

Contracts+ Document Submittal Requirements

Important Note: Delete this page from the Main Document prior to submitting the contract to the Internal Review Round.

Construction Contract Award

REMINDER: If Liquidated Damages (LD) is to be implemented, the following documents must be submitted and reviewed prior to Contracts+ review of Front End Documents (FED).

- LD Worksheet
- LD justification statement for the FEDs (unique to the project)
- Legal review of documents

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 PROJECT INFORMATION

1.1 Project Name: [[Project Name (FCPWeb Name Preferred)]]

1.2 Project Number: [[Capital Project Number (FCPWeb Project # Preferred)]]

1.3 Project Description.

[[Capital Project Detailed Description]]

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

<Alternate Clause: CFED – 10 Project Labor Agreement Single Multiple Alt> Yes option only

<Yes option: 'CFED – 10 Project Labor Agreement – Yes'>

This project includes a Project Labor Agreement that will be executed between the lowest responsible/responsive bidder and the East Central Illinois Building and Construction Trades Council. A copy of the Project Labor Agreement is included at the end of Section 00 90 00.

<End 'CFED – 10 Project Labor Agreement – Yes'>

1.4 Project Location:

[[Project Address]]

1.5 Contract Documents Prepared By:

[[Professional Services Firm - Name]]

[[Professional Services Firm - Address]]

[[Professional Services Firm - City]], [[Professional Services Firm - State Code]]

[[Professional Services Firm - Zip Code]]

hereinafter referred to as the Professional Services Consultant.

2 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:

<Alternate Clause: CFED – 10 Single Non-Assigned DOWs Alt> This clause allows for the display of anywhere between 1 and 8 non-assigned Divisions of Work.

<4 option: 'CFED – 10 Single Non-Assigned DOWs – 4'>

[[Non-Assigned Division of Work (1)]]

[[Non-Assigned Division of Work (2)]]

[[Non-Assigned Division of Work (3)]]

[[Non-Assigned Division of Work (4)]]

<End 'CFED – 10 Single Non-Assigned DOWs – 4' >

<Alternate Clause CFED – 10 Subs Incorporated DOW1 Alt> This clause allows for the display of anywhere between 1 to 5 divisions of work incorporated into the first incorporating division of work. If there is no first incorporating division of work this clause is not populated. >

<3 option: 'CFED – 10 Subs Incorporated DOW1 – Yes 3'>

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division [[Incorporating Division of Work 1]] for this project and will not be bid separately.

[[Incorporated DOW 1 for Incorporating DOW 1]]

[[Incorporated DOW 2 for Incorporating DOW 1]]

[[Incorporated DOW 3 for Incorporating DOW 1]]

<End 'CFED – 10 Subs Incorporated DOW1 - Yes 3'>

<Alternate Clause CFED – 10 Subs Incorporated DOW2 Alt> This clause allows for the display of anywhere between 1 to 5 divisions of work incorporated into the second incorporating division of work. If there is no second incorporating division of work this clause is not populated. >

<2 option: 'CFED – 10 Subs Incorporated DOW2 – Yes 2'>

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division [[Incorporating Division of Work 2]] for this project and will not be bid separately.

[[Incorporated DOW 1 for Incorporating DOW 2]]

[[Incorporated DOW 2 for Incorporating DOW 2]]

<End 'CFED – 10 Subs Incorporated DOW2 - Yes 2'>

<Alternate Clause CFED – 10 Single Bid Type and Location Alt> This clause allows the selection of the bid type as either Electronic or Physical along with the location from a list of 8 University of Illinois organizations.

<Electronic Chicago option: 'CFED - 10 Single Bid Type and Location - Electronic Chicago'> The electronic clauses differ by the University specific PRZM URL.

- 2.1.B Delivery. Submit bids on forms furnished by the Owner as **one pdf less than 200 MB** at <https://przm.apps.uillinois.edu/przm/ocpweb.nsf/projectsuic?OpenView> for this project. If multiple bids are received by the same bidder for the same division of work, the later bid will be considered official.

2.1.B.1 Electronic Bids will be received up to the hour of [[Contractor Bid Due Hour]], prevailing time, on [[Contractor Bid Due Date]].

- 2.1.C Electronic Bid Opening. Electronic bids will be electronically opened and publicly read on [[Contractor Bid Opening Date]] / [[Contractor Bid Opening Time]] on a call-in telephone number [[Contractor Bid Opening Details]] and tabulated. A recording of the bid opening is available upon request.

Deadline for bidder Requests for Information (RFI) is 7 calendar days prior to Bid Opening date and time, unless otherwise specified.

<End 'CFED – 10 Single Bid Type and Location – Electronic Chicago'>

<Physical Chicago option: 'CFED - 10 Single Bid Type and Location - Physical UIC PSPM'> The physical clauses differ only in the organization address.

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

Deliver all bids to: Office of Planning, Sustainability and Project Management UIC
1104 South Paulina, Suite 204
M/C 892
Chicago, IL 60612-7215

2.1.B.1 Electronic Bids will be received up to the hour of [[Contractor Bid Due Hour]], prevailing time, on [[Contractor Bid Due Date]].

- 2.1.C Bid Opening. Immediately after the closing time for receiving bids, they will be opened, publicly read, and tabulated in [[Contractor Bid Opening Details]].

Deadline for bidder Requests for Information (RFI) is 7 calendar days prior to Bid Opening date and time, unless otherwise specified.

<End 'CFED – 10 Single Bid Type and Location – Physical UIC PSPM'>

- 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 Obtained Description]]

- 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:

[[For the convenience of bidders, complete sets of documents will be on file at (ENTER PLANROOM NAME, ADDRESS, PHONE #, FAX #, EMAIL ADDRESS, AND PLAN ROOM URL)]]

- 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 [[Project Site Contact Name]], phone [[Project Site Contact Phone]].

- 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. For reference, a current Approved Prequalification Listing Report, including prequalified vendor information per Division and prequalification expiration date, can be found at: https://www.uocpres.uillinois.edu/UserFiles/Servers/Server_7758/file/UI/Reports/Approved_Prequalification_Listing.pdf.

<Alternate Clause: CFED – 10 Project Specific Prequalification Alt>

<Yes option: 'CFED – 10 Project Specific Prequalification – Yes'>

- 2.5 Project-Specific Prequalification. Each bidder is required to prequalify for this project in accordance with Section 4.4 of Document 00 20 00-General Instructions to Bidders. The project-specific prequalification shall be submitted to the Owner ([[Prequalification Delivery

Instructions]]) no later than 4:00 p.m., prevailing time, [[Project Specific Prequalification Date]].

<End 'CFED – 10 Project Specific Prequalification – Yes'>

<No option: 'CFED – 10 Project Specific Prequalification – No'>

- 2.5 Project-Specific Prequalification. Project specific prequalification is not required for this project.

<End 'CFED – 10 Project Specific Prequalification – No'>

<Alternate Clause: CFED – 10 Pre-bid Conference Type Alt>

<Virtual and Mandatory option: CFED – 10 Pre-bid Conference Type - Virtual and Mandatory>

- 2.6 Pre-bid Conference. A mandatory virtual pre-bid conference for all parties interested in bidding the project will be held at [[Pre-bid Conference Time]] on [[Pre-bid Conference Date]] through [[Pre-bid Conference Details]]. 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 REQUIRED to attend.

<End 'CFED – 10 Pre-Bid Conference Type – Virtual and Mandatory'>

<Virtual and Non-Mandatory option: CFED – 10 Pre-bid Conference Type - Virtual and Non-Mandatory>

- 2.6 Pre-bid Conference. A virtual pre-bid conference for all parties interested in bidding the project will be held at [[Pre-bid Conference Time]] on [[Pre-bid Conference Date]] through [[Pre-bid Conference Details]]. 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.

<End 'CFED – 10 Pre-Bid Conference Type – Virtual and Non-Mandatory'>

<In Person and Mandatory option: CFED – 10 Pre-bid Conference Type – In Person and Mandatory>

- 2.6 Pre-bid Conference. A MANDATORY pre-bid conference for all parties interested in bidding the project will be held in [[Pre-bid Conference Details]] at [[Pre-bid Conference Time]] on [[Pre-bid Conference Date]].

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 REQUIRED to attend.

<End 'CFED – 10 Pre-Bid Conference Type – In Person and Mandatory'>

<In Person and Non-Mandatory option: CFED – 10 Pre-bid Conference Type – In Person and Non-Mandatory>

- 2.6 Pre-bid Conference. A pre-bid conference for all parties interested in bidding the project will be held in [[Pre-bid Conference Details]] at [[Pre-bid Conference Time]] on [[Pre-bid Conference Date]].

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.

<End 'CFED – 10 Pre-bid Conference Type – In Person and Non-Mandatory'>

- 2.7 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.

2.8 Builder's Risk/Property Insurance.

<Alternate Clause: CFED – 10 Builders Risk Insurance Provided Alt>

<Provided by Construction Manager option: 'CFED – 10 Builders Risk Insurance Provided – Yes Construction Manager'>

- 2.8.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by the Construction Manager 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 \$[[Owner Purchased Permanent Equipment Value]] - shall be included in this Builders Risk Insurance coverage.

<End: 'CFED – 10 Builders Risk Insurance Provided – Yes Construction Manager'>

<Provided by Contractor option: 'CFED – 10 Builders Risk Insurance Provided – Yes Contractor'>

- 2.8.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by Division [[DOW Providing Builders Risk]] 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 \$ [[Owner Purchased Permanent Equipment Value]]- shall be included in this Builders Risk Insurance coverage

<End: 'CFED – 10 Builders Risk Insurance Provided – Yes Contractor'>

<No option: 'CFED – 10 Builders Risk Insurance Provided – No'>

- 2.8.A Builder's Risk Insurance is not required for this Project.

<End: 'CFED – 10 Builders Risk Insurance Provided – No'>

<Alternate Clause: CFED – 10 Property Insurance Alt>

<Yes option: 'CFED – 10 Property Insurance – Yes'>

- 2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance for non-permanently installed property purchased by Division [[DOW Providing Property Insurance]], pursuant to General Conditions Article 19, shall be provided by Division [[DOW Providing Property Insurance]] for the entire Project until the Project is substantially complete.

<End 'CFED – 10 Property Insurance – Yes'>

<Yes option: 'CFED – 10 Property Insurance – Yes'>

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

<End 'CFED – 10 Property Insurance – Yes'>

<Alternate Clause: CFED – 10 Liquidated Damages Single – Alt>. Yes is the only option. Otherwise nothing is included in the contract.

<Yes option: 'CFED – 10 Liquidated Damages Single – Yes'>

2.9 Liquidated Damages for Delay.

2.9.A For Delay in Substantial Completion. The parties acknowledge that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion that is not caused solely by the Owner (hereinafter "Contractor Delay"), the Contractor agrees that liquidated damages will be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To the best of their ability and based on information available to them as of the time of entering into this Contract, Contractor and Owner have estimated that the fairest and best approximation of actual damages that will be incurred for each day of Contractor Delay beyond the Contract Time is [[Substantial Completion Delay Per Day Amount in Text]] (\$[[Substantial Completion Delay Per Day Amount]]) per calendar day. Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

2.9.A [[Liquidated Damages Explanation]]

2.9.B 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 Contractor Delay for which Owner has withheld payment and Owner reasonably believes that there has been or will be no other event of Contractor Delay for which Owner would be entitled to withhold from amounts otherwise due Contractor, Owner shall promptly release to Contractor those funds withheld, in anticipation of liquidated damages.

<End 'CFED – 10 Liquidated Damages Single – Yes'>

2.10 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>

<Alternate Clause: CFED – 10 Diversity Goals Single Alt>. This clause is only inserted if the Project Dollar Amount is \$250K or higher.

<Project Dollar Amount \$250K or higher option: 'CFED – 10 Diversity Goals Single - >\$250K'>

2.11 Business Enterprise for Minorities, Women, and Persons with Disabilities Act. (BEP Act 30 ILCS 575) and Veterans Business Program (VBP) in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

2.11.A This project has diversity goals for participation by BEP certified owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act as defined in Document 00 20 00.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the BEP and VBP certified firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The 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	BEP Combined Goal(s)	BEP Split Goal(s)			VBP Goal(s)
	MBE/WBE/PBE %	MBE %	WBE %	PBE %	VOSB or SDVOSB %
[[Non-Assigned Division of Work (1)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (2)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (3)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (4)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (5)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]

					Goal Percentag e]]
[[Non-Assigned Division of Work (6)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (7)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (8)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements

<End 'CFED – 10 Diversity Goals Single - >\$250K'>

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 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 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 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 due date, will be made only by addenda duly issued by the Professional Services Consultant. Any explanations, interpretations, or approval of product substitutions 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 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 and Protected Subcontractors if applicable, 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 Commission on Equity and Inclusion Certified Business Enterprise Status (Section 3). Identify if the Bidder is a Business Enterprise Program (BEP) certified Minority, Women, or Persons with Disabilities Business Enterprise or Veterans Business Program (VBP). If so, provide additional information relating to, the applicable BEP/VBP certification category, and the Bidder's certification status with the Illinois Commission on Equity and Inclusion (CEI).

Refer to Document 00 30 00 for additional diversity and veteran information.

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, if any) 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.

<Alternate Clause: CFED – 20 Project Specific Prequalification Single Multiple Alt>

<Yes option: 'CFED – 20 Project Specific Prequalification – Yes'>

4.4 Project-Specific Prequalification. The Project-Specific Prequalification Statement shall be submitted to the Owner ([[Prequalification Delivery Instructions]]) 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 due date, 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.

<End 'CFED – 20 Project Specific Prequalification – Yes'>

<No option: 'CFED – 20 Project Specific Prequalification – No'>

- 4.4 Project-Specific Prequalification. The Project-Specific Prequalification Statement shall be submitted to the Owner ([[Prequalification Delivery Instructions]]) 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 [[Prequalification Information]] 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 due date, 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.

<End 'CFED – 20 Project Specific Prequalification – No'>

- 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 bid due date, 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 due date, 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; rescind the Bidder.

5 COMPLIANCE WITH LABOR AND EMPLOYMENT LAWS AND REGULATIONS

The successful Bidder will be required to pay no less than 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 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 it has a Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit included with the bid at time of submittal.

Failure to submit either Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit will result in rejection of bid.

<Alternate Clause: CFED – 20 BEP and VBP Participation Single Alt>. This clause is only inserted if the Project Dollar Amount is \$250K or higher.

<Project Dollar Amount \$250K or higher option: 'CFED – 20 BEP and VBP Participation Single - >\$250K'>

6.2 Business Enterprise Program (BEP) and Veterans Business Program (VBP) Participation.

Each Bidder shall name the BEP and VBP certified vendors it intends to use to meet the specified diversity goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The 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	BEP Combined Goal(s)	BEP Split Goal(s)			VBP Goal(s)
		MBE %	WBE %	PBE %	VOSB or SDVOSB %
[[Non-Assigned Division of Work (1)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (2)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (3)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (4)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (5)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]

					Percentag e]]
[[Non-Assigned Division of Work (6)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (7)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (8)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements.

<End CFED – 20 BEP AND VBP Participation Single - >\$250K'

<Project Dollar Amount less than \$250K option: 'CFED – 20 BEP and VBP Participation - <\$250K'>

6.2 Business Enterprise Program (BEP) and Veterans Business Program (VBP) Participation.

Bidders are encouraged to use BEP and VBP certified vendors in performing the work; however no good faith effort documentation is required. The BEP and VBP certified vendors to be used on this project shall be listed on Attachment B - Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 0 40 00.

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements.

<End CFED – 20 BEP AND VBP Participation - <\$250K'

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, unless approved by University and documented by Addendum. 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 may be evaluated in accordance with paragraph 6.10– Substitutions, of the General Conditions after contracts have been awarded and executed.

All materials and equipment specified by manufacturer or trade name are understood to be Brand Name or Equal, with Equal substitution approvals documented via Addendum. All allowable substitutions to be included in Bidders' proposed prices must be submitted by Bidder and approved by the University and documented via Addendum. Unless the Bidders' specified otherwise, it is understood that the Bidder is offering a referenced brand item(s) as specified in this solicitation. The University and PSC will determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand

name reference; and the University may require a Bidder offering a substitute to supply additional descriptive material and a sample. The burden of proof that the product is Equal is on the Bidder.

- 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.

<Alternate Clause: CFED – 20 Section 6.5 Delivery Alt>

<Electronic Chicago option: 'CFED – 20 Section 6.5 Delivery – Electronic Chicago'> The Urbana and Springfield clauses differ only in the PRZM URL included.

- 6.5 Delivery. All bids shall be submitted on forms furnished by the Owner as one pdf less than 200 MB at <https://przm.apps.uillinois.edu/przm/ocpweb.nsf/projectsuic?OpenView> for this project. If multiple bids are received by the same bidder for the same division of work, the later bid will be considered official. 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.

<End: 'CFED – 20 Section 6.5 Delivery – Electronic Chicago'>

<Physical option: 'CFED – 20 Section 6.5 Delivery – Physical All Locations'> The clause is the same for all University organizations.

- 6.5 Delivery. All bids shall be submitted in sealed envelopes identified with the name of the Project, the bid due date, 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.

<End: 'CFED – 20 Section 6.5 Delivery – Physical UIC PSPM'>

7 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 base 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 any time 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 of the base bid by Bidder.

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 BID MODIFICATION AND WITHDRAWAL

<Alternate Clause: CFED – 20 Section 8 Bid Modification and Withdrawal Single Alt>

<Electronic Option: 'CFED – 20 Section 8 Bid Modification and Withdrawal Single – Electronic All Locations'>

8.1 Modification Prior to Bid Due Date. Bid modifications shall be made by resubmitting the electronic bid in its entirety. When multiple bids are received for the same division of work, the later bid will be considered official.

8.2 Withdrawal Prior to the Bid Due Date. Bid withdrawals shall be made by resubmitting the bid electronically at any time prior to the date and time specified for the delivery of bids, but indicating the previously submitted electronic bid is withdrawn within the resubmission. 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 electronic bids.

8.3 Withdrawal Subsequent to the Bid Due Date. Withdrawal of bids after the bid due date 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.

<End: 'CFED – 20 Section 8 Bid Modification and Withdrawal Single – Electronic All Locations'

<Hard Copy option: 'CFED – 20 Section 8 Bid Modification and Withdrawal Single – Physical All Locations'>

8.1 Modification Prior to Bid Due Date. 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 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 Due Date. 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. Telephonic requests to withdraw a bid will not be considered.

- 8.3 Withdrawal Subsequent to the Bid Due Date. Withdrawal of bids after the bid due date 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.

<End: 'CFED – 20 Section 8 Bid Modification and Withdrawal Single – Physical All Locations'>

9 BID OPENING

<Alternate Clause: CFED – 20 Section 9 Bid Opening Single Alt>

<Electronic Option: 'CFED – 20 Section 9 Bid Opening Single – Electronic All Locations'>

- 9.1 Electronic bids will be opened electronically and publicly read on [[Contractor Bid Opening Date]] / [[Contractor Bid Opening Time]] on a call-in phone number at [[Contractor Bid Opening Details]], and tabulated. If multiple bids are received for the same division of work, the later bid will be considered official. The public opening and reading is for information only and is not to be construed as acceptance or rejection of any bid.

<End: 'CFED – 20 Section 9 Bid Opening Single – Electronic All Locations'>

<Hard Copy option: 'CFED – 20 Section 9 Bid Opening Single – Physical All Locations'>

- 9.1 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.

<End: 'CFED – 20 Section 9 Bid Opening Single – Physical All Locations'>

<CFED - 20 Section 10 Bid Acceptance or Rejection>

10 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 due date (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, 30 ILCS 500/50, 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 At time of bid for projects that have diversity goals identified, failure to submit a completed Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 with all BEP/VBP certified vendor information that was known at the time of bid.
 - 10.2.A.7 Failure to provide documentation of satisfactory good faith efforts to achieve diversity participation goals as required in Document 00 30 00 – General Diversity and Veteran Goal Participation Documentation and provide updated Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 when requesting a full or partial waiver.
 - 10.2.A.8 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.9 Failure to submit Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit with the bid as well as acknowledgement and acceptance of the Supplemental University of Illinois Certifications.
 - 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 after Owner notifies bidder of the deficiency. Failure to remedy the bid within ten (10) calendar days after Owner notifies bidder of the deficiency, 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.

<end: CFED - 20 Section 10 Bid Acceptance or Rejection>

11 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 BEP 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 - BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter for each of the IL CEI BEP /VBP certified subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity goals as specified on the bid form. The form must be signed by the subcontractor or supplier and shall be submitted by the Bidder to the Campus Construction Unit (CCU).
- 12.2 Completion of the Attachment A BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter. Attachment A – BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter is not required if the Bidder is a BEP/VBP certified vendor. BEP/VBP certified Bidders are encouraged to utilize diverse subcontractors/suppliers. If goals are split then each BEP/VBP certified vendor must supply Attachment A – BEP/VBP 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 diversity goal, respectively.
- 12.3 Listed Firms. Attachment A – BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter shall be completed and submitted for each BEP/VBP certified vendor 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 – BEP/VBP 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 BEP/VBP goal dollar value is based upon the total contract sum (including awarded alternates). The 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 BEP/VBP certified subcontractors/suppliers for those projects that are not designated for diversity goal and complete Attachment A - BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter for each BEP/VBP certified vendor. BEP/VBP certified subcontractors/suppliers may be added at any time during the project.
- 12.6 Diversity Management System. Contract Awardees are required to login and resolve discrepancies regarding payments to its subcontractors as they arise via The University of Illinois Diversity Management System at <https://uillinois.diversitycompliance.com/>. Subcontractors are required to login and confirm payments from prime contractors as well as resolve discrepancies as they arise via The University of Illinois Diversity Management System.

13 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 BEP/VBP Subcontractor/Supplier Documentation (if BEP/VBP certified vendor is utilized). Attachment A – BEP/VBP 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 – BEP/VBP Subcontractor/Supplier Certification form matches the firm(s) and dollar amount(s) listed on bid form 00 40 00 Attachment B – Business Enterprise Program (BEP) and Veterans Business Program (VBP) Utilization Plan, 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 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 30 00 – General Diversity and Veteran Goal Participation Documentation
(Standard Multiple and Single Contract Sets)

GENERAL DIVERSITY AND VETERAN GOAL PARTICIPATION DOCUMENTATION

The University of Illinois is committed to vendor diversification by ensuring that diverse businesses are included in the University procurement process. It is the public policy of the State of Illinois to promote and encourage the continuing economic development of minority, women, and persons with disabilities owned businesses and are provided the opportunity to participate in the State's procurement process as both prime and subcontractors. This commitment extends to veteran owned businesses as well.

1 DEFINITIONS

- 1.1 Minority means a person who is a citizen or lawful permanent resident of the United States who is:
 - 1.1.A Black/African American (a person having origins in any of the black racial groups in Africa); or
 - 1.1.B Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race); or
 - 1.1.C Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam); or
 - 1.1.D American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment); or
 - 1.1.E Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).
- 1.2 Woman means a person who is a citizen or lawful permanent resident of the United States who is of the female gender.
- 1.3 Person with a Disability means a person who is a citizen or lawful resident of the United States and is a person qualifying as a person with a disability under 30 ILCS 575/2 subdivision (2.1) of subsection (A) of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act.
- 1.4 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.
- 1.5 Women-Owned Business (WBE) means a business concern which is at least 51 percent owned by one or more women, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more women; and the management and daily business operations of which are controlled by one or more of the women who own it.
- 1.6 Women Minority Owned Business (WMBE) means a business concern which is at least 51 percent owned by one or more women minorities, or, in the case of a corporation, at least 51 percent of the stock is owned by one or more woman minority; and the management and daily business operations of which are controlled by one or more of the woman minority who own it. For purposes of University of Illinois Contract Documents, WMBE firms will be included in "MBE/WBE" References.

- 1.7 Business Owned By A Person With A Disability (PBE) means a business concern which is at least 51 percent 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".
- 1.8 Business Enterprise Program (BEP) Certified Vendor means a business certified as a MBE, WBE, MWBE and/or PBE by the Illinois Commission on Equity and Inclusion Business Enterprise Program (CEI).
- 1.9 Veterans Business Program (VBP) Certified Vendor means a business certified as a VOSB or SDVOSB by the Illinois Commission on Equity and Inclusion Veterans Business Program.
- 1.10 Qualified service-disabled veteran means a veteran who has been found to have 10% or more service-connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.
- 1.11 Qualified 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 Illinois Commission on Equity and Inclusion.
- 1.12 Qualified 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 Illinois Commission on Equity and Inclusion.
- 1.13 Diverse Firms shall mean businesses owned by minorities, women, and persons with disabilities. Also to include, qualified service-disabled veteran-owned small businesses and qualified veteran-owned small businesses.
- 1.14 Utilization Plan means the bid form 00 40 00 Attachment B and additional documentation included in all bids or proposals that demonstrates a vendor's proposed utilization of vendors certified by the CEI Business Enterprise Program and Veteran Business Program (designated as CEI BEP / VBP) to meet the targeted Owner goal(s). The utilization plan shall demonstrate that the bidder has either: (1) met the entire contract goal or (2) requested a full or partial waiver and provided documentation of good faith efforts toward meeting the goal(s).
- 2 BUSINESS ENTERPRISE PROGRAM FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES (BEP) AND VETERAN BUSINESS PROGRAM (VBP) GOALS.
- <Alternate Clause: CFED – 30 BEP and VBP Goals Alt>
- <Project Dollar Amount \$250K or higher option: 'CFED – 30 BEP and VBP Goals - >\$250K'>
- 2.1 This project has diversity goals for participation by BEP certified businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act) 30 ILCS 575 and Veteran Goals for participation by certified veteran owned businesses in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

- 2.2 The Business Enterprise Program (BEP) certified vendor participation goal for this project and bid is 30%. The Veteran Business Program (VBP) certified vendor participation goal for this project and bid is 3%.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

- 2.3 Designated Projects. Owner may designate projects with BEP/ VBP goals. See above for applicable goals.

All projects that include diversity participation goals shall require bidders to include utilization plans. Utilization plans are due at the time of bid submission. Failure to complete and include a utilization plan shall render the bid non-responsive. However, vendors certified with the Business Enterprise Program at the time and date submittals are due and who do not submit a utilization plan or have utilization plan deficiencies shall have 10 business days to submit a utilization plan or to correct the utilization plan deficiencies.

A bidder whose bid is accepted and who included in that bid a completed utilization plan but who fails to meet the goals set forth in the plan shall be notified of the deficiency and shall be given a period of 10 calendar days to cure the deficiency by: 1. contracting with additional subcontractors who are certified by the Business Enterprise Program, 2. increasing the work to be performed by previously identified vendors certified by the Business Enterprise Program and/or 3. documentation of its good faith efforts if the bidder cannot achieve the goals (See General Instructions to Bidders, Document 00 20 00).

Deficiencies that may be cured include: (i) scrivener's errors, such as transposed numbers; (ii) information submitted in an incorrect form or format; (iii) mistakes resulting from failure to follow instructions or to identify and adequately document good faith efforts taken to comply with the utilization plan; or (iv) a proposal to use a firm whose Business Enterprise Program certification has lapsed or is not yet recognized. Cure is not authorized if the bidder submits a blank utilization plan, a utilization plan that shows lack of reasonable effort to complete the form on time, or a utilization plan that states the contract will be self-performed, by a non-certified vendor, without showing good faith efforts or a request for a waiver.

All cure activity shall address the deficiencies identified by the university and shall require clear documentation, including that of good faith efforts, to address those deficiencies. Any increase in cost to a contract for the addition of a subcontractor to cure a bid's deficiency shall not affect the bid price. The university shall make the determination whether the cure is adequate.

<End: 'CFED – 30 BEP and VBP Goals - >\$250K'

<Project Dollar Amount less than \$250K option: 'CFED – 30 BEP and VBP Goals - <\$250K'>

- 2.1 There is no diversity goal on this project. Bidders are encouraged to use diverse firms in performing the work and to strive to obtain diverse participation; however no good faith effort documentation is required.

The BEP certified firms and certified VBP firms to be used on this project shall be listed on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00.

- 2.2 Bidders may request assistance in locating BEP/VBP certified businesses from the Office of Procurement Diversity at procurementdiversity@uillinois.edu or (312) 575-7895.

<End: 'CFED – 30 BEP and VBP Goals - <\$250K'

3 BUSINESS ENTERPRISE PROGRAM (BEP) AND VETERAN BUSINESS PROGRAM (VBP) PARTICIPATION.

<Alternate Clause: CFED – 30 BEP and VBP Participation Alt>

<Project Dollar Amount \$250K or higher option: 'CFED – 30 BEP and VBP Participation - >\$250K'>

- 3.1 Each Bidder shall name the BEP/VBP certified vendors it intends to use to meet the specified diversity goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. When a vendor has multiple certifications (i.e. MBE, WBE, PBE, or VBE.), the business's certification may only be counted towards one of the goals. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The 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):
- 3.2 Certification Requirement. Only those vendors who are certified by the Illinois Commission on Equity and Inclusion as of the last day of the bid opening Cure Period will be considered in determining whether the vendor is compliant with diversity requirements.
- 3.3 BEP/VBP Certified Bidder. The bidder must disclose if it is a BEP/VBP certified vendor on Attachment B - Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00. Owner encourages certified BEP/VBP prime Bidders to use BEP/VBP certified subcontractors/suppliers.
- 3.4 Acceptable Certifications. Owner will only accept firms certified by the Illinois Commission on Equity and Inclusion (CEI) as one of the following certified business enterprises:
- Minority Business Enterprise (MBE)
 - Women Business Enterprise (WBE)
 - Women/Minority Business Enterprise (WMBE)
 - Business Owned By A Person With A Disability (PBE)
 - Qualified service-disabled veteran-owned small business (SDVOSB)
 - Qualified veteran-owned small business (VOSB)
- A current and valid print version of the vendor's CEI Business Enterprise Program (BEP) / Veteran Business Program (VBP) Vendor Directory results is printed proof of the CEI certification and should be provided with bid.
- The IL CEI BEP/VBP Vendor Directories can be found at <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>
- 3.5 Commercially Useful Function. The University of Illinois values the utilization of BEP/VBP certified vendors 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. Only expenditures to businesses owned by minorities, women, and persons with disabilities that perform a commercially useful function may be counted toward the goals set forth by the BEP Act. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP/VBP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the materials or supplies. To determine whether a firm is performing a commercially useful function, the University shall evaluate the amount of work

subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it actually performs, the credit claimed for its performance of the work, industry practices, and other relevant factors. A BEP/VBP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through to obtain BEP/VBP certified vendor participation. In determining whether a BEP/VBP certified vendor is such an extra participant, the University shall examine industry practices and similar transactions, particularly those in which BEP/VBP certified vendors actually participate in a meaningful way.

- 3.6 Bid Form. Each Bidder must indicate on Attachment B - Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of the bid form 00 40 00, it has either (1) met the entire contract goal or (2) requests a full or partial waiver of the contract goal. Each Bidder shall name the BEP/VBP certified vendors it intends to use to meet the specified goals including addresses, phone numbers, e-mail address, scope of work or supplies to be provided and proposed subcontract values to date. Written evidence of good faith efforts to achieve the goals are required whenever the bidder is requesting a waiver and can be cured within ten (10) calendar days after Owner notifies bidder of the deficiency, in accordance with Diversity Goal Cure Period identified above. Good faith effort documentation is not required when diversity goals have been met.
- 3.7 Diversity Goal Cure Period. If the Bidder fails to meet the diversity goal(s) and/or requests a waiver at the time of bid submittal and provides a completed utilization plan (Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00) the university may grant a cure period of ten (10) calendar days, after Owner notifies bidder of the deficiency, to meet the goal. By the end of the Cure Period, Bidder shall submit an updated utilization plan and updated documentation of their good faith efforts to achieve the BEP/VBP participation 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. Good faith effort documentation is not required when diversity goals have been met.
- 3.8 Good Faith Efforts. Bidders are required to use any and all good faith efforts to meet the diversity goal prior to the time of bid submittal. Bid submittals that include a waiver request must include (1) a completed Good Faith Effort Transparency Report and (2) submission of good faith efforts documentation, including Bidder's pricing for each diverse subcontractor identified, at the time of bid submittal. These efforts should demonstrate that every attempt to negotiate and secure diverse business participation was made prior to the bid. Bids with zero or low levels of participation at the time of bid may be determined to have not demonstrated good faith efforts and may be found non-responsive. Bidders that fall short of meeting the goal and demonstrate acceptable good faith efforts at the time of bid submittal will be considered with the additional efforts achieved within the 10 day cure period.
- 3.9 Good faith effort documentation supporting a request for a full or partial waiver of the BEP/VBP goal must be submitted at the time of bid submission and/or within the 10-day cure period. The minimum expected documentation includes, but is not limited to:
- 3.9.A All information indicating why the specified goal cannot be met.
 - 3.9.B A list of all BEP/VBP certified vendors contacted and the dates they were contacted, including documentation from those firms.
 - 3.9.C Copies of all bid solicitation letters to BEP/VBP certified firms. Letters shall contain, as a minimum:
 - 3.9.C.1 Project title and location;
 - 3.9.C.2 Classification of work items for which quotations are requested;

3.9.C.3 Date, time, and place quotations are due;

3.9.C.4 Returnable acknowledgment of the solicitation.

3.9.D Evidence, such as a log, of telephone, e-mail, fax, etc. contact including time and date of contact, telephone number or email address, and name of the person contacted, and a description of the result. Bidders must keep and submit copies of all emails sent and received from prospective BEP/VBP vendors and include a copy of the commodity list or scope of work solicited from prospective BEP/VBP vendors to perform.

3.9.E All other evidence of good faith efforts made by the bidder to secure eligible BEP/VBP certified vendors to meet the specified goal. Evidence may include documentation, at a minimum, that states the following:

3.9.E.1 Contacting the Business Enterprise Bureau at least 15 days prior to need and requesting referrals from the vendors list and from any other list maintained by the Bureau;

3.9.E.2 Advertising in the Official State Newspaper or a local newspaper as time permits;

3.9.E.3 Contacting appropriate organizations such as unions, contractor associations, and diversity oriented organizations.

3.9.E.4 Utilize the website: <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx> to identify BEP certified vendors within the respective NIGP code(s) on the solicitation documents. At a minimum, email all listed vendors with project specifications sufficient to build a quote, then solicit quotes from all vendors who express an interest with follow-up emails and telephone calls. Documentation of these efforts must be submitted as evidence, including copies of all e-mails sent.

3.9.E.5 Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising, written notices) the interest of BEP/VBP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest with sufficient advance time to allow the BEP/VBP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP/VBP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal, providing them with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

3.9.E.6 Select portions of the work to be performed by BEP/VBP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, unbundling contract work items into economically feasible units to facilitate BEP/VBP certified vendor participation, even when Bidder might otherwise prefer to perform these work items with its own forces.

3.9.E.7 Make a portion of the work available to BEP/VBP certified vendors by selecting those portions of the work or needed material based on the availability of BEP/VBP certified vendors.

3.9.E.8 Negotiate in good faith with interested BEP/VBP certified vendors. Evidence of such negotiation must include the contacted names, mailing addresses, email addresses, and telephone numbers of BEP/VBP

certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for BEP/VBP certified vendors to perform the work. A Bidder using good business judgment may consider many factors in negotiating with BEP/VBP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP/VBP certified vendors may not, in itself, be a sufficient reason for a Bidder's failure to meet the goal, as long as such costs are reasonable. Bidders are not required to accept higher quotes from BEP/VBP certified vendors if the price difference is excessive or unreasonable.

3.9.E.9 Thoroughly investigate the capabilities of BEP/VBP certified vendors and not reject them as unqualified without documented reasons. The BEP/VBP certified vendor's memberships in specific groups, organizations, or associations and political/ social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in bidder's efforts to meet the goal.

3.9.E.10 Where subcontractor capacity and/or access to capital prevents participation, make efforts to assist in obtaining available resources such as State of Illinois lending programs and the prime's lending, capital and bonding networks.

3.9.E.11 Make efforts to assist interested BEP/VBP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

3.9.E.12 Utilized resources available to identify available certified vendors, including but not limited to Office of Procurement Diversity staff, BEP/VBP assistance staff; local, state and federal diverse business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

3.9.E.13 Follow best practices when conducting a Good Faith Effort. Best practices can be found on the BEP/VBP website at <https://cei.illinois.gov/purchasing-entity-resources/compliance.html>.

3.9.F The University of Illinois will consider all other evidence of good faith efforts made by the bidder to secure eligible BEP/VBP certified firms to meet the specified goal, prior to the bid due date and during the 10- day cure period if applicable.

3.9.G The University of Illinois will take into account the performance of other bidders in satisfying the contract specified BEP/VBP participation goal(s). For example, when the apparent successful bidder fails to commit to the contract goal, but other bidders commit to the goal, the University of Illinois will raise the question of whether, with additional efforts, the apparent successful bidder could have committed to the goal.

3.9.H An updated Attachment B.

3.9.I Other relevant information in support of the change/waiver request.

<End: 'CFED – 30 BEP and VBP Participation - >\$250K'

<Project Dollar Amount less than \$250K option: 'CFED – 30 BEP and VBP Participation - <\$250K'>

- 3.1 Bidders are encouraged to use BEP/VBP certified vendors in performing the work; however no good faith effort documentation is required. The BEP/VBP certified vendors to be used on this project shall be listed on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00.

<End: 'CFED – 30 BEP and VBP Participation - <\$250K'

4 REQUEST FOR CHANGE OF SUBCONTRACTOR OR SUPPLIER.

- 4.1 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 BEP/VBP certified subcontractor or supplier which it has previously listed on Attachment B - Business Enterprise Program(BEP) and Veteran Business Program (VBP) Utilization Plan of 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.
- 4.2 After receipt of NOA and/or NOIA letter, but prior to Contract Execution. The Bidder may request approval of a BEP/VBP certified subcontractor or supplier other than one listed on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan 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 BEP/VBP certified subcontractor or supplier.
- 4.3 After Contract Execution. The Business Enterprise Program and Veteran Business Program Utilization Plan may not be amended after contract execution without University prior written approval. A vendor may not make modifications to its contractual BEP/VBP certified vendor commitments or substitute BEP/VBP certified vendors without the prior written University approval. Unauthorized modifications or substitutions, including performing the work designated for a BEP/VBP certified vendor with Bidder's own forces, shall be a violation of the Utilization Plan and therefore a breach of the contract, cause to terminate the contract, and cause to seek other contract remedies or sanctions. For University approval of modifications or substitutions, the facts supporting the modifications or substitutions must not have been known nor reasonably should have been known by the parties prior to entering into the contract and/or subcontract. Bidder must negotiate with BEP/VBP certified vendors to resolve problems. Where there has been a mistake or disagreement about the scope of work and/or goods/equipment required by the contract, the BEP/VBP certified vendor can be substituted, but only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods and/or equipment. Any subsequent change must be submitted to the University in writing, and approved by the University. Substitutions of a BEP/VBP certified vendor may be permitted under the following circumstances: Unavailability after receipt of reasonable notice to proceed; Failure of performance; Financial incapacity; Refusal by the BEP/VBP certified vendor to honor the bid or proposal price or scope; Material mistake of fact or law about the elements of the scope of work of a contract where a reasonable price cannot be agreed upon; Failure of the BEP/VBP certified vendor to meet insurance, licensing or bonding requirements; The BEP/VBP certified vendor's withdrawal of its bid or offer; and/or failure of the BEP/VBP certified vendor to maintain certification. If it becomes necessary to substitute a BEP/VBP certified vendor, the prime Bidder must notify the University in writing, of the request to substitute a BEP/VBP certified vendor or otherwise modify the Utilization Plan. The request must state specific reasons for the substitution or modification. The University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request. Where Bidder has established the basis for the substitution to the satisfaction of the University, it must make Good Faith Efforts to meet the contract goal by substituting one or more BEP/VBP certified vendors. Documentation of a replacement BEP/VBP certified vendor, or of Good Faith Efforts to replace the BEP/VBP certified vendor, must meet the requirements of the initial

Utilization Plan. If the goal cannot be reached and Good Faith Efforts have been made, Bidder may substitute with a non-BEP/VBP certified vendor. Prime Bidders are encouraged to utilize BEP/VBP certified firms. If a Bidder plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan and this increases BEP/VBP participation, Bidder must obtain the approval of the University to modify the Utilization Plan and must make Good Faith Efforts to ensure that BEP/VBP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work. If the Prime Bidder wishes to substitute its BEP/VBP certified subcontractor, a BEP/VBP certified vendor Utilization Plan must be executed and submitted to the University within five (5) business days of Bidder's receipt of the University approval for the substitution.

<CFED - 30 Section 5 Bid Rejection>

5 BID REJECTION.

- 5.1 Diversity Related Material Deficiencies. Bids will be rejected for material deficiencies, including but not limited to:
 - 5.1.A At time of bid for projects that have diversity goals identified, failure to submit a completed Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 with all BEP/VBP certified vendor information that was known at the time of bid submission.
 - 5.1.B Failure to submit documentation of satisfactory good faith efforts to achieve diversity participation goals as required within this 00 30 00 document and provide updated Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 when requesting a full or partial waiver.
 - 5.1.C All material deficiencies are listed in Section 10.2 of Document 00 20 00 – General Instructions to Bidders.

<end: CFED - 30 Section 5 Bid Rejection>

6 POST AWARD REQUIREMENTS

- 6.1 Post-Award Submittal. Following the receipt of the Notice of Intent to Award or Notice of Award Letter, the contractor shall submit Attachment A - BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter for each of the IL CEI BEP/VBP certified subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity goals as specified on the bid form. The form must be signed by the subcontractor or supplier and shall be submitted by the Bidder to the Campus Construction Unit (CCU).
- 6.2 Completion of the Attachment A BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter. Attachment A – BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award Letter is not required if the Bidder is a BEP/VBP certified vendor. BEP/VBP certified Bidders are encouraged to utilize diverse subcontractors/suppliers. If goals are split must supply Attachment A – BEP/VBP 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 diversity goal, respectively.
- 6.3 Listed Firms. Attachment A – BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter shall be completed and submitted for each BEP/VBP certified vendor 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 – BEP/VBP 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.

- 6.4 Compliance. The BEP/VBP diversity goal dollar value is based upon the total contract sum (including awarded alternates). The diversity 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).
- 6.5 Voluntary. Bidders are encouraged to utilize BEP/VBP certified subcontractors/suppliers for those projects that are not designated for diversity goal and complete Attachment A - BEP/VBP Subcontractor/Supplier Certification form, of the Notice of Intent to Award or Notice of Award letter for each BEP/VBP certified vendor. BEP/VBP certified subcontractors/suppliers may be added at any time during the project.
- 6.6 Diversity Management System. Contract Awardees are required to login and resolve discrepancies regarding payments to its subcontractors as they arise via The University of Illinois Diversity Management System at <https://uillinois.diversitycompliance.com/>. Subcontractors are required to login and confirm payments from prime contractors as well as resolve discrepancies as they arise via The University of Illinois Diversity Management System.
- 6.7 Diversity Document 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:
- 6.7.A BEP/VBP Subcontractor/Supplier Documentation (if BEP/VBP certified vendor is utilized). Attachment A – BEP/VBP 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 – BEP/VBP Subcontractor/Supplier Certification form matches the firm(s) and dollar amount(s) listed on bid form 00 40 00 Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan, including any additional firms and/or dollars associated with alternates.
- 6.7.B All other submittal requirements are listed in Section 13 of Document 00 20 00 – General Instructions to Bidders.

7 PROJECTION OF EMPLOYEE UTILIZATION

- 7.1 Diversity in our workforce and in the businesses that perform services on our behalf is of the utmost importance to the University of Illinois. One of our greatest strengths is the diversity of University of Illinois' workforce, where men and women of different races, ethnicities and backgrounds work together to build a world-class, educational system in the State of Illinois. We are dedicated to increasing the participation of a workforce on our capital projects that reflects the diversity of our state and benefits all of our communities. For more information, please reference Section 1.0 Projection of Employee Utilization of Document 00 40 00 – The Bidding and Contract Provisions.
- 7.2 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 Commission on Equity and Inclusion (CEI) as a BEP/VBP certified vendor. This information is requested only for the Owner's use in monitoring the level of diversity participation on its projects. See document 00 70 00- General Conditions for more information.

END OF DOCUMENT 00 30 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 40 00 – Bid
(Standard Single Contract Set)

PROJECT

[[Project Name (FCPWeb Name Preferred)]]
at the
UNIVERSITY OF ILLINOIS
[[Project Location]]
Project Number: [[Capital Project Number (FCPWeb Project # Preferred)]]

Bid Date: _____

<Alternate Clause: CFED – 40 Owner Organization Address Alt> Address changes based on organization.

<UIC PSPM option: 'CFED – 40 Owner Organization Address – UIC PSPM'>

The Board of Trustees of the University of Illinois
c/o Office of Planning, Sustainability and Project Management
1140 South Paulina, Suite 204
M/C 892
Chicago, IL 60607

<End: 'CFED 40 – Owner Organization Address - UIUC PSPM'>

Bid Submitted By:

Bidder:

Business Address: _____

Phone: _____

Email Address: _____

Contract Division of the Project: _____

<Alternate Clause CFED – 40 Subs Incorporated DOW1 Alt> This clause allows for the display of anywhere between 1 to 5 divisions of work incorporated into the first incorporating division of work. If there is no first incorporating division of work this clause is not populated. >

<4 incorporated subcontractors option: 'CFED – 40 Subs Incorporated DOW1 – Yes 4'>

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division [[Incorporating Division of Work 1]] for this project and will not be bid separately.

[[Incorporated DOW 1 for Incorporating DOW 1]]
[[Incorporated DOW 2 for Incorporating DOW 1]]
[[Incorporated DOW 3 for Incorporating DOW 1]]
[[Incorporated DOW 4 for Incorporating DOW 1]]

<End: 'CFED – 40 Subs Incorporated DOW1 – Yes 4'>

<Alternate Clause CFED – 40 Subs Incorporated DOW2 Alt> This clause allows for the display of anywhere between 1 to 5 divisions of work incorporated into the second incorporating division of work. If there is no second incorporating division of work this clause is not populated. >

<4 incorporated subcontractors option: 'CFED – 40 Subs Incorporated DOW2 – Yes 1'>

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division [[Incorporating Division of Work 2]] for this project and will not be bid separately.

[[Incorporated DOW 1 for Incorporating DOW 2]]

<End: 'CFED – 40 Subs Incorporated DOW2 – Yes 1'>

<Alternate Clause: CFED – 40 Bid Type Single Alt>

<Electronic option: 'CFED – 40 Bid Type Single – Electronic'>

Bids will be opened electronically and publicly read on [[Contractor Bid Opening Date]] / [[Contractor Bid Opening Time]] on a call-in phone number at [[Contractor Bid Opening Details]] if applicable.

<End: 'CFED – 40 Bid Type Single - Electronic'>

<Physical option: 'CFED – 40 Bid Type Single – Physical'>

Bids will be opened in [[Contractor Bid Opening Details]] at [[Contractor Bid Opening Time]] on [[Contractor Bid Opening Date]]

<End: 'CFED – 40 Bid Type Single - Physical'>

1 PROJECTION OF EMPLOYEE UTILIZATION

- 1.1 Workforce Projection. The Bidder has analyzed diverse 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 diverse employee utilization in all job categories in the workforce to be allocated to this contract. The Owner encourages use of a diverse workforce as well as apprenticeship diversity.
- 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 diverse employee utilization projection is determined to be an underutilization of diversity 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 diverse employee utilization are corrected and shall be subject to approval by the Owner and the Illinois Department of Human Rights.

<Alternate Clause: CFED – 40 Projection of Employee Utilization Alt> Clause 1.4 is only inserted in the contract if the Project Dollar Amount is \$250K or greater.

<\$250K or greater option: 'CFED – 40 Projection of Employee Utilization Single - >\$250K>

- 1.4 Business Enterprise for Minorities, Women, and Persons with Disabilities Act. (BEP Act 30 ILCS 575) and Veterans Business Program (VBP) in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

- 1.4.A This project has diversity goals for participation by BEP certified owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act as defined in Document 00 20 00.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the BEP and VBP certified firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. The 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	BEP Combined Goal(s)	BEP Split Goal(s)			VBP Goal(s)
	MBE/WBE/PBE %	MBE %	WBE %	PBE %	VOSB or SDVOSB %

[[Non-Assigned Division of Work (1)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (2)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (3)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (4)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (5)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (6)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (7)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (8)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements

<End: 'CFED – 40 Projection of Employee Utilization Single - >\$250K>

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

<Alternate Clause- CFED 40 – Inflation Reduction Act Single> Yes

- 1.6 Inflation Reduction Act (IRA) Contractor Requirements for this Project. This project will be pursuing Energy Tax Credits described in the Inflation Reduction Act (IRA) of 2022. The university shall ensure that the applicable percentage of the total labor hours of the construction, alteration, or repair work (including such work performed by any contractor or subcontractor) shall be performed by qualified apprentices. This requirement shall be subject to any applicable requirements for apprentice-to-journey worker ratios of the Department of Labor or the applicable State apprenticeship agency. For a facility, the construction of which begins after 12/31/2023, the applicable percentage shall be 15%. The university, each contractor, or subcontractor who employs four or more individuals to perform construction, alteration, or repair work with respect to the construction of a qualified facility shall employ one or more qualified apprentices to perform such work.

End Alternate clause <CFED 40 – Inflation Reduction Act Single> Yes

2 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 UNUSED

4 RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following addenda (include date identified on Addendum document):

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

____ dated _____ # ____ dated _____ # ____ dated _____

5 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:

[[Project Name (FCPWeb Name Preferred)]]

dated: [[Contract Documents Date]], prepared by: [[Professional Services Firm - Name]]

(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 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.

In accordance with 30 ILCS 500/45-105 section (e) bid preference for Illinois businesses for projects with a total value that exceeds the small purchase maximum established by Section 20-20 of the Code, construction agencies shall provide a bid preference to a responsible bidder that is an Illinois business as defined in this Section. The construction agency shall allocate to any responsible bidder that is an Illinois business a bid preference of 4% of the contract base bid. This subsection applies only to projects where a business that is not an Illinois business submits a bid.

For further information on bid preferences for Illinois businesses visit the website:

<https://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=003005000HArt%2E+50&ActID=532&ChapterID=7&SeqStart=196000000&SeqEnd=229000000&Print=True>

- ☐ Yes, this business has been headquartered in the State of Illinois for at least one year prior to bid date.
- ☐ This business has not been headquartered in the State of Illinois for at least one year prior to bid date.

6.1 [[Non-Assigned Division of Work (1)]]

6.1.A Base Bid

All Division [[Non-Assigned Division of Work (1)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$_____).

6.1.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.1.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'>

6.2 [[Non-Assigned Division of Work (2)]]

6.2.A Base Bid

All Division [[Non-Assigned Division of Work (2)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$ _____).

6.2.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.2.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'

6.3 [[Non-Assigned Division of Work (3)]]

6.3.A Base Bid

All Division [[Non-Assigned Division of Work (3)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$ _____).

6.3.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.3.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'

6.4 [[Non-Assigned Division of Work (4)]]

6.4.A Base Bid

All Division [[Non-Assigned Division of Work (4)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$_____).

6.4.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$_____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$_____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$_____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.4.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$_____)

[[Unit Prices Description 2]]

_____ Dollars (\$_____)

<End: 'CFED – 40 Unit Prices – 2'>

6.5 [[Non-Assigned Division of Work (5)]]

6.5.A Base Bid

All Division [[Non-Assigned Division of Work (5)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$_____).

6.5.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$_____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$_____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.5.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'>

6.6 [[Non-Assigned Division of Work (6)]]

6.6.A Base Bid

All Division [[Non-Assigned Division of Work (6)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$ _____).

6.6.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.6.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'

6.7 [[Non-Assigned Division of Work (7)]]

6.7.A Base Bid

All Division [[Non-Assigned Division of Work (7)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$ _____).

6.7.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.7.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'

6.8 [[Non-Assigned Division of Work (8)]]

6.8.A Base Bid

All Division [[Non-Assigned Division of Work (8)]] Base Bid Work for the fixed sum of:

_____ Dollars (\$ _____).

6.8.B Alternates

<Alternate Clause: CFED – 40 Alternate Work Items Alt> The options available are from 0 to 10 Alternate Work Items.

<3 Alternate Work Items option: 'CFED – 40 Alternate Work Items – 3'>

[[Alternate Work Item 1 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 2 Description]]

_____ Dollars (\$ _____).

[[Alternate Work Item 3 Description]]

_____ Dollars (\$ _____).

<End: 'CFED – 40 Alternate Work Items – 3'>

6.8.C Unit Prices

<Alternate Clause: CFED – 40 Unit Prices Alt> The options available are from 0 to 5 unit prices.

<2 Unit Price Option: 'CFED – 40 Unit Prices – 2'>

[[Unit Prices Description 1]]

_____ Dollars (\$ _____)

[[Unit Prices Description 2]]

_____ Dollars (\$ _____)

<End: 'CFED – 40 Unit Prices – 2'>

7 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 [[Number of days to Substantial Completion from Notice to Proceed]] 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.

<Alternate Clause: CFED – 40 Liquidated Damages Alt> This clause is only inserted in the contract if there are Liquidated Damages used on the project.

<Yes option: 'CFED – 40 Liquidated Damages – Yes'>

7.3 Liquidated Damages for Delay in Substantial Completion. Contractor's failure to achieve Substantial Completion of the Work by the Completion Date will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion, that is not caused solely by the Owner (hereinafter "Contractor Delay"), Contractor agrees that liquidated damages shall be assessed and recovered by the Owner against Contractor in the event of Contractor Delay

and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Based on information available at this time, the fairest and best approximation of actual damages that will be incurred for each day of delay in achieving Substantial Completion beyond the Completion Date is **[[Substantial Completion Delay Per Day Amount in Text]]** (\$**[[Substantial Completion Delay Per Day Amount]]**) per calendar day. Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate the agreement for default as provided elsewhere in the Contract Documents.

<End: 'CFED – 40 Liquidated Damages – Yes'>

8 ASSIGNMENT OF CONTRACTS

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

9 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 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:

<Alternate Clause: CFED – 40 Bid Deposit Single Alt> The table populates the number of Divisions of Work that are being bid on the Front End Documents.

<5 Divisions of Work option: 'CFED – 40 Bid Deposit Single – 5'>

Contract Division	Bid Deposit
[[Non-Assigned Division of Work (1)]]	5% of base bid
[[Non-Assigned Division of Work (2)]]	5% of base bid
[[Non-Assigned Division of Work (3)]]	5% of base bid

[[Non-Assigned Division of Work (4)]]	5% of base bid
[[Non-Assigned Division of Work (5)]]	5% of base bid

<End: 'CFED – 40 Bid Deposit Single – 5'>

- 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, 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 one hundred twenty (120) days from the bid opening date. The Bidder further guarantees the prices bid herein to be firm for the same one hundred twenty (120) 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 STATE CONTRACT CERTIFICATION

- 11.1 Bidder certifies that a Form A, Form B, or CPO Financial Disclosure Affidavit is included with the bid. Failure to submit either Form A, Form B, or CPO Financial Disclosure Affidavit will result in rejection of bid. The Form A, Form B, and CPO Financial Disclosure Affidavit can be found at: <https://www2.illinois.gov/sites/cpo-he/Pages/Forms.aspx>.
- 11.2 In addition to the certifications provided in Form A, Form B or CPO Financial Disclosure Affidavit, by submitting a signed bid, the Bidder also certifies compliance with the additional supplemental certifications listed below:
- 11.3 University of Illinois Supplemental Certifications
- 11.3.A Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.

- 11.3.B Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
- 11.3.C This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
- 11.3.D Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.
- 11.3.E The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland "Anti Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
- 11.3.F The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this

provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.

- 11.3.G The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor 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. (2010).
- 11.3.H The vendor 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 vendor, 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 vendor 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 vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
- 11.3.I Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010)
- 11.3.J The following certification is applicable for contractors only. Affidavit to Maintain a Primary Place of Employment in Illinois. By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.

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: [[Project Name (FCPWeb Name Preferred)]] CONTRACT DIVISION: _____

CAMPUS: [[Agreement Location]] 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, [[Project Name (FCPWeb Name Preferred)]], dated [[Contract Documents Date]], prepared by [[Professional Services Firm - Name]], [[Professional Services Firm - Address]], [[Professional Services Firm - City]], [[Professional Services Firm - State Code]], [[Professional Services Firm - Zip Code]].

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 _____.

(SEAL)

Principal

Corporate Surety

By: _____

By: _____

Title: _____

Title: _____

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

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

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

TABLE 1

[illegible]

(M = Male, F = Female)

TABLE 2

[illegible]**TABLE 3: BREAKDOWN OF APPRENTICES, OJT'S & NEW HIRES**[illegible]

**Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP)
Utilization Plan**

Project: [[Project Name (FCPWeb Name Preferred)]] - [[Capital Project Number (FCPWeb Project # Preferred)]]

Bidder Name: _____ **Division of Work:** _____

Contract Requirements for BEP/VBP Certified Vendor Participation

<Alternate Clause: CFED – 40 Attachment B Diversity Single Alt> This clause inserts the appropriate diversity goal language based on whether or not the Project Dollar Amount is above or below \$250K.

<Project Dollar Amount \$250K or greater option: 'CFED – 40 Attachment B Diversity Single - >\$250K>

This project has diversity goals for participation by BEP certified businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act) 30 ILCS 575 and Veteran Goals for participation by certified veteran owned businesses in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Women/Minority Business Enterprise (WMBE)
- Business Owned By A Person With A Disability (PBE)
- Qualified Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Qualified Veteran-Owned Small Business (VOSB)

NOTES: (1) These diversity 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	BEP Combined Goal(s)	BEP Split Goal(s)			VBP Goal(s)
	MBE/WBE/PBE %	MBE %	WBE %	PBE %	VOSB or SDVOSB %
[[Non-Assigned Division of Work (1)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (2)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]
[[Non-Assigned Division of Work (3)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentage]]

[[Non-Assigned Division of Work (4)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (5)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (6)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (7)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]
[[Non-Assigned Division of Work (8)]]	[[BEP Combined Diversity Goal Percentage]]	N/A	N/A	N/A	[[Veterans Diversity Goal Percentag e]]

<End: 'CFED – 40 Attachment B Diversity Single - >\$250K>

<Project Dollar Amount less than \$250K: 'CFED – 40 Attachment B Diversity - <\$250K>

No diversity goals are identified on this project. Bidders are encouraged to use BEP/VBP certified vendors in performing the work; however no good faith effort documentation is required. The BEP/VBP certified subcontractors and suppliers to be used on this project shall be listed on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00.

<End: 'CFED – 40 Attachment B Diversity - <\$250K>

<CFED - 40 Attachment B Instructions>

Instructions: The Bidder shall include below, on the Attachment B –Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form document 00 40 00, names, addresses, phone numbers, e-mail address, scope of work or supplies to be provided and proposed subcontract values to date of ONLY Illinois Commission on Equity and Inclusion (CEI) certified vendors. 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 BEP/VBP certified, include Bidder's information (total proposed bid value) as well as any additional diverse 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 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 good faith efforts to date at the time of bid submittal. Bidder will then be required to submit within ten (10) calendar days, after Owner notifies Bidder of the deficiency, written evidence of its updated utilization plan and updated good faith efforts, if required, to achieve the goals.

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

The IL CEI BEP/VBP Vendor Directory can be found at

<https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>

All diverse firms must be certified with Illinois Commission on Equity and Inclusion. Only those vendors who are certified by the Illinois Commission on Equity and Inclusion as of the last day of the bid opening cure period will be considered in determining whether the vendor meets the diversity goal.

Diversity Goal Cure Period: If the Bidder fails to meet the diversity goal(s) and/or requests a waiver at the time of bid submittal and provide a completed utilization plan (Attachment B –Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00) , the university may grant a cure period of ten (10) calendar days, after Owner notifies bidder of the deficiency, to meet the goal. By the end of the cure period, Bidder shall submit an updated utilization plan and updated documentation of their good faith efforts to achieve the BEPVBP 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. Good faith effort documentation is not required when diversity goals have been met.

Bidders are required to use any and all good faith efforts to meet the diversity goal prior to the time of bid submittal. Bid submittals that include a waiver request must include (1) a completed Good Faith Effort Transparency Report and (2) submission of good faith efforts documentation, including bidders pricing for each diverse subcontractor identified. These efforts should demonstrate that every attempt to negotiate and secure diverse business participation was made prior to the bid. Bids with zero or low levels of participation at the time of bid may be determined to have not demonstrated good faith efforts and may be found non-responsive. Bidders that fall short of meeting the goal and demonstrate acceptable good faith efforts at the time of bid submittal will be considered with the additional efforts achieved within the 10 day 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/Women Business Enterprise Program Act as a BEP/VBP certified vendor, as certified by CEI.
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/Women Business Enterprise Program Act.
3. If required, Bidder has submitted an Attachment B – Business Enterprise Program and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00, with all BEP/VBP information that was known at the time of bid submission. Bidder acknowledges that if this requirement is not met, the bid will be considered having a Material Deficiency and will result in bid rejection.
4. 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.
5. Failure to use satisfactory good faith efforts to achieve diversity participation goals when required in Document 00 40 00 Bid-Section 1.5.I and to provide documentation of updated good faith efforts shall be considered a Material Deficiency and will result in bid rejection

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

<end: CFED - 40 Attachment B Instructions>

< CFED - 40 Utilization Plan Single Multiple>

UI Project No: [[Capital Project Number (FCPWeb Project # Preferred)]]

Bidder Name: _____ Division of Work _____

UTILIZATION PLAN

Vendor hereby affirms (select one of the options below):

☐ Vendor is a BEP certified firm and plans to fully meet the BEP goal through self-performance or Vendor is a VBP certified firm and plans to fully meet the VBP goal through self-performance. (*Self-performing firms must complete Attachment B in its entirety and include itself and any other diverse businesses to be utilized on this project*)

☐ Vendor has identified BEP and VBP certified subcontractor(s) to fully meet the established BEP and VBP goals. Only BEP certified subcontractors may be used to meet the BEP goal and only VBP certified subcontractors may be used to meet the VBP goal if Vendor intends to meet the established goal in whole or in part through the use of subcontractors. All tier BEP and VBP Subcontractors are allowed to be included in meeting BEP/VBP goals. Subcontractors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both.

☐ Vendor cannot fully meet the goal(s) but has made Good Faith Efforts towards meeting the goal, and hereby requests a waiver or reduction of the goal. (*If requesting a waiver, return Attachment B, which includes the Good Faith Effort Transparency Report and all documentation of Good Faith Efforts. Utilization plans are due at the time of bid submission. Failure to complete and include a utilization plan shall render the bid non-responsive. Documentation demonstrating good faith efforts shall be finalized within the 10-day cure period.*)

Note: Bidders should check their calculations for meeting both the BEP and VBP goals for accuracy. Bidder may not round up percentages to meet goal.

Bidders must use good faith efforts to meet both BEP and VBP goals. If a vendor does not meet either of the goals, then bidder shall request a waiver and provide documentation of good faith efforts.

Good Faith Effort Guidance may be found at:

<https://cei.illinois.gov/purchasing-entity-resources/compliance.html>

< end: CFED - 40 Utilization Plan Single Multiple>

<CFED - 40 Good Faith Effort Transparency Report Single Multiple>

UI Project No: [[Capital Project Number (FCPWeb Project # Preferred)]]

Bidder Name: _____ Division of Work _____

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing the Bid Form, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and the Office of Procurement Diversity reserves the right to pursue additional actions and/or remedies against the requesting Bidder.

Bidder did not meet the goals and is requesting the following (check those that apply):

- ☐ Full BEP Waiver; OR
☐ Partial BEP Waiver, current team BEP = _____ %
☐ Full VBP Waiver; OR
☐ Partial VBP Waiver, current team VBP = _____ %

Full Waiver is requested when the bidder has not met the diversity participation goal(s) and has not indicated any diversity participation.

Partial Waiver is requested when the bidder has not met the diversity participation goal(s) but has indicated some diversity participation.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. Please check the actions which you have completed. If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP/VBP certified vendor participation, in addition to the items listed below, attach a detailed description of such efforts.

- ☐ Contacting the Business Enterprise Bureau at least 15 days prior to need and requesting referrals from the vendors list and from any other list maintained by the Bureau;
- ☐ Advertising in the Official State Newspaper or a local newspaper as time permits;
- ☐ Contacting appropriate organizations such as unions, contractor associations, and diversity-oriented organizations.
- ☐ Utilize the website: <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx> to identify BEP/VBP certified vendors within the respective NIGP Class or Class Item code(s) on the solicitation documents. At a minimum, email all listed vendors with project specifications sufficient to build a quote, then solicit quotes from all vendors who express an interest with follow-up emails and telephone calls. Documentation of these efforts must be submitted as evidence, including copies of all e-mails sent.
- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising, written notices) the interest of BEP/VBP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest with sufficient advance time to allow the BEP/VBP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP/VBP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal, providing them with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

☐ Select portions of the work to be performed by BEP/VBP certified vendors to increase the likelihood that the goal will be achieved. This includes, where appropriate, unbundling contract work items into economically feasible units to facilitate BEP/VBP certified vendor participation, even when vendor might otherwise prefer to perform these work items with its own forces.

☐ Make a portion of the work available to BEP/VBP certified vendors by selecting portions of the work or needed material based on the availability of BEP/VBP vendors.

☐ Negotiate in good faith with interested BEP/VBP certified vendors. Evidence of such negotiation must include the contacted names, mailing addresses, email addresses, and telephone numbers of BEP/VBP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for BEP/VBP certified vendors to perform the work. A Vendor using good business judgment may consider many factors in negotiating with BEP/VBP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP/VBP certified vendors may not, in itself, be a sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP/VBP certified vendors if the price difference is excessive or unreasonable.

☐ Thoroughly investigate the capabilities of BEP/VBP certified vendors and do not reject them as unqualified without documented reasons. BEP/VBP certified vendors' memberships in specific groups, organizations, associations or political/ social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.

☐ Where subcontractor capacity and/or access to capital prevents participation, make efforts to assist in obtaining available resources such as State of Illinois lending programs and the prime's lending, capital and bonding networks.

☐ Make efforts to assist interested BEP/VBP certified vendors in obtaining necessary equipment, supplies, materials, and related assistance or services.

☐ Utilized resources available to identify available certified vendors, including but not limited to Office of Procurement Diversity staff, BEP/VBP assistance staff; local, state and federal diverse business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

☐ Follow best practices when conducting a Good Faith Effort. Best practices can be found on the BEP/VBP website at <https://cei.illinois.gov/purchasing-entity-resources/compliance.html>

<End: CFED - 40 Good Faith Effort Transparency Report Single Multiple>

UI Project No: [[Capital Project Number (FCPWeb Project # Preferred)]]

Bidder Name: _____ Division of Work _____

BASE BID

	Firm Information ¹	Description/Scope of Work or Supply Provided	Amount ²	CEI Cert. ³
1.				
2.				
3.				
4.				
5.				
6				
7				
8				
9				
10				

Note 1: Name/Address/Telephone#/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)

Note 2: Proposed Dollar Value of Contract/Subcontract.

Note 3: MBE/WBE/PBE/VBP/WMBE* Denotation (Must be certified with CEI)

* Utilization of WMBE certified vendors must designate full participation as either a MBE or a WBE when split goals are identified for purposes of meeting diversity goals. (WMBE value may not be split between MBE and WBE.)

<Alternate Clause: CFED – 40 Attachment B Bidding Form Part 2 Single Multiple Alt> This alternate clause inserts 0 to 10 instances of the Alternate Work Item Bid Price Table based on the number of Alternate Work Items.

<2 Alternate Work Item option: 'CFED – Attachment B Bidding Form Part 2 Single Multiple – 2'>

ALTERNATE BID No. 1

	Firm Information ¹	Description/Scope of Work or Supply Provided	Amount ²	CEI Cert. ³
1.				
2.				
3.				
4.				
5.				

Note 1: Name/Address/Telephone#/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)

Note 2: Proposed Dollar Value of Contract/Subcontract.

Note 3: MBE/WBE/PBE/VBP/WMBE* Denotation (Must be certified with CEI)

* Utilization of WMBE certified vendors must designate full participation as either a MBE or a WBE when split goals are identified for purposes of meeting diversity goals. (WMBE value may not be split between MBE and WBE.)

ALTERNATE BID No. 2

	Firm Information ¹	Description/Scope of Work or Supply Provided	Amount ²	CEI Cert. ³
1.				
2.				
3.				
4.				
5.				

Note 1: Name/Address/Telephone#/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)

Note 2: Proposed Dollar Value of Contract/Subcontract.

Note 3: MBE/WBE/PBE/VBP/WMBE* Denotation (Must be certified with CEI)

* Utilization of WMBE certified vendors must designate full participation as either a MBE or a WBE when split goals are identified for purposes of meeting diversity goals. (WMBE value may not be split between MBE and WBE.)

<2 Alternate Work Item option: 'CFED – Attachment B Bidding Form Part 2 Single Multiple – 2'>

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)

<Alternate Clause: CFED – 46 Project Specific Prequalification Single Alt>

<No option: 'CFED – 46 Project Specific Prequalification – No'>

NOT APPLICABLE

<End: 'CFED – 46 Project Specific Prequalification – No'>

<Yes option: 'CFED – 46 Project Specific Prequalification – Yes'>

PROJECT

[[Project Name (FCPWeb Name Preferred)]]
at the
UNIVERSITY OF ILLINOIS
[[Project Location]]

Project Number: [[Capital Project Number (FCPWeb Project # Preferred)]]

To:

Date: _____

The Board of Trustees of the University of Illinois
c/o [[Capital Organization - Name]]
[[Capital Organization - Address]]
[[Capital Organization - City]], [[Capital
Organization - State Code]], [[Capital Organization - Zip
Code]]

Contract Division to be bid:

- ☐ I - General Work
- ☐ II - Plumbing Work
- ☐ III - Heating, Piping, Refrigeration &
Temperature Control Work

Project-Specific Prequalification Submitted By:

Bidder: _____

- ☐ IV - Ventilation & Air Distribution
Work

Business Address: _____

- ☐ V - Electrical Work

☐ _____

☐ _____

Phone: _____

Fax: _____

Notice: This Project-Specific Prequalification Statement shall be submitted to the Owner ([[Prequalification Delivery Instructions]]) by **4:00 p.m. prevailing time on** [[Project Specific Prequalification Date]]

1. Provide the following required information:

1.1 Schedule performance on (5) recently completed projects, including:

1.1.A Project square footage.

1.1.B Project construction cost for your DOW.

1.1.C Project duration.

- 1.1.D Original contract date for substantial completion.
- 1.1.E Actual date of substantial completion.
- 1.1.F Was substantial completion extended due to change orders? If so, by how many days?
- 1.1.G Please describe any unusual circumstances that impacted schedule.
- 1.2 Owner references including name of project, client name, phone number, and e-mail on (5) recently completed projects.
- 1.3 Safety performance metrics, including:
 - 1.3.A EMR (Experience Modifier Rate) from your primary insurance carrier for the past three years.
 - 1.3.B Provide OSHA 300A logs for the past three years.
 - 1.3.C Please disclose any reportable injuries regardless of firm size.
 - 1.3.D Provide a copy of your company safety plan.
 - 1.3.E Please identify a project safety representative (this individual may also serve as a superintendent, foreman, or crew leader but must be plausibly assigned to the project). This individual shall have completed an authorized OSHA 30-hour safety training course and have a current CPR/First Aid certification. A copy of the issued certificates should be provided.



[[Prequalification Information]]

CERTIFICATION OF THE PROJECT SPECIFIC PREQUALIFICATION STATEMENT

The Bidder certifies that all of the information contained in Sections [[Prequalification Section Start]] through [[Prequalification Section End]] of this Project-Specific Prequalification Statement is true and complete.

By: _____

Name: _____
(Please print or type)

Date: _____

Title: _____

<End: 'CFED – 46 Project Specific Prequalification – Yes'>

END OF DOCUMENT 00 46 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 50 00 – Standard Contract Execution Forms
(Standard Single Contract Set)

1 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 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 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 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 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.

<Alternate Clause: CFED – 50 ANA Section 2 Liquidated Damages Alt> This clause inserts the appropriate language for Liquidated Damages based on the selection of Yes or No in the Liquidated Damages field.

<Liquidated Damages Yes option: 'CFED – 50 ANA Section 2 Contract Time Liquidated Damages – Yes'>

2.3 Liquidated Damages for Delay.

- 2.3.A For Delay in Substantial Completion. The parties acknowledge that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion that is not caused solely by the Owner (hereinafter "Contractor Delay"), the Contractor agrees that liquidated damages will be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. To the best of their ability and based on information available to them as of the time of entering into this Contract, Contractor and Owner have estimated that the fairest and best approximation of actual damages that will be incurred for each day of Contractor Delay beyond the Contract Time is _____ **Dollars (\$_____)** **per calendar day** unless reduced by the Owner. Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.
- 2.3.B 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 Contractor Delay for which Owner has withheld payment and Owner reasonably believes that there has been or will be no other event of Contractor Delay for which Owner would be entitled to withhold from amounts otherwise due Contractor, Owner shall promptly release to Contractor those funds withheld, in anticipation of liquidated damages.

 THE REST OF SECTION 2.3 SHOULD BE REMOVED IF NO CM IS INVOLVED

- 2.3.C The Construction Manager shall coordinate the construction schedule utilizing all Contractors' schedules. Each Contractor shall coordinate its Work with the Construction Manager, and with the Work of the other Contractors. The Construction Manager is responsible for making all scheduling and coordination decisions where consensus is not attained.
- 2.3.D Disputes between or among two or more Contractors pertaining to the creation, application, and modification of the Construction Schedule, the furnishing of resources to meet the Construction Schedule, interferences and delays claimed between Contractors, default in any of the obligations of another Contractor that delays, interferes or otherwise harms another Contractor, and other coordination and scheduling decisions involving Contractors ("coordination decisions") shall be submitted promptly in writing to the Construction Manager for a final construction decision. The final construction decision of the Construction Manager shall be consistent with the content and intent of the Contract Documents. A Contractor may request that a final construction decision be rendered or confirmed in writing. The final construction decision of the Construction Manager, whether provided verbally or in writing, shall be observed, accepted, and fully followed by all Contractors and their Subcontractors on the Project, subject only to the commencement of a claim proceeding initiated at the request of the Contractor(s). A claim asserted under this Paragraph between or among Contractor(s), and any claim that should have been asserted hereunder, must be brought within a

reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of the Contractor bringing the claim. The progress of the Work in accordance with the final construction decision of the Construction Manager shall not be delayed, pending this issuance of a final construction decision or pending any proceeding.

- 2.3.E In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Construction Manager, or a dispute between or among Contractors that should have been submitted to the Construction Manager under Section 2.3.D but was not, the Contractor's sole and exclusive remedy for any and all claims is the commencement of litigation or Alternative Dispute Resolution with the other Contractor(s), pursuant to the provisions of Applicable Laws. The damage remedy in such proceedings hereby provided in favor of the Contractor shall be exclusive remedy for these and all other disputes between and among Contractor(s).
- 2.3.F In the event of a dispute that is not of the kind described in Section 2.3.E, and where instead the dispute is between Contractor and Owner, Contractor's sole and exclusive remedy for all claims is use of and resort to the Claim provisions of the Contract Documents. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive.
- 2.3.G Contractor shall have no right of action against Owner, Construction Manager or Professional Services Consultant in connection with any dispute, or a decision rendered in connection with a dispute, between or among the other Contractor(s)
- 2.3.H Contractor shall conform to the scheduling requirements in the Contract Documents and the General Requirements of the Specifications and shall provide for expeditious and practical execution of the Work.

<End: 'CFED – 50 ANA Section 2 Contract Time Liquidated Damages – Yes'>

<Liquidated Damages No option: 'CFED – 50 Section 2 Contract Time Liquidated Damages – No'>

- 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.

<End: 'CFED – 50 Section 2 Contract Time Liquidated Damages – No'>

- 2.4 Owner, the Construction Manager (if any) and Professional Services Consultant will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely Contractor's rights and responsibilities under the Contract Documents. Neither will Owner, the Construction Manager (if any) and Professional Services Consultant be responsible for Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither will Owner, the Construction Manager or Professional Services Consultant have control over or charge of or be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

3 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 THE CONTRACT DOCUMENTS

4.1 The contract between the parties consists of the "Contract Documents". The Contract Documents include this Agreement, the Bidding documents, 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 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 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 Oblige.

7 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.
- 7.3 University of Illinois Supplemental Certifications
 - 7.3.A Vendor is required under 30 ILCS 500/20-65 to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Vendor agrees to cooperate fully with any audit and to provide full access to all relevant materials. Failure to maintain the required books and records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available.
 - 7.3.B Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
 - 7.3.C This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
 - 7.3.D Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer.

- 7.3.E The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland “Anti Kickback” Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
- 7.3.F The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any books, documents and records necessary to verify the costs of services rendered under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.
- 7.3.G The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor 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. (2010).
- 7.3.H The vendor 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 vendor, 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 vendor 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 vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
- 7.3.I Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010).
- 7.3.J The following certification is applicable for contractors only. Affidavit to Maintain a Primary Place of Employment in Illinois. By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as

required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract

<CFED - 50 ANA Section 8 Constitutional and Statutory Provisions>

8 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
Subcontractor*	2	With Level 1	>\$50,000
Subcontractors' Subcontractor*	3 and below	With Level 2 and below	>\$50,000

* Certifications are required for >\$50,000 and Financial Disclosures are required for >\$100,000

Level 1 Contractor

8.3.A The Form A, Form B Certifications and Disclosures, or the submitted CPO Financial Disclosure Affidavit submitted by the Level 1 Contractor with the Bid documents are hereby made part of this contract.

8.3.B The Supplemental University of Illinois Certifications identified in the Statutory Certifications section on the Contract in addition to the Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit are incorporated into this contract. By executing this Agreement, the Level 1 Contractor acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Level 1 Contractor certifies compliance and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

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.
- Form A, Form B, or CPO Financial Disclosure Affidavit
- Certifications are required for greater than \$50,000.
- Financial Disclosures are required for greater than \$100,000.

Note: Filling out Form A or Form B will satisfy the above certifications and financial disclosure requirements. However, in circumstances where the contractor has an active contract with the owner and has already vetted their financial disclosures and potential conflicts of interest from that active contract within the last 12 months from the date of contract award on the Illinois Procurement Bulletin, the contractor may submit a signed CPO Financial Disclosure Affidavit attesting that the original submission of its financial disclosures and potential conflicts of interest have not been altered or changed. This affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full Financial Disclosures and Conflicts of Interest form otherwise required by the Procurement Code and will satisfy the certification requirements referenced above.

The Supplemental University of Illinois Certifications identified in the Statutory Certifications section below are to be implemented into all subcontractors on this project.

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: https://www.uocpres.uillinois.edu/contracts_forms/for_contractors. 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.

<End: CFED - 50 ANA Section 8 Constitutional and Statutory Provisions>

9 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 Services Consultant: _____

Attention: _____

(if applicable) To Construction Manager: _____

Attention: _____

To Contractor: _____

Attention: _____

All notices shall be effective upon receipt.

10 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.

< CFED - 50 Section 11 Owner's Web-Based Project Management System ("PRZM") >

11 OWNER'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Contractor shall use the Owner's web-based Project Management System to access and exchange project information with team members throughout the Project's life. This includes providing electronic copies of subcontractor agreements and Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit 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 representative.

<end:CFED - 50 Section 11 Owner's Web-Based Project Management System ("PRZM")>

12 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.

<p style="text-align: center; font-size: 24pt; color: gray;">University of Illinois Signature Block</p> <hr/> <p>Comptroller Delegate Signature</p> <hr/> <p>Signature Date</p>	<p>CONTRACTOR</p> <hr/> <p>By</p> <hr/> <p>Printed</p> <hr/> <p>Title</p> <hr/> <p>Date</p>
---	---

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 that Contractor is close to default, Owner reserves the right to contact Surety to notify Surety of potential default. 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:
 - 2.1 Complete full performance of the Construction Contract, by using a completing contractor jointly selected by the Surety and Owner, including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor, pursuant to a written takeover agreement.
 - 2.2 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.
 - 2.3 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,

- 2.4 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 University 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:

(INSERT PROPER NAME OF CONTRACTOR)

(INSERT PROPER NAME OF SURETY) SEAL

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:
 - 2.1. a direct contract with the Contractor; or
 - 2.2. a direct contract with a subcontractor of the Contractor; or
 - 2.3. 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:
 - 3.1. ninety (90) days after such Beneficiary provided labor, material, equipment, services or other items for use in furtherance of the Construction Contract; or,
 - 3.2. 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:
 - 5.1. making payment of all sums not in dispute; and
 - 5.2. 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)

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:

(INSERT PROPER NAME OF CONTRACTOR)

(INSERT PROPER NAME OF SURETY) SEAL

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.

To: **Contractor
Address**

Date:
Project Name/Number:
Contract Amount:
Division:

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 –BEP/VBP 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 BEP/VBP subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity 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 BEP/VBP certified subcontractor or supplier and must be submitted with your executed contract.
6. **REQUEST FOR ELECTRONIC PAYMENT:** The University of Illinois offers two methods of electronic payments: ePayables (virtual credit card) and ACH (direct deposit). ePayables is the preferred payment method, it provides enhanced remittance information and more favorable (reduced) payment terms. To begin the enrollment process email uiepayments@uillinois.edu or call 217.333.6583 and ask for Electronic Payment enrollment.

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: https://www.uocpres.uillinois.edu/contracts_forms_for_contractors.

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, TITLE

PM/sec
Attachments
Copies:

UNIVERSITY OF ILLINOIS
Notice of Intent to Award Contract *and* Notice of Award of Contract
Attachment A: BEP/VBP Subcontractor/Supplier Certification

Section 1: To be completed by Prime Contractor

U OF I Project No.: _____ Project Title: _____
Contractor's Name: _____
FTIN Number: _____ Area Code/Telephone Number: _____
Official Address (Street): _____
(City, State, Zip Code): _____
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 BEP/VBP certified Subcontractor/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 or African American ☐ Hispanic or Latino ☐ Asian
☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander
- B. ☐ Women owned
- C. ☐ Owned By A Person With A Disability
as defined in Section 2 of the Minority and Women Owned Business Enterprise Act, as amended (30 ILCS 575) (See definitions)
- D. ☐ Owned by and certified as a VOSB or SDVOSB by the Illinois Department of Central Management Services Veterans Business Program (VBP).
- 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: _____

To: **Contractor
Address**

Date:
Project Name/Number:
Contract Amount:
Division:

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 – BEP/VBP SUBCONTRACTOR/SUPPLIER CERTIFICATION.** A copy of Attachment A is enclosed. Please submit a completed and signed Attachment A for each of the IL CEI certified BEP/VBP subcontractor(s) and/or supplier(s) being utilized to meet the designated diversity 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 BEP/VBP certified subcontractor or supplier and must be submitted with your executed contract.
6. **Request for Electronic Payment:** The University of Illinois offers two methods of electronic payments: ePayables (virtual credit card) and ACH (direct deposit). ePayables is the preferred payment method, it provides enhanced remittance information and more favorable (reduced) payment terms. To begin the enrollment process email uipayments@uillinois.edu or call 217.333.6583 and ask for Electronic Payment enrollment.

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: https://www.uocpres.uillinois.edu/contracts_forms_for_contractors

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, TITLE

PM/sec
Attachments
Copies:

<End: CFED - 50 Notice of Award of Contract>

UNIVERSITY OF ILLINOIS
Notice of Intent to Award Contract *and* Notice of Award of Contract
Attachment A: BEP/VBP Subcontractor/Supplier Certification

Section 1: To be completed by Prime Contractor

U OF I Project No.: _____ Project Title: _____
Contractor's Name: _____
FTIN Number: _____ Area Code/Telephone Number: _____
Official Address (Street): _____
(City, State, Zip Code): _____
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 BEP/VBP certified Subcontractor/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 or African American ☐ Hispanic or Latino ☐ Asian
☐ American Indian or Alaska Native ☐ Native Hawaiian or Other Pacific Islander
- B. ☐ Women owned
- C. ☐ Owned By A Person With A Disability
as defined in Section 2 of the Minority and Women Owned Business Enterprise Act, as amended (30 ILCS 575) (See definitions)
- D. ☐ Owned by and certified as a VOSB or SDVOSB by the Illinois Department of Central Management Services Veterans Business Program (VBP).
- 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: _____

Contractor Name
Contractor Address

Date:

Project Name/Number:

Contract Amount:

Date of Award

Division: DOW or SINGLE PRIME CONTRACTOR

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 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: https://www.uocpres.uillinois.edu/contracts___forms/for_contractors.

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

Date:
Project Name/Number:
Contract Amount:
Division:

NOTICE TO PROCEED

We have received and executed all required documentation (Agreement, Payment Bond, Performance Bond and required Liability, 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 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: https://www.uocpres.uillinois.edu/contracts_forms/for_contractors.

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.

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,

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)

STANDARD CONTRACT ADMINISTRATION FORMS

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: _____

Contractor: _____

Contract Division: _____

Project #: _____

DESCRIPTION OF CONTRACT PAYMENT ITEMS						COST BREAKDOWN		
Line No.	CSI Section	Payment Item	Subcontractor/Vendor (where applicable)	MBE/WBE /PBE* Status	Estimated Quantity	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: _____ By: _____ Date: _____	<div style="text-align: center;">Board of Trustees</div> Owner: <u>University of Illinois</u> PSC: _____ By: _____ Date: _____

*Indicate if subcontractor is a MBE, WBE or PBE, otherwise leave blank. Attach certification for all MBE/WBE/PBE 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)

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: _____

Banner Doc #

Address Sequence:

Address Code:

Check Print Location:

1099? Y N

Encl? Y N

OBFS Approval:

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 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: _____
Authorized Representative

Date: _____

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: _____
Authorized Representative

Date: _____

3.2 Construction Managers 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: _____
Authorized Representative

Date: _____

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: _____
Authorized Representative

Date: _____

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

AUTHORIZED DEPARTMENT APPROVAL

**University of
Illinois
Seal**

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 _____

FOR OBFS**SORT**

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/WBE/PBE SUMMARY BY SUBCONTRACTOR

Project: _____
Contract _____
Division: _____

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

DESCRIPTION OF CONTRACT PAYMENT ITEMS				COMPLETION STATUS					
A	B	C	D	E	F	G	H	I	J
Item No. ----- CSI	Description of Work ----- Assigned Subcontractor/ Subcontractor/	MBE/ WBE/ PBE Status	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/WBE/PBE Subcontractors		\$		\$	\$	\$	\$	
	Subtotal forward: All Contractors		\$		\$	\$	\$	\$	

	Running Subtotal: MBE/WBE/PBE 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)
)
COUNTY OF _____) SS

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:

Page 1 of 3

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:

- 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.
- For the Contractor's final payment request, all subcontractors/vendors/suppliers should be paid in full.
- 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.

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

4. **Exceptions (Payments Not Make 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____.

Contractor _____

Notary Public

By _____

My Commission Expires _____
(Date)

Title _____

Page 3 of 3

Contractor: _____

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

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

TABLE B

[illegible][illegible]

Form approved by Legal Counsel – UOCP&RES 01/25

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"/>	_____	_____	_____	_____ _____ _____

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**

Project Name _____

Contractor. _____

Name/Address _____

PSC Project No. _____

UI Change Order No. _____

UI RFP/EWA No. _____

Change Order Amount _____

UI Document No. _____

UI Encumbrance 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 Contact 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 Contact Amount	\$ _____
Revised Substantial Completion Date	_____		

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

CLASSIFICATION (for UI use only)											
Client Request		PSC Error		CM Error		Code / Standards		Unforeseen Conditions		Liquidated Damages	
Staff Changes / Scope		PSC Omission		CM Omission		Delivery / Schedule		Closeout		Crisis Response	
BUDGET/SCOPE (for UI use only)											
Client Request Does NOT affect project budget and/or scope						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 Approval

University of Illinois Approvals

Contractor Date _____

Campus Date _____

Construction Manager (CM) (if applicable) Date _____

Board of Trustees of the University of Illinois – Interim Comptroller

Professional Services Consultant (PSC) Date _____

Paul N. Ellinger

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 _____

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: _____

Page 1 of 1

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

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)
\$	\$

_____ 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

Contact 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: _____

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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</u>	Contract Division: _____
Subcontract/PO#: _____	<u>of the University of Illinois</u>	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____

Subcontractor/Vendor/Supplier

Witness to Signature:

By: _____

Title: _____

Page 1 of 1

**University of Illinois
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: _____ **Project #:** _____

Owner: The Board of Trustees of the University of Illinois

Professional Services Consultant: _____

Date: _____

Contractor: _____

Contractor: _____ Inspection Date: _____

Owner Possession Date: _____

Contract Division: _____

INSPECTION

<u>Inspection Participants</u>	<u>Representing (Firm of 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 partial possession and full responsibility for the above designated Project areas or sections 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.

Page 1 of 2

**CERTIFICATE OF SUBSTANTIAL COMPLETION
EXTENDED WARRANTIES**

Extended warranties are listed below:

Item	CSI Section	Date of Commencement	Duration (Days)	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

Page 2 of 2

University of Illinois
CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION*

Project: _____ **Project #:** _____

Owner: The Board of Trustees of the University of Illinois

Professional Services Consultant: _____

Date: _____

Contractor: _____

Contractor: _____ Inspection Date: _____

Owner Possession Date: _____

Contract Division: _____

INSPECTION

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

**This Certificate of Partial Substantial Completion is NOT an indication that the Project has reached final Substantial Completion. The purpose of this certificate is to allow use of area(s) or building(s) that are complete ahead of the complete scope of the Project and to allow warranties for area(s) or building(s) to start on agreed upon items and by appropriate parties.*

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 partial possession and full responsibility for the above designated Project areas or sections 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. *This Certificate of Partial Substantial Completion is NOT certification of final work completion.*

Page 1 of 2

**CERTIFICATE OF PARTIAL SUBSTANTIAL COMPLETION
EXTENDED WARRANTIES**

Extended warranties are listed below:

Item	CSI Section	Date of Commencement	Duration (Days)	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

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

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

Page 2 of 2

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.	TOTAL, REQUEST FOR PROPOSAL		\$

* 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: _____

PROFESSIONAL SERVICES BILLING FORM
UNIVERSITY OF ILLINOIS

Professional Services Consultant (PSC): _____

Project: _____

Owners Representative: _____ Agreement Date: _____

Invoice Date: _____ University Payment #: _____

Agreement Date: _____ FEIN/FTIN #: _____

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

**** included 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 ARTICLE 1 – DEFINITIONS

<CFED-70 Article 1 Definitions 1 to 13>

- 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 "Business Enterprise Program" means the Business Enterprise Program of the Illinois Commission on Equity and Inclusion (CEI).
- 1.3 "Veterans Business Program (VBP) Certified Vendor" means a business certified as a VOSB or SDVOSB by the Illinois Commission on Equity and Inclusion Veterans Business Program.
- 1.4 "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.
- 1.5 "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.
- 1.6 "Contract Documents" See paragraph 2.1 herein.
- 1.7 Diversity Goal Cure Period means if the Bidder fails to meet the diversity goal at the time of bid submittal and provides a completed utilization plan (Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00) as of bid opening, they are granted a cure period of ten (10) calendar days, after Owner notifies bidder of the deficiency, to meet the goal. Whenever BEP/VBP utilization is shown as 0% or not identified on Attachment B and no GFE is included, the bidder will be deemed non-responsive and the bid will be rejected as a material condition. By the end of the cure period, Bidder shall submit an updated utilization plan and updated documentation of their good faith efforts to achieve the diversity participation 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. Good faith effort documentation is not required when diversity participation goals have been met
- 1.8 "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.

- 1.9 “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.
- 1.10 “Final Completion” means the completion by the Contractor of all Work required by, and in strict compliance with, the Contract Documents.
- 1.11 “Illinois Business” means a contractor that is operating and headquartered in Illinois and providing, at the time that an invitation for a bid or notice of contract opportunity is first advertised, construction or construction-related professional services, and is operating as
- 1.11.A a sole proprietor whose primary residence is in Illinois,
- 1.11.B a business incorporated or organized as a domestic corporation under the Business Corporation Act of 1983,
- 1.11.C a business incorporated as a domestic partnership under the Uniform Partnership Act of 1997,
- 1.11.D a business organized as a domestic limited partnership under the Uniform Limited Partnership Act of 2001,
- 1.11.E a business organized under the Limited Liability Company Act, or
- 1.11.F a business organized under the Professional Limited Liability Company Act.
- “Illinois Business” does not include any subcontractors.
- (Source: P.A. 102-721, eff 1-1-23; 103-570, eff. 1-1-24.)
- 1.12 “Joint Venture” means a legal entity in the State of Illinois that is a cooperative business agreement or partnership between two or more parties that is usually limited to a single enterprise and that involves the sharing of resources, control, profits, and losses.
- 1.13 “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.

<end: CFED-70 Article 1 Definitions 1 to 13>

- 1.14 “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.
- 1.15 “Project” means the project identified on page one of the Agreement.

- 1.16 "Subcontracts" means the contracts between Contractor and any Subcontractor, including any contracts assigned to the Contractor by the Owner.
- 1.17 "Subcontract Costs" means those sums properly paid or due and payable to Subcontractors under the terms of the Subcontracts.
- 1.18 "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.
- 1.19 "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. Partial use or occupancy shall not result in the project being deemed substantially complete and shall not be evidence of Substantial Completion.
- 1.20 "Utilization Plan" means the bid form 00 40 00 Attachment B and additional documentation included in all bids or proposals that demonstrates a vendor's proposed utilization of vendors certified by the CEI Business Enterprise Program and Veteran Business Program (designated as CEI BEP/VBP) to meet the targeted Owner goal(s). The utilization plan shall demonstrate that the bidder has either: (1) met the entire contract goal or (2) requested a full or partial waiver and provided documentation of good faith efforts toward meeting the goal(s).
- 1.21 "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 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 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 first-class 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 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, if required by the University, and other permits and governmental fees, licenses and inspections necessary for completion of the Work which are customarily secured after execution of the contract. Building permits are not required when working on University owned buildings or land. 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 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 provided in Microsoft Project or Primavera P6 format (.pdf and native files), and other such form as Owner may require, and 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. At the Owner's discretion, Contractor may be required to identify (8) or more important activities or milestones on the Construction Schedule with required completion dates that shall be established in addition to the established Substantial Completion Date. At the Owner's discretion, Contractor may be required to submit electronic versions of the Construction Schedule, in native file format.

5.1.A Form of Schedule. The project schedule shall provide sufficient detail and clarity so that the contractor can plan and control work, and the Owner, Architect/Engineer, or Construction Manager can readily monitor and follow the progress of all portions of the work. The project schedule must be in the Critical Path Method format, which is identified by the longest connected chain of interdependent activities through the network schedule that establishes the minimum overall project duration and contains no float. Critical activities, including the (8) or more important activities or milestones referenced in section 5.1, must be clearly shown. The schedule shall be mathematically analyzed by contractor initially and at every update, milestone, or revision, and shall include:

5.1.A.1 Preceding and following event by number.

5.1.A.2 Activity description and duration.

5.1.A.3 Earliest start and finish dates for each activity.

5.1.A.4 Latest start and finish calendar dates for each activity.

5.1.A.5 Actual start and finish dates for each activity.

5.1.A.6 Total float in work days for each activity.

5.1.A.7 Percentage complete for each activity.

5.1.A.8 Show activity constraints, precedent activities, logical constraints, restrained starts, and restrained finish dates.

5.1.B Contents of Schedule. At a minimum, unless otherwise approved by the university, the project schedule must be inclusive of all installation tasks of the work and shall include submittal and approval of shop drawings and material samples, including time for submittal reviews and re-submittals as well as delivery dates of critical materials and major equipment, pre-testing and commissioning of equipment (if applicable per university requirements), and Owner training. There should be at

least one activity for each specification section. Major trade work shall be broken down by areas, tasks, systems, material, and equipment. The project schedule shall include logic ties indicating precedent tasks and activities for all line items. The project schedule shall indicate float for each activity where applicable and allow for contingencies to provide for unanticipated impacts to the schedule. The project schedule shall include the anticipated number of calendar days for each month during which construction activity exposed to weather conditions is expected to impact the critical path. Suspension of construction activity for the number of days each month as established in the project schedule is included in the Work and is not eligible for extension of Contract Time.

- 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 bi-weekly basis, or frequency established by Owner, and in compliance with all requirements of section 5.1 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. The Contractor shall be responsible to certify the accuracy of the project schedule on a bi-weekly basis using any supplemental tools provided by the Owner, including web-accessible tools provided by the Owner documenting the (8) or more important activities or milestones stipulated in section 5.1.
- 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.
- <Alternate Clause: CFED – 70 Construction Schedule AI>**
- <CM involved option: 'CFED – 70 Article 5 Construction Schedule – CM'>**
- 5.5 For Contractor with No Assignment projects, the Owner, or if a Construction Manager is hired by Owner, shall coordinate the construction schedule utilizing all Contractors' schedules. Each Contractor shall coordinate its Work with the Owner/Construction Manager, and with the Work of the other Contractors. The Owner/Construction Manager is responsible for making all scheduling and coordination decisions.
- 5.6 Disputes between or among two or more Contractors pertaining to the creation, application, and modification of the Construction Schedule, the furnishing of resources to meet the Construction Schedule, interferences and delays claimed between Contractors, default in any of the obligations of another Contractor that delays, interferes or otherwise harms

another Contractor, and other coordination and scheduling decisions involving Contractors ("coordination decisions") shall be submitted promptly in writing to the Owner/Construction Manager for a final construction decision. The final construction decision of the Owner/Construction Manager shall be consistent with the content and intent of the Contract Documents. A Contractor may request that a final construction decision be rendered or confirmed in writing. The final construction decision of the Construction Manager, whether provided verbally or in writing, shall be observed, accepted, and fully followed by all Contractors and their Subcontractors on the Project, subject only to the commencement of a claim proceeding initiated at the request of the Contractor(s). A claim asserted under this Paragraph between or among Contractor(s), and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of the Contractor bringing the claim. The progress of the Work in accordance with the final construction decision of the Owner/Construction Manager shall not be delayed, pending this issuance of a final construction decision or pending any proceeding.

- 5.7 In the event of a dispute between or among Contractors that results in the issuance of a final construction decision by Owner/Construction Manager, or a dispute between or among Contractors that should have been submitted to the Owner/Construction Manager under Section 5.6 but was not, the Contractor's sole and exclusive remedy for any and all claims is the commencement of litigation or Alternative Dispute Resolution with the other Contractor(s), pursuant to the provisions of Applicable Laws. The damage remedy in such proceedings hereby provided in favor of the Contractor shall be exclusive remedy for these and all other disputes between and among Contractor(s).
- 5.8 In the event of a dispute that is not of the kind described in Section 5.7, and where instead the dispute is between Contractor and Owner, Contractor's sole and exclusive remedy for all claims is use of and resort to the Claim provisions of the Contract Documents. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive.
- 5.9 Contractor shall have no right of action against Owner, Construction Manager or Professional Services Consultant in connection with any dispute, or a decision rendered in connection with a dispute, between or among the other Contractor(s).
- 5.10 Contractor shall conform to the scheduling requirements in the Contract Documents and the General Requirements of the Specifications and shall provide for expeditious and practical execution of the Work.
- 5.11 Owner, the Construction Manager and Professional Services Consultant will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely Contractor's rights and responsibilities under the Contract Documents. Neither will Owner, the Construction Manager and Professional Services Consultant be responsible for Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither will Owner, the Construction Manager or Professional Services Consultant have control over or charge of or be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

<End: 'CFED – 70 Article 5 Construction Schedule – CM'>

<No CM involved option: 'CFED – 70 Article 5 Construction Schedule – No CM'>

- 5.5 The Contractor receiving assignment of Assigned Contracts is designated as the Lead Contractor for this Project. Each Assigned Subcontractor shall coordinate its Work with Lead Contractor, and with the Work of the other Assigned Subcontractors. The Lead

Contractor is responsible for making all scheduling and coordination decisions where consensus is not attained among the affected Assigned Subcontractors.

- 5.6 The Lead Contractor shall make all coordination and scheduling decisions not mutually agreed to by the affected Assigned Subcontractors. Lead Contractor shall indemnify, defend and hold harmless Owner, Professional Services Consultant and the Owner's Representative in connection with all such decisions that are or should have been made by the Lead Contractor. Disputes between or among two or more Assigned Subcontractors pertaining to the creation, application, and modification of the Construction Schedule, the furnishing of resources to meet the Construction Schedule, interferences and delays claimed by an Assigned Subcontractor against another Assigned Subcontractor, default in any of the obligations of another Assigned Subcontractor that delays, interferes or otherwise harms an Assigned Subcontractor, and other coordination and scheduling decisions involving Assigned Subcontractors ("coordination decisions") shall be submitted promptly in writing to the Lead Contractor for a final construction decision. The final construction decision of the Lead Contractor shall be consistent with the content and intent of the Contract Documents. An Assigned Subcontractor may request that a final construction decision be rendered or confirmed in writing. The final construction decision of the Lead Contractor, whether provided verbally or in writing, shall be observed, accepted, and fully followed by all Assigned Subcontractor and their Subcontractors on the Project, subject only to the commencement of a claim proceeding initiated at the request of an Assigned Subcontractor. A claim asserted under this Paragraph between or among Assigned Subcontractor, and any claim that should have been asserted hereunder, must be brought within a reasonable period of time and in any event within six (6) months of Substantial Completion of the Work of the Assigned Subcontractor bringing the claim. The progress of the Work in accordance with the final construction decision of the Lead Contractor shall not be delayed, pending this issuance of a final construction decision or pending any proceeding.
- 5.7 In the event of a dispute between or among Assigned Subcontractors that results in the issuance of a final construction decision by Lead Contractor, or a dispute between or among Assigned Subcontractors that should have been submitted to the Lead Contractor under Section 5.6 but was not, the Assigned Subcontractor's sole and exclusive remedy for any and all claims is the commencement of litigation or Alternative Dispute Resolution with the other Assigned Subcontractor(s), pursuant to the provisions of Applicable Laws. The damage remedy in such proceedings hereby provided in favor of Assigned Subcontractor shall be exclusive remedy for these and all other disputes between and among Assigned Subcontractors.
- 5.8 In the event of a dispute that is not of the kind described in Section 5.7, and where instead the dispute is between Contractor and Owner, Contractor's sole and exclusive remedy for all claims is use of and resort to the Claim provisions of the Contract Documents. The remedies provided therein against Owner in connection with actions by Contractor shall be exclusive.
- 5.9 Contractor shall have no right of action against Owner, Owner's Representative or Professional Services Consultant in connection with any dispute, or a decision rendered in connection with a dispute, between or among the Assigned Subcontractor.
- 5.10 Contractor shall conform to the scheduling requirements in the Contract Documents and the General Requirements of the Specifications and shall provide for expeditious and practical execution of the Work.
- 5.11 Owner, the Owner's Representative and Professional Services Consultant will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely Contractor's rights and responsibilities under the Contract

Documents. Neither will Owner, the Owner's Representative and Professional Services Consultant be responsible for Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither will Owner, the Owner's Representative or Professional Services Consultant have control over or charge of or be responsible for acts or omissions of Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

<End: 'CFED – 70 Article 5 Construction Schedule – No CM'>

6 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 (the "Lead Contractor"), 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 6.3, the Contractor shall subcontract directly with all Subcontractors.

- 6.4 **Subcontract Requirements.** Excepting only the provisions contained in paragraph 2.3 of the Agreement between Owner and Contractor, all Subcontracts shall afford Contractor rights against its Subcontractors which correspond to the rights afforded to Owner against Contractor herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, all Subcontracts shall provide for the retention of ten percent (10%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Contractor any amount on account of such Subcontract Retainage until such time as specified herein for release of retainage.

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

* Certifications are required for >\$50,000 and Financial Disclosures are required for >\$100,000

Level 1 Contractor

6.4.A The Form A, Form B Certifications and Disclosures, or the submitted CPO Financial Disclosure Affidavit submitted by the Level 1 Contractor with the Bid documents are hereby made part of this contract.

6.4.B The Supplemental University of Illinois Certifications identified in the Statutory Certifications section on the Contract in addition to the Form A, Form B Certifications and Disclosures, or CPO Financial Disclosure Affidavit are incorporated into this contract. By executing this Agreement, the Level 1 Contractor acknowledges and agrees that it is in compliance with the requirements of Article 50 of the Illinois Procurement Code (30 ILCS 500/50). These requirements remain in effect for the term of the Agreement. The Level 1 Contractor certifies compliance and is under a continuing obligation to remain in compliance and to immediately report any non-compliance.

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
- • Form A, Form B, or CPO Financial Disclosure Affidavit

- Certifications are required for greater than \$50,000
- Financial Disclosures are required for greater than \$100,000

Note: Filling out Form A or Form B will satisfy the above certifications and financial disclosure requirements. However, in circumstances where the contractor has an active contract with the owner and has already vetted their financial disclosures and potential conflicts of interest from that active contract within the last 12 months from the date of contract award on the Illinois Procurement Bulletin, the contractor may submit a signed CPO Financial Disclosure Affidavit attesting that the original submission of its financial disclosures and potential conflicts of interest have not been altered or changed. This affidavit may be used, under the circumstances referenced in 30 ILCS 500/50-35(j), in place of the full Financial Disclosures and Conflicts of Interest form otherwise required by the Procurement Code and will satisfy the certification requirements referenced above.

The Supplemental University of Illinois Certifications identified in the Statutory Certifications section below are to be implemented into all subcontractors on this project.

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: https://www.uocpres.uillinois.edu/contracts_forms_for_contractors. 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 6.3 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 6.3, 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 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 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. If additional design is required for correction of defective Work, the Contractor shall use the Owner's Professional Services Consultant for all design changes that may be allowed from the original design, at the rates established within the Owner's/Professional Services Consultant Agreement. The Contractor will be assessed these costs through a deductive change order.

- 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 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 start-up 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 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 as-built 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. Contractor shall submit the Daily Log to the Owner on a daily basis and may be required to submit the Daily Log in an electronic format.
- 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 as-built 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 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 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 Commission on Equity and Inclusion (CEI) as a BEP/VBP certified vendor. This information is requested only for the Owner's use in monitoring the level of diversity 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 third-party 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 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 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 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 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 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 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. In claims against any person or entity indemnified under this provision by an employee of Contractor, a Subcontractor, anyone employed by them, or anyone for whose acts they may be liable, this indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by Contractor or a Subcontractor under any Workers' Compensation Act, disability benefit acts or other employee benefit acts.

- 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 Contractor's 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	orkmen's Compensation and Occupational Diseases Employer's Liability (Part B)	Illinois Statutory Limits \$1,000,000 per occurrence
18.2.A.2	Commercial General Liability	
	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Production Completed Operation Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
	Fire Damage	\$1,000
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 Contractor shall procure coverage adding the below-identified parties as Additional Insureds on a primary, non-contributory basis for ongoing operations and completed operations. Additionally, the Certificate of Insurance shall include Additional Insured wording that identifies 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 in the form stated below. In addition to being a policy provision or endorsement, the waiver of subrogation 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 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 or by written approval by Owner. 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 in the following form, which also 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.

<Alternate Clause: CFED - 70 Article 19 Pollution Liability Single Alt. Only include if set to Yes.>

<Yes Option: 'CFED - 70 Article 19 Pollution Liability – Yes'>

19.3.G.2.11 Pollution Liability: \$1,000,000 for each occurrence; \$2,000,000 aggregate.

<End: 'CFED - 70 Article 19 Pollution Liability – Yes'>

<Alternate Clause: CFED – 70 Article 19 Builders Risk Delay Single Alt> Only included if 'Builders Risk Delay in Completion Clause?' is set to Yes.

<Yes option: 'CFED – 70 Article 19 Builders Risk Delay Single – Yes'>

19.3.G.2.12 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 Owner's coverage under the Policy shall be \$[[Builders Risk Delay in Completion Amount]] Coverage must be expressly stated on the Evidence of Property Insurance form.

<End: 'CFED – 70 Article 19 Builders Risk Delay Single – Yes'>

<Alternate Clause: CFED – 70 Article 19 Builders Flood Single Alt> Only included if 'Builders Risk Flood Clause?' is set to Yes.

<Yes option: 'CFED – 70 Article 19 Builders Risk Flood – Yes'>

19.3.G.2.13 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. Coverage must be expressly stated on the Evidence of Property Insurance form.

<End: 'CFED – 70 Article 19 Builders Risk Flood Single – Yes'>

<Alternate Clause: CFED – 70 Article 19 Builders Risk Earthquake Single Alt> Only included if 'Builders Risk Earthquake Clause?' is set to Yes.

<Yes option: 'CFED – 70 Article 19 Builders Risk Earthquake – Yes'>

19.3.G.2.14 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. Coverage must be expressly stated on the Evidence of Property Insurance form.

<End: 'CFED – 70 Article 19 Builders Risk Earthquake – Yes'>

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;

- 19.3.1.5 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.
- 19.3.1.6 Loss from fungus, mold, mildew, and the like, unless otherwise specified in the insurance policy;
- 19.3.1.7 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;
- 19.3.1.8 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.
- 19.3.1.9 Normal subsidence and/or normal settling, cracking, shrinking or expanding of foundations or any other part of the covered property;
- 19.3.1.10 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;
- 19.3.1.11 Omission or error in planning, zoning, development, surveying, design or specifications;
- 19.3.1.12 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 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 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 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, via the Owner's electronic project management system, 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 ARTICLE 23 - RESERVED

24 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 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.

END OF DOCUMENT 00 70 00

THE BIDDING AND CONTRACT PROVISIONS
DOCUMENT 00 90 00 – Addenda and Modifications
(Standard Multiple and Single Contract Sets)

ADDENDA AND MODIFICATIONS

1 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 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 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