves the right to pursue any legal action necessary to cover losses. If Contractor remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Contractor to continue work. There shall be no time credit for days not worked pursuant to this section.

- 18.3.H The Contractor's failure to comply with any insurance requirements set forth herein shall be deemed a material breach of the contract terms.
- 18.3.I Contractor shall furnish any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the appropriate contact person as designated. The receipt of any certificate does not constitute an admission by the Owner that insurance requirements have been met. Failure of the Owner to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the Owner.

19.0 ARTICLE 19 - BUILDER'S RISK INSURANCE

19.1 The Owner's Risk.

- 19.1.A Permanent Installation. Owner bears the risk of loss or damage for Owner-procured property that will be permanently installed into the project while in transit or in storage away from the jobsite until responsibility for the Owner-procured property is accepted by a contractor or the property is transferred to the custody of the designated contractor or the custody of any contractor subject to the supervision of the designated contractor, or any contractor named as an additional insured, or named insured, under the Builder's Risk/Installation Floater (herein after referred to as "Builder's Risk" or "policy"). The designated contractor is responsible for providing and paying for the builder's risk insurance as described in Article 19. Any loss or cost of repair not covered by such insurance shall be borne by the Contractor responsible for the Work, without additional cost to the Owner. The entity (Contractors or Construction Managers) responsible for providing Builder's Risk Insurance, identified in Document 00-10-00 Section 2.0, will hereinafter be known as the Designated Contractor throughout this Article.
- 19.1.B Non-Permanent Installation. Owner bears the risk of loss or damage for Owner procured non-permanent property (contents including furniture, fixtures, equipment, etc.), whether installed by Owner or contractor, until the project is substantially complete.

19.2 The Contractor's Risk.

- 19.2.A Designated Contractor with Assigned Subcontractors. If Builder's Risk Insurance is required, the Designated Contractor will provide an insurance policy which shall insure against all risks of direct physical loss or damage to the project. Risk of transit and storage for equipment not Owner-procured is the responsibility of each individual Contractor until such time as the equipment is delivered to the jobsite. The Designated Contractor shall be responsible for the deductible.
- 19.2.B Designated Contractor without Assigned Subcontractors or Construction Managers.
- 19.2.B.1 If Builder's Risk Insurance is required and where the Owner has not assigned subcontractors to a Designated Contractor, the Contractor assigned the responsibility of procuring the Builder's Risk policy will provide an insurance policy that insures against all risks of direct physical loss or damage to the Project. Risk of transit and storage for equipment not Owner-procured is the responsibility of each individual Contractor until such time as the equipment is delivered to the jobsite. Contractors will be responsible for payment of the policy deductible for losses to their portion of the Work. Contractors will be responsible for submitting and negotiating their claims, if any, under the Builder's Risk policy, and/or for any other coverages that they might procure on their own behalf.

19.2.B.2 Deductible. The policy shall be subject to the following deductible schedule, unless a different deductible is approved by the Owner under separate cover:

<u>Policy Limit of Builder's Risk</u>	<u>Maximum Amount of Deductible</u>
Up to \$10,000,000	\$ 5,000
Over \$10,000,000	\$50,000

The Owner shall not be responsible for any portion of the deductible.

19.2.C Designated Contractor Procured Non-Permanent Property (contents including furniture, fixtures, equipment, etc.). Non-permanent Property procured by the Designated Contractor shall be insured by said Designated Contractor under their property policy or endorsed onto the Builder's Risk policy purchased for the project. Coverage shall be on a replacement cost basis for 100% of the value of the non-permanent property and shall remain in force until the project is substantially complete. Designated Contractor shall be responsible for the deductible.

19.3 Builder's Risk Policy.

19.3.A The policy shall be a Completed Value All Risk Builder's Risk/Installation Floater form or equivalent form issued under an ISO (hereinafter referred to as "Builder's Risk" or "policy") with the policy limit equal to one hundred percent (100%) of the total sum of all Agreements, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the Project.

19.3.B The policy shall be issued in the name of the Designated Contractor with the Owner (The Board of Trustees of the University of Illinois), all assigns, all contractors, subcontractors of every tier, mortgagees and/or loss payees, if applicable and Professional Services Consultants (limited to their site activities) as additional insureds, as their interests may appear.

19.3.C The insurance companies providing coverage must have a policyholder's rating not lower than A- and a financial rating not lower than VI in the current edition of Best's Key Rating Guide.

19.3.D The policy will, at a minimum, comply with the requirements set forth. Further, the policy shall include a waiver of subrogation clause which must be expressly stated on the Evidence of Property form that conveys the following:

"It is agreed that in no event shall any insurance company of the Designated Contractor have any right of recovery against Owner for any and all damage or loss unless such damage or loss results from the sole negligence or willful misconduct of Owner."

19.3.E Contractor shall furnish Evidence of Property Insurance Form evidencing the required Builder's Risk coverage to be in force on the start of construction at the jobsite, and any renewals if coverage has an expiration or renewal date occurring during the term of this Agreement.

19.3.F Designated Contractor(s) is responsible for and may carry whatever additional insurance they may deem necessary to protect themselves against hazards or perils not covered by the Builder's Risk policy. Any loss or cost of repair not covered by the Builder's Risk insurance shall be borne by the Contractor whose Work or property suffers the loss, without additional cost to the Owner.

19.3.G Required Coverage. Policy shall cover all risks of direct physical loss or damage to covered property during the policy term, including where applicable, Flood and Earthquake.

- 19.3.G.1 Covered Property (this may be property of the Insured and/or the property of others for which the Insured has assumed responsibility):
- 19.3.G.1.1 Property which will become a permanent part of the project. This includes materials, supplies, equipment, machinery, foundations, and underground pipes and wiring; owner supplied materials, equipment, machinery and supplies, the value of which has been included in the total project value. Coverage to include commissioning and testing of equipment and systems including boilers, chillers, pumps and other similar equipment.
 - 19.3.G.1.2 Temporary structures including all scaffolding, construction forms, falsework, shoring, cribbing, fencing, and temporary buildings at the job site, when the value has been included in the total project value.
 - 19.3.G.1.3 Property while in transit from the time of loading until unloading at the final destination (the job site, a temporary offsite location).
 - 19.3.G.1.4 Property while at any location other than the job site, and on a temporary basis.
- 19.3.G.2 Required Coverage Extensions. Policy shall additionally cover the following, subject to policy sub-limits sufficient to cover the exposure, which shall be listed in the policy Declarations.
- 19.3.G.2.1 Occupancy. The policy shall specifically permit and allow for beneficial or partial occupancy prior to substantial completion of the Project and acceptance by the Owner.
 - 19.3.G.2.2 Landscaping. Coverage shall extend to trees, shrubs, plants, lawns or sod to be planted as part of the insured project.
 - 19.3.G.2.3 Extra Expenses. Extra expenses shall cover reasonable and necessary excess costs incurred during the period of repair of the damaged property and include equipment rental, emergency expenses, and other expenses necessarily incurred to reduce loss. Unless Owner requires it Extra Expenses would not include additional interest or debt service expense, business interruption, loss of earnings/income, or other delay in completion.
 - 19.3.G.2.4 Construction Documents. Construction Documents shall cover Plans, Blueprints, Drawings, Models or other such Documents related to the project.
 - 19.3.G.2.5 Debris Removal. In the event of direct physical loss or damage to the covered property the policy shall pay the necessary and reasonable costs: 1) to remove debris, including necessary demolition expenses, and/or 2) cost of cleanup at the insured site.
 - 19.3.G.2.6 Architects and Engineers Fees
 - 19.3.G.2.7 Expediting Expense
 - 19.3.G.2.8 Fire Dept. Service Charges and Fire Protective Equipment Refill

19.3.G.2.9 Ordinance or Law/Demolition and Increased Cost of Construction

19.3.G.2.10 Water Damage. Flood, as defined by the Owner in Article 19.3.G may or may not be required depending on the Project; however, the following Water Damage coverage is always required: back-up of sewers, drains and sumps; weight of snow, ice, sleet; sprinkler leakage; water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces – basements, whether paved or not; or doors, windows or other openings.

19.3.G.3 Coverage options - Owner may, at their option, additionally require these Coverage options:

19.3.G.3.1 Delay in completion. Policy shall cover business income and extra expense (loss of rental income and/or gross earnings including concession and/or merchandise revenue; soft costs such as legal/accounting fees, design professional fees, insurance premiums for extending or renewing coverage, general overhead, etc.) in the event direct physical loss or damage to the covered project results in delay. Limit of coverage shall be \$0.00.

19.3.G.3.2 Flood. As defined by the Owner means the overflow of a body of water onto normally dry land. The policy shall include coverage for loss due to Flood as defined above. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

19.3.G.3.3 Earthquake. The policy shall include coverage for loss due to earth movement, including earth sinking, rising or shifting related to such event: landslide, including any earth sinking, rising or shifting related to such event, and including mine subsidence, whether man-made or not; earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. The limit of liability for this peril must be equal to the completed value or \$5,000,000, whichever is less. The deductible for this peril may be as high as \$25,000. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

19.3.H Policy shall not be required to cover these types of property:

19.3.H.1 Machinery and tools that will not become a permanent part of the project.

19.3.H.2 Vehicles licensed for road use, aircraft, watercraft, rolling stock.

19.3.H.3 Existing property at the job site; unless required by contract.

- 19.3.H.4 Money, securities, accounts, bills, stamps, and other similar items; precious metals and/or stones.
 - 19.3.H.5 Water, timber, crops, animals; trees, shrubs, plants, and lawn or sod already existing at the job site.
 - 19.3.H.6 Land, except excavations, grading, backfilling, filling or other movement of land if such Work is part of the project.
- 19.3.I Acceptable Policy exclusions:
- 19.3.I.1 War and Military Action, including:
 - 19.3.I.1.1 War, including undeclared or civil war
 - 19.3.I.1.2 Hostile or warlike action by a military force in time of peace or war;
 - 19.3.I.1.3 Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against any of these;
 - 19.3.I.1.4 Seizure or destruction of property by order of governmental authority.
 - 19.3.I.2 Nuclear reaction, nuclear radiation or radioactive contamination from any other cause, however, loss or damage arising out of a resultant fire shall be covered (subject to the provisions of the insurance policy).
 - 19.3.I.3 Mysterious disappearance or shortage found upon taking inventory;
 - 19.3.I.4 Dishonest or criminal acts of the insured or its employees;
 - 19.3.I.5 Seizure or destruction of property by order of any governmental authority; unless such action is ordered to prevent the spread of fire, in which case the policy shall pay for the damage to the covered property.
 - 19.3.I.6 Loss from fungus, mold, mildew, and the like, unless otherwise specified in the insurance policy;
 - 19.3.I.7 Actual, alleged or threatened release, discharge, seepage, escape, or dispersal of Contaminants or Pollutants. However, if fire arises directly or indirectly from the actual release, discharge, seepage, escape or dispersal of Contaminants or Pollutants, any loss or damage insured under the policy arising directly from that fire shall be covered;
 - 19.3.I.8 Asbestos removal per governmental order, plus any additional costs for such things as demolition, or cost of reconstruction or debris removal, arising out of such order.
 - 19.3.I.9 Normal subsidence and/or normal settling, cracking, shrinking or expanding of foundations or any other part of the covered property;
 - 19.3.I.10 Normal wear and tear, gradual deterioration, rust, corrosion, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
 - 19.3.I.11 Omission or error in planning, zoning, development, surveying, design or specifications;
 - 19.3.I.12 Defective or inadequate workmanship, materials, or maintenance.

19.4 Terms and Conditions

- 19.4.A Modification or Cancellation. The Designated Contractor's insurance policies shall be modifiable or cancelable only after written notice has been delivered by Designated Contractor to the Owner by certified or registered mail thirty (30) days in advance of such modification or cancellation. Designated Contractor must agree to maintain such insurance for the duration of the Project.
- 19.4.B Delivery of Policies. Upon request, the Designated Contractor shall deliver copies of its newly issued or renewal insurance policies to the Owner within ten (10) days following the Owner's request for such copies. Failure to request such copies of new or renewal insurance policies does not relieve the Designated Contractor of its contractual obligation to provide the insurance coverages set forth.
- 19.4.C Notification of Insurance Carriers. The Designated Contractor shall be responsible for notifying its insurance carriers of the provisions of this Agreement and for procuring insurance coverage for this contract on a timely basis. The Contractor shall not commence work under this contract until it has obtained all the insurance required and until evidence of such insurance has been approved by the Owner.
- 19.4.D Designated Contractor's Liability. The procuring of the insurance required under this contract shall be considered solely as securing Designated Contractor's obligations or liabilities assumed under the Contract Documents, including, but not limited to, the obligation to indemnify the Owner assumed under paragraph 18.1 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Designated Contractor shall remain liable and responsible for all such obligations whether or not the insurance provided by it is approved by the Owner and whether or not such insurance is sufficient in amount, quality or coverage to protect it against such liability. The Designated Contractor shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.
- 19.4.E Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Designated Contractor of any of its obligations under this contract, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Contractor has an indemnity obligation to Owner under any provision of this contract or otherwise, Designated Contractor shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against Designated Contractor, including, but not limited to, any and all expert witness fees and expenses.
- 19.4.F Lapse of Insurance. In the event Designated Contractor loses insurance coverage, Contractor shall stop work and shall immediately notify Owner of such cancellation or other loss of insurance coverage. Owner shall withhold any future payments due to Designated Contractor until the matter is resolved. Owner reserves the right to pursue any legal action necessary to cover losses. If Designated Contractor procures replacement insurance in accordance with Contract Documents, Owner reserves the right to allow Designated Contractor to continue work. There shall be no time credit for days not worked pursuant to this section.
- 19.4.G Uninsured Loss Occurrence. In the event a loss occurs during the uninsured period, Owner reserves the right to withhold payment due to Designated Contractor. Designated Contractor shall immediately notify Owner of any loss. Owner shall withhold any future payments due to Designated Contractor. Owner reserves the right to pursue any legal action necessary to cover losses. If

Designated Contractor remedies the loss and obtains the required insurance coverages, Owner reserves the right to allow Designated Contractor to continue work. There shall be no time credit for days not worked pursuant to this section.

20.0 ARTICLE 20 - SUSPENSION

20.1 Suspension of Work. Owner may for any reason suspend, in whole or in part, performance of the Work and Contractor's performance under this contract. Owner's Representative shall give written notice of such suspension to Contractor specifying when such suspension is to become effective and the scope of the Work affected by such suspension.

20.2 Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner, Contractor shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the suspended portion of the Work. From and upon the effective date of any suspension ordered by Owner, Contractor shall cease performing Work, and shall cause all Subcontractors to cease performing Work, related to the suspended portion of the Work, and shall utilize its best efforts to mitigate costs resulting from the suspension.

20.3 Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing signed by Owner's Representative and Contractor shall promptly resume performance of the Work and cause the Subcontractors to resume performance of the Work, unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided in paragraph 21.8 herein.

20.4 Costs of Suspension. Within seven (7) days after either the resumption of the suspended portion of the Work or the termination of this contract, Contractor shall submit an itemization of the following cost items reasonably and necessarily expended by Contractor as a direct result of the suspension, together with pricing or other data required by Owner's Representative:

20.4.A salaries of Contractor's home or branch office employees, or both, but only to the extent that such employees were directly impacted by said suspension;

20.4.B salaries of Contractor's field employees, costs of construction tools, equipment, and field office costs but only to the extent that such employees were directly impacted by said suspension; and

20.4.C Subcontract costs reasonably and unavoidably incurred on account of the suspension; and

20.4.D any other items directly related to the suspended part of the Work.

Contractor's failure to provide such itemized information within such seven (7) day time period shall constitute a waiver of any compensation relating to the suspension of Contractor's Work under this contract. Owner shall promptly review Contractor's itemization and shall issue a Change Order providing for payment to Contractor of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the Contract Sum by like amount. In no event shall Contractor be entitled to lost profits, other consequential damages, or any items of damage related to or resulting from a suspension of the Work except for those items enumerated in this paragraph.

20.5 Extension of Time Due To Suspension. In the event that Work is suspended as provided herein, subject to the provisions of paragraph 14.3, Contractor shall be entitled to an equitable time extension as determined by the Professional Services Consultant.

21.0 ARTICLE 21 - TERMINATION

21.1 Termination for Convenience. Owner may for any reason terminate performance of the Work, this contract, or any part of any of them, for Owner's convenience. Owner shall

give written notice of such termination to Contractor specifying when termination becomes effective and the scope thereof.

- 21.2 Ceasing Performance upon Termination. From and after the effective date of any termination, Contractor shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the terminated portion of the Work. From and after the effective date of any termination, Contractor shall cease performance and cause the Subcontractors to cease performance, to the extent of the terminated portion of the Work. In the event of termination of this contract, Contractor shall terminate outstanding Subcontracts and purchase orders related to the terminated portion of the Work unless directed to do otherwise by Owner's Representative. Owner's Representative may direct Contractor to assign, and Contractor hereby agrees to assign Contractor's right, title and interest under open or terminated Subcontracts to Owner or its designee. Unless directed otherwise by Owner's Representative, Contractor shall settle the liabilities and claims arising out of the termination of the Subcontracts. If requested by Owner's Representative, Contractor shall vacate the Project site immediately.
- 21.3 Submission of Termination Invoice. In the event of termination of all or any part of the Work or this contract for convenience, Contractor shall, within ninety (90) days after the effective date of termination, submit a written termination invoice to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. Contractor's failure to submit a termination invoice within such ninety (90) day period shall constitute a waiver of any compensation relating to the termination. If a proper termination invoice is submitted, then Owner shall pay Contractor an amount derived in accordance with paragraph 21.4 herein.
- 21.4 Compensation for Termination for Convenience. As full compensation due to Contractor for any termination for convenience, including any amounts due from Contractor to a Subcontractor on account of such termination, Owner shall, subject to subparagraph E. below, pay Contractor the following amounts:
- 21.4.A Reasonable costs of settling and paying debts arising out of the termination of Subcontracts pursuant to the order of termination;
- 21.4.B The unpaid portion of overhead and profit earned to the date of termination;
- 21.4.C If it appears that the Contractor would not have profited, would have sustained a loss, or that its profit would have been diminished if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any, notwithstanding the provisions of subparagraphs A., B., C., and D. of this paragraph 21.4.
- 21.4.D The total sum to be paid the Contractor under this paragraph 21.4 shall not exceed the Contract Sum, as properly adjusted, less those sums paid or to be paid directly by Owner to Assigned Subcontractors, reduced by the amounts of payments otherwise made, and shall in no event include duplication of payment.
- 21.4.E In no event shall Contractor be entitled to recover from Owner, on its own account or on behalf of a Subcontractor, lost profits or other consequential damages, whether its own or those of a Subcontractor, on account of a termination for convenience or an erroneous termination for cause, as described below.
- 21.5 Termination for Cause. If Contractor refuses or fails to perform under this contract in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Contractor is otherwise guilty of a material breach of this contract or any warranty made herein, then Owner may,

by written notice to Contractor, and without prejudice to any other right or remedy, terminate the employment of Contractor, in whole or in part, and take possession of the Project site, the Contract Documents, Subcontracts, Project Documentation in the possession of Contractor, and all equipment and materials at the site.

- 21.6 Erroneous Termination for Cause. In the event the employment of Contractor is terminated by Owner for cause and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under paragraph 21.1 and the provisions of paragraph 21.4 regarding compensation shall apply.
- 21.7 Completion by Owner and Survival of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the terminated portion of the Work by whatever means Owner deems most expedient. Contractor's obligations and all provisions of this contract shall continue in full force and effect as to all Work performed prior to the effective date of the termination and as to that portion of the Work not affected by the termination.
- 21.8 Termination by Contractor. If the Work or this contract is suspended by Owner or by governmental authority in its entirety for a period of one hundred and twenty (120) consecutive days or more through no fault of Contractor or the Subcontractors, or if Owner fails to perform its material obligations to the Contractor for a period of sixty (60) days after receipt of written notification from Contractor of its intent to terminate hereunder, then Contractor may, upon seven (7) days written notice to Owner, terminate this contract. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to paragraph 21.1 above.

22.0 ARTICLE 22 - LABOR AND EMPLOYMENT LAWS AND REGULATIONS

- 22.1 Illinois Statutes. The Contractor shall comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority that are applicable to the work or which in any way pertain to the project, including, without limiting the foregoing thereto, the following Illinois statutes:

22.1.A The Prevailing Wage Act.

Pursuant to the Prevailing Wage Act, Contractor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

The Contractor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor, including assigned subcontractors, for services performed. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. The certified payroll shall be accompanied by a statement signed by the Contractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Contractor

acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

22.2 Compliance. The above explanations of these Acts are condensed and not intended to be a complete detailed account of all duties and obligations imposed thereby, and hence by this article of The General Conditions, upon the Contractor. The Contractor shall comply with all of the provisions of the above cited Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations issued thereunder.

23.0 ARTICLE 23 - RESERVED

24.0 ARTICLE 24 - ENVIRONMENTAL ISSUES

24.1 Environmental Licenses, Certifications, and Permits. Contractor covenants and agrees that during the term of this contract and any extensions or renewals thereof, all of its employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state and local governing authorities with jurisdiction over environmental matters. Contractor agrees to provide to Owner's Representative evidence of compliance with the requirements of this paragraph upon demand.

24.2 Environmental Laws. Contractor, its Subcontractors, representatives, employees, and agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

24.3 Termination. Contractor agrees that a breach of any of the terms, conditions, and obligations of this Article would be detrimental to Owner, a material breach of this contract and grounds for Owner's termination of the contract.

24.4 Application with Other Provisions. The provisions of this Article 24 shall operate in addition to, and not in limitation of, any other obligations contained in the Contract Documents.

25.0 ARTICLE 25 - MISCELLANEOUS PROVISIONS

25.1 Successors and Assigns. Subject to the provisions of the Agreement, Owner and Contractor, respectively, bind themselves, their successors, assigns and legal representatives to the other party and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this Contract.

25.2 Third Party Beneficiaries. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party, including any Subcontractor.

25.3 Waiver. No waiver by Owner of any one or more defaults by Contractor in the performance of the provisions of this contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

25.4 Entire Agreement/Amendments in Writing. This contract represents the entire agreement between Owner and Contractor and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to the provisions of Article 13, this contract may be amended only by written instrument signed by both Owner and Contractor.

25.5 Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Illinois.

25.6 "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

- 25.7 Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of the contract.
- 25.8 Headings. The headings used are merely for convenience and shall have no other force, effect or purpose.
- 25.9 Severability. In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction or other competent tribunal or rendered invalid by any legislative or regulatory enactment, the remaining provisions shall remain in full force and effect, and such holding or enactment shall not invalidate or render unenforceable any other provision hereof.
- 25.10 Taxes. The Contractor shall pay all current and applicable city, county, State and Federal taxes, licenses, assessments, including Federal Excise Taxes, due on his work, including without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and the Federal and State Unemployment Tax Acts.

The Contractor shall accept exclusive liability for, and pay, all taxes, license fees, assessments, and excises, levied, assessed or imposed upon or on account of the execution of the contract or on the materials therefor, or on the manufacture, storage, sale, receipts from sale, transportation or delivery of the materials therefor, under any Federal, State, or local law or laws, and in the event said taxes, license fees, assessments and excises, or any part thereof, are in the first instance charged to the Owner, the Contractor shall, at the demand of the Owner, pay the Owner the amount thereof, plus any and all penalties which may have accrued thereon.

The Owner is exempted by Section 3-5 of the Illinois Use Tax Act (35 ILCS 105/3-5 (2000)) from paying any of the taxes imposed by that Act, and sales to Owner are exempt by Section 2-5 of the Illinois Retailer's Occupation Tax Act. (35 ILCS 120/2-5 (2000)) from any of the taxes imposed by that Act. The Department of Revenue of the State of Illinois under Rule No. 15, issued August 9, 1961, has declared that sales of materials to construction contractors for conversion into real estate for schools, governmental bodies agencies and instrumentalities, are not taxable retail sales. The Board of Trustees of the University of Illinois has been assigned the following Tax Exemption Number in connection with the Retailers' Occupation Tax, the Service Occupation Tax, the Use Tax, and Service Use Tax in Illinois: E9989-9779-056.

END OF DOCUMENT 00 70 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 90 00 - ADDENDA AND MODIFICATIONS
(Standard Multiple and Single Contract Sets)

1.0 GENERAL NOTE

- 1.1 Assignment of Section Numbers. 00 90 00 is the CSI Section designated for the control and numbering of addenda and modifications. For purposes of accessibility and control, the documents will be assigned section numbers as shown in the following logs.
- 1.2 Insertion and Control. Since addenda and modifications are usually issued after the project manual and specifications are assembled and bound, it will not normally be practical to insert copies into this document. It is recommended, however, that the addenda and modifications be posted in the sections of the documents affected and that a complete extra set of the addenda and modifications be kept on file. The following logs for addenda and modifications, bulletins, etc. are provided to assist in the numbering, posting and control of changes to the Contract Documents.

2.0 ADDENDUM LOG

#	Section	Description	# of Pages	Date Posted
1	00 90 01			
2	00 90 02			
3	00 90 03			
4	00 90 04			
5	00 90 05			

3.0 MODIFICATION AND BULLETIN LOG

#	Section	Description	# of Pages	Date Posted
1	00 95 01			
2	00 95 02			
3	00 95 03			
4	00 95 04			
5	00 95 05			

END OF DOCUMENT 00 90 00

Sangamon County Prevailing Wage for July 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng		
=====	==	====	=	=====	=====	=====	====	====	=====	=====	=====	=====		
ASBESTOS ABT-GEN		BLD		31.120	32.370	1.5	1.5	2.0	6.300	13.30	0.000	0.800		
ASBESTOS ABT-MEC		BLD		30.360	31.360	1.5	1.5	2.0	7.450	3.000	0.000	0.000		
BOILERMAKER		BLD		33.340	35.840	1.5	1.5	2.0	7.070	21.53	1.250	0.400		
BRICK MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	12.69	0.000	0.850		
CARPENTER		BLD		31.200	33.450	1.5	1.5	2.0	8.000	14.65	0.000	0.520		
CARPENTER		HWY		31.200	32.650	1.5	1.5	2.0	8.000	15.05	0.000	0.520		
CEMENT MASON		BLD		26.550	28.050	1.5	1.5	2.0	7.200	12.35	0.000	0.600		
CEMENT MASON		HWY		26.150	27.150	1.5	1.5	2.0	7.200	12.40	0.000	0.600		
CERAMIC TILE FNSHER		BLD		29.160	0.000	1.5	1.5	2.0	8.500	9.140	0.000	0.000		
ELECTRIC PWR EQMT OP		ALL		38.300	45.290	1.5	1.5	2.0	6.150	10.73	0.000	0.380		
ELECTRIC PWR GRNDMAN		ALL		26.280	45.290	1.5	1.5	2.0	5.790	7.360	0.000	0.260		
ELECTRIC PWR LINEMAN		ALL		42.540	45.290	1.5	1.5	2.0	6.280	11.92	0.000	0.430		
ELECTRIC PWR TRK DRV		ALL		27.560	45.290	1.5	1.5	2.0	5.830	7.720	0.000	0.280		
ELECTRICIAN		BLD		34.480	36.480	1.5	1.5	2.0	6.870	8.630	0.000	0.400		
ELECTRONIC SYS TECH		BLD		31.120	33.120	1.5	1.5	2.0	5.850	7.680	0.000	0.400		
ELEVATOR CONSTRUCTOR		BLD		41.690	46.900	2.0	2.0	2.0	13.57	14.21	3.340	0.600		
GLAZIER		BLD		32.380	34.380	1.5	2.0	2.0	7.050	8.400	0.000	0.430		
HT/FROST INSULATOR		BLD		38.060	39.060	1.5	1.5	2.0	8.700	11.46	0.000	0.550		
IRON WORKER		BLD		30.250	32.250	1.5	1.5	2.0	8.740	13.79	0.000	0.660		
IRON WORKER		HWY		31.420	33.170	1.5	1.5	2.0	8.740	13.87	0.000	0.660		
LABORER		BLD		28.620	29.870	1.5	1.5	2.0	6.300	13.30	0.000	0.800		
LABORER		HWY		28.470	29.220	1.5	1.5	2.0	6.300	13.30	0.000	0.800		
LATHER		BLD		31.200	33.450	1.5	1.5	2.0	8.000	14.65	0.000	0.520		
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000		
MARBLE FINISHERS		BLD		29.160	0.000	1.5	1.5	2.0	8.500	9.140	0.000	0.000		
MARBLE MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	12.69	0.000	0.850		
MILLWRIGHT		BLD		31.060	33.310	1.5	1.5	2.0	8.000	15.25	0.000	0.520		
MILLWRIGHT		HWY		33.060	34.810	1.5	1.5	2.0	8.000	15.67	0.000	0.520		
OPERATING ENGINEER		BLD 1		34.850	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		BLD 2		32.500	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		BLD 3		28.900	35.600	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		BLD 4		36.350	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		HWY 1		39.750	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		HWY 2		35.540	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		HWY 3		29.060	40.150	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
OPERATING ENGINEER		HWY 4		41.250	0.000	1.5	1.5	2.0	10.45	9.350	0.000	1.500		
PAINTER		ALL		29.580	31.080	1.5	1.5	2.0	5.250	9.830	0.000	0.600		
PAINTER OVER 30FT		ALL		30.580	32.080	1.5	1.5	2.0	5.250	9.830	0.000	0.600		
PAINTER PWR EQMT		ALL		30.580	32.080	1.5	1.5	2.0	5.250	9.830	0.000	0.600		
PAINTER SIGNS		ALL		16.240	0.000	1.5	1.5	2.0	0.000	0.000	0.000	0.000		
PILEDRIVER		BLD		32.200	34.450	1.5	1.5	2.0	8.000	14.65	0.000	0.520		
PILEDRIVER		HWY		32.200	33.950	1.5	1.5	2.0	8.000	15.05	0.000	0.520		
PIPEFITTER		BLD		41.840	45.840	1.5	1.5	2.0	7.000	8.260	0.000	1.010		
PLASTERER		BLD		29.300	31.050	1.5	1.5	2.0	7.500	12.57	0.000	0.650		
PLUMBER		BLD		41.840	45.840	1.5	1.5	2.0	7.000	8.260	0.000	1.010		
ROOFER		BLD		29.300	31.800	1.5	1.5	2.0	9.600	8.000	0.000	0.500		
SHEETMETAL WORKER		BLD		33.440	36.390	1.5	1.5	2.0	8.700	13.59	0.000	0.750		
SPRINKLER FITTER		BLD		37.120	39.870	1.5	1.5	2.0	8.420	8.500	0.000	0.350		
STONE MASON		BLD		30.000	31.500	1.5	1.5	2.0	8.500	12.69	0.000	0.850		
SURVEY WORKER		---	NOT IN EFFECT		ALL	28.470	29.220	1.5	1.5	2.0	6.300	10.76	0.000	0.800
TERRAZZO FINISHER		BLD		29.160	0.000	1.5	1.5	2.0	8.500	9.140	0.000	0.000		
TERRAZZO MASON		BLD		27.860	28.610	1.5	1.5	2.0	8.450	9.000	0.000	0.000		
TILE MASON		BLD		27.860	28.610	1.5	1.5	2.0	8.450	9.000	0.000	0.000		
TRUCK DRIVER		ALL 1		34.220	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		ALL 2		34.690	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		ALL 3		34.950	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		ALL 4		35.240	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		ALL 5		36.170	37.870	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		O&C 1		27.380	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		O&C 2		27.750	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		O&C 3		27.960	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		O&C 4		28.190	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TRUCK DRIVER		O&C 5		28.940	30.300	1.5	1.5	2.0	11.40	5.640	0.000	0.250		
TUCKPOINTER		BLD		30.000	31.500	1.5	1.5	2.0	8.500	12.69	0.000	0.850		

Legend: RG (Region)
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
 C (Class)
 Base (Base Wage Rate)
 FRMAN (Foreman Rate)
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
 OSA (Overtime (OT) is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

SANGAMON 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.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

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, vector 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; Aspco 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-dozers, 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.