Request for Proposal (RFP)

No. 1ALR1209

Contractor Services

PROPOSAL DUE DATE:  February 10, 2012

PROPOSAL DUE TIME:  2:00 PM Local Time

Pre-Proposal Conference Date: January 25, 2012

Pre-Proposal Conference Time: 9:00 AM Local Time

(See section 1.3 for additional information)

NOTE: Contractor shall complete the enclosed Appendix III, Standard Qualifications, Certifications, Representations, and Disclosures (Exhibits A, B, and C) and Appendix IV, State Board of Elections Certification. Failure to complete and return these forms with Contractor’s response may result in its being considered non-responsive to this RFP.

Contractor Name: _________________________________________________________

Contractor Address: _____________________________________________________

___________________________________________________________________________

Questions regarding all Proposal procedures should be directed to:

Amy Roberts
OBFS, UIUC Purchasing
212 Illini Plaza
1817 S. Neil St.
Champaign, IL 61820
(217) 333-3586
alrobert@uillinois.edu

Send or deliver Proposal to:
University of Illinois Purchasing Division
ATTN: Bid Desk
212 Illini Plaza
1817 S. Neil St.
Champaign, IL 61820

Clearly mark 1ALR1209 on the outside of all packages.
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1. **INTRODUCTION**

1.1. **DESCRIPTION OF PROPOSAL**

The Board of Trustees of the University of Illinois at Urbana-Champaign on behalf of Facilities and Services (F&S), hereinafter referred to as “University” is seeking Proposals from qualified firms, hereinafter referred to as “Contractor” to provide contracting services, for an initial twenty-four (24) month period beginning on July 1, 2012, with the option to renew for one (1) twenty-four (24) month renewal upon the same terms and conditions based on satisfactory performance, continuing need, and availability of funds.

The awarded standing purchase orders issued under this Request for Proposal (RFP) shall not allow for a single release for a project to exceed the small purchase threshold for construction services. This threshold is currently $73,100. This threshold is adjusted annually on July 1 pursuant to the Higher Education Procurement Rules. A notice shall be posted detailing the annual adjustment on the Illinois Public Higher Education Procurement Bulletin web page, which is: [http://www.procure.stateuniv.state.il.us/](http://www.procure.stateuniv.state.il.us/).

1.2. **OVERVIEW**

It is the intention of the University to establish a list of Contractors that can perform construction related services on the University of Illinois Urbana-Champaign campus. The intent is to award contracts for various divisions of work to qualifying Contractors. This will ensure the University has experienced contractors that can provide construction-related services for as many of the divisions of work as possible and allow for additional back-ups. The University reserves the right but is not required, to issue supplementary requests for proposals to search for additional qualified Contractors as needed by the University. There is no guarantee of minimum utilization or expenditure to any successful Contractor during the contract period. For the fiscal year 2011 (July 1, 2010 through June 30, 2011) the University completed approximately 1,200 construction services projects under this program for a total of approximately $7.0 million. This RFP will facilitate the selection process for the Contractor Services Program by giving the University a list of readily available contractors approved to do work on campus at competitive prices. The Successful Contractors shall be required to furnish a materials quotation in addition to furnishing labor at the rates proposed in their response.

If Contractors have previously responded to RFP 1ALR819, 1ALR901, 1JJJ106, or 1JJJ906, they are REQUIRED to respond to this RFP if they would like to continue providing construction services in the Contractor Services Program.
1.3. **PRE-PROPOSAL CONFERENCE**
The University shall hold a non-mandatory pre-proposal conference for this RFP. Although this pre-proposal conference is not mandatory, the University **strongly** encourages potential Contractors to attend the conference. There have been changes to the Illinois Procurement Code that require additional paperwork and information from Contractors which will be explained and highlighted at the conference. The pre-proposal conference details are as follows:

- **Location:** I-Hotel and Conference Center
- **Address:** 1900 South First Street, Champaign, IL 61820
- **Date:** January 25, 2012
- **Time:** 9:00 AM Local Time

Late arrivals to the pre-proposal conference will **NOT** be admitted. Representatives representing Contractors should arrive early enough to secure parking and locate the meeting room in time for the start of the pre-proposal conference.

During the pre-proposal conference, representatives of the University shall explain how to provide a response to this RFP; provide an overview of the Contractor Services Program; address written inquiries received prior to the conference; and allow potential Contractors the opportunity to ask questions regarding the details/specifications in this RFP.

1.4. **WRITTEN INQUIRIES**
All interested contractors are encouraged to submit written questions concerning the contractor services program they would like addressed at the pre-proposal conference. Additional questions will be addressed during a question and answer session after the presentation.

Please direct all questions to the RFP Contact identified below. Do not discuss this RFP with any University personnel other than the RFP Contact. Questions shall be submitted in writing by an authorized representative of the Company, and should clearly cross-reference the relevant RFP section. Only those questions received by the established deadline shall be considered by the University. Questions must be received by the RFP Contact no later than 5:00 PM Friday January 20, 2012 to be addressed at the meeting. Any questions received after the due date and time may be answered at the discretion of the RFP Contact. When the answer to a question regarding the RFP may result in a material change to the RFP, the University will respond in writing. In that case, the University will post the answer (via an Amendment) in the Illinois Higher Education Procurement Bulletin, which may be viewed at [http://www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us). Only written answers to questions will be binding on the University.

Since all amendments become part of the Proposal, any substantive amendments issued prior to the Proposal opening date may include an amendment acknowledge section. Amendment acknowledgments (if included) must be signed by an authorized Proposer and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all amendment acknowledgements may be grounds for rejection of the Proposal response.
Questions concerning this RFP may be delivered by mail, express courier, e-mail, or fax to:
Amy Roberts
University of Illinois
Office of Business and Financial Services (OBFS)
Purchasing Division
212 Illini Plaza,
1817 South Neil Street Champaign, IL 61820
Phone 217-333-3586 Fax 217-239-6868
Email alrobert@uillinois.edu

1.5. **Estimated Time Table of Activities**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference</td>
<td>Wednesday, January 25, 2012</td>
</tr>
<tr>
<td>9:00 a.m. local time</td>
<td></td>
</tr>
<tr>
<td>Due Date for Proposals</td>
<td>Friday, February 10, 2012</td>
</tr>
<tr>
<td>2:00 p.m. local time</td>
<td></td>
</tr>
<tr>
<td>Anticipated Announcement of Award</td>
<td>Wednesday, May 30, 2012</td>
</tr>
<tr>
<td>Anticipated Contract start date</td>
<td>Monday, July 2, 2012</td>
</tr>
</tbody>
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**NOTE:** The University reserves the right to deviate from these dates.

2. **Instructions to Contractors**

2.1. **Proposal Package**

To facilitate evaluation, Contractors shall submit the Proposal in two (2) parts as described below. The parts may be submitted in the same package **PROVIDED THE PARTS ARE CLEARLY SEPARATED AND IDENTIFIED** as outlined in Sections 2.1.1 and 2.1.2 below.

2.1.1. **Technical Proposal**

Submit one (1) original (clearly marked as “Original”) and five (5) **UNBOUND** copies of the Technical Proposal in a sealed package clearly marked with the RFP number and “Technical Proposal.” Please include one (1) CD or USB drive containing the Technical Information. The following documents comprise the Technical Proposal:

1. Response to the Technical Requirements (Appendix I).
2. Completed and signed Standard Qualifications, Certifications, Representations, and Disclosures (Exhibits A, B, and C) (Appendix III).

2.1.2. **Pricing Proposal**

Submit one (1) original (clearly marked as “Original”) and one (1) **UNBOUND** copy of the completed and signed Pricing Proposal (Appendix II) in a separate and sealed envelope that is clearly marked with the RFP number and “Pricing Proposal.” Please include one (1) CD or USB drive containing the pricing information. The response to Appendix II should include any supplemental or renewal option period pricing schedules (Appendix II, Section 2).
2.2. **DELIVERY OF PROPOSAL PACKAGE**

The Technical Proposal and the Pricing Proposal shall be either delivered by hand or sent to the Purchasing Division through U.S. mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the University’s Purchasing Division and on any correspondence related to the Proposal. The Contractor remains solely responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University assumes no responsibility for any Proposal not so received regardless of whether the delay is caused by the U.S. Postal Service, the University’s Postal Delivery System, or some other act or circumstance. **Proposals received after the time specified in the RFP shall not be considered. All Proposals received after the specified time shall be returned unopened.**

If using an express delivery service, the University recommends that the package be delivered to the designated building and office and not to the University’s Postal Delivery System or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

2.3. **UNIFORMITY**

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. The University reserves the right to waive minor variances or irregularities.

2.4. **PROPOSAL MATERIALS**

The Proposal materials submitted in response to the RFP become the property of the University upon delivery to the Purchasing Division and are to be appended to any formal document which would further define or expand the contractual relationship between the University and the Contractor. All of the material will be considered as part of this RFP.

2.5. **AMENDMENT**

Since all amendments become a part of the Proposal, any substantive amendments issued prior to the Proposal opening date may include an amendment acknowledgment section. Amendment acknowledgments (if included) must be signed by an authorized Contractor representative and returned with the Proposal on or before the Proposal opening date. Failure to sign and return any and all amendment acknowledgments shall be grounds for rejection of the Proposal response.

2.6. **PROPOSAL MODIFICATION**

Proposals submitted prior to the Proposal opening date may be modified or withdrawn only by written notice to the University. Such notice must be received by the Purchasing Division prior to the time designated for opening of the Proposal. Contractor may change or withdraw the Proposal at any time prior to Proposal opening; however, no oral modifications shall be allowed. Only letters or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal and that are received prior to the scheduled Proposal opening time shall be accepted. The Proposal, when opened, shall then be corrected in accordance with such written requests, provided that the written request is contained in a sealed envelope that is clearly marked with the RFP number and “Modification of Proposal.” No modifications of the Proposal shall be accepted at any time after the Proposal opening date and time.
A withdrawn Proposal may be resubmitted up to the time designated for the receipt of Proposal provided that it is then fully in conformance with the requirements of the RFP.

2.7. **PERIOD OF FIRM PROPOSAL**

Offers must be kept firm for acceptance for at least ninety (90) days after the date the RFP is opened. Proposals with acceptance periods of less than ninety (90) days may be considered non-responsive. The Contractor may specify a longer period than indicated here. If the Contractor indicates no time period for acceptance, the Proposal shall be considered firm for ninety (90) days and thereafter until written notice to the contrary is received.

2.8. **CONTRACTOR’S RESPONSIBILITY TO READ RFP**

The Contractor must thoroughly examine and shall be held to have thoroughly examined and read the entire RFP. Failure of Contractors to fully acquaint themselves with existing conditions or the amount of work involved shall not be a basis for requesting extra compensation after the award of a contract.

2.9. **ERRORS AND OMISSIONS**

The Contractor is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omissions to the detriment of the services. Should the Contractor suspect any error, omission, or discrepancy in the specifications or instructions, the Contractor shall immediately notify the University, in writing, and the University shall issue written instructions to be followed. The Contractor is responsible for the contents of its Proposal and for satisfying the requirements set forth in the RFP.

2.10. **ALTERATION/MODIFICATION OF ORIGINAL DOCUMENTS**

The Contractor certifies that no alterations or modifications may be made to the original content of this RFP or other procurement documents (either text or graphics and whether transmitted electronically or via hard copy). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered response. Contractor understands that failure to comply with this requirement may result in the response being disqualified and, if determined to be a deliberate attempt to misrepresent the response, may be considered as sufficient basis to suspend or debar the violating party from consideration for future contract awards.

2.11. **RFP INTERPRETATION**

Interpretation of the wording of this document shall be the responsibility of the University and that interpretation shall be final.

2.12. **CONFIDENTIALITY**

From the date of issuance of the RFP until the opening date, the Contractor shall not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University. The Contractor is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret can only be protected to the extent permitted by Illinois statutes.

2.13. **USE OF SUBCONTRACTORS**

If the Contractor intends to use Subcontractors to perform any portion of the work described in this RFP, the Proposal must clearly state so. The Contractor’s response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors, and the expected amount of payment each will receive under the Contract.
2.14. **CONTRACTOR’S RESPONSIBILITY FOR SERVICES PROPOSED**

It is understood and the Contractor hereby agrees that it shall be solely responsible for all services it proposes notwithstanding the details present in the RFP.

2.15. **ILLINOIS DEPARTMENT OF HUMAN RIGHTS NUMBER**

Contractor must register for an eligible bidder number through the Illinois Department of Human Rights (DHR) by filing an Employer Report Form (PC-1) with the DHR Public Contracts unit. All Proposals require this number or a statement by the Contractor that a PC-1 Employer Report Form has been submitted to the DHR prior to the RFP due date for the Contractor to be eligible to propose an offer for this contract. The Employer Report form is available at [http://www.state.il.us/dhr/Programs/DHR_PBTC.htm](http://www.state.il.us/dhr/Programs/DHR_PBTC.htm).

Include the DHR number in Appendix IV, Taxpayer Identification and Certifications, Preferences and Signature.

Note: DHR numbers are valid for five years from the date of issuance. If a Contractor’s DHR number was issued in excess of the five years, the Contractor is required to renew its number with the DHR Public Contracts unit.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the DHR, the Contractor shall be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

For more information, contact the DHR, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following Web Sites: [http://www.state.il.us/dhr/Programs/DHR_PBTC.htm](http://www.state.il.us/dhr/Programs/DHR_PBTC.htm).

2.16. **TAXPAYER IDENTIFICATION NUMBER**

The Contractor is required to provide its Taxpayer Identification Number (TIN) if awarded a contract. The following instructions pertain to the TIN:

- For individuals and sole proprietors, this is the individual’s Social Security Number. For other entities, it is the Employer Identification Number. Federal Employer Identification Numbers (FEINs) must not be used for sole proprietors.
- If the Contractor does not have a TIN, apply for one immediately. Individuals must complete Form SS-5, Application for a Social Security Number, which can be obtained from a local office of the Social Security Administration. All other entities must complete Form SS-4, Application for Employer Identification Number, which can be obtained from a local office of the Internal Revenue Service.

2.17. **ILLINOIS INFORMATION TECHNOLOGY ACCESSIBILITY ACT**

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment developed or provided under this Contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at [http://www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
2.18. **ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATION**  
*State Board of Elections Certification Required by Public Act 95-971*

Any Contractor who wishes to submit a Proposal in response to this RFP must make the certification in Appendix V. If Contractors do not make the certification in Appendix V (and attach a copy of the electronic certificate of registration from the State Board of Elections, if required), their Proposal cannot, by law, be accepted by the University.

Note: Contractors who registered with the State Board of Elections by mail or e-mail prior to August 1, 2009, must re-register online at [https://BEREP.elections.il.gov](https://BEREP.elections.il.gov).

2.19. **STATE OF ILLINOIS BUSINESS REGISTRATION**  
Contractors are required to register with the State of Illinois, including the Illinois Secretary of State and Illinois Department of Revenue, to comply with various required reporting obligations. It is critical that Contractors complete this registration prior to submitting their proposal. Information regarding registration and associated fees may be found at [http://business.illinois.gov/default.cfm](http://business.illinois.gov/default.cfm).

3. **PROPOSAL EVALUATION PROCEDURE AND CRITERIA**

3.1. **ACCEPTANCE OF PROPOSALS**  
The University reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to the University.

3.2. **CONTRACTOR QUALIFICATIONS**  
The Contractor must demonstrate that it has the management and operational experience, financial resources, and personnel necessary to successfully perform the services specified in this RFP. A Contractor must be financially solvent.

3.3. **CONTRACTOR PRESENTATIONS**  
The University reserves the right, but is not obligated, to request and require that each Contractor provide a formal presentation of its Proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation shall not exceed two (2) hours. No Contractor shall be entitled to be present during or otherwise receive any information regarding any presentation of any other Contractor.

3.4. **RIGHT TO INSPECT**  
The University reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Contractor and any proposed Subcontractors and to reject any Proposal irrespective of price if it shall be administratively determined that the Contractor is deficient in any of the essentials necessary to assure acceptable standards of performance. The University reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFP.

3.5. **PAYMENT TERMS**  
Payment terms of less than thirty (30) days shall not be considered in making the Contract award. However, any applicable discount offer shall be taken if payment is processed within the stated time.
3.6. **EVALUATION OF PROPOSALS**

All Proposals shall be evaluated by an evaluation team. Based on this evaluation the University shall determine the award of the Contract.

The University shall award the Contract to the responsible Contractor whose Proposal is determined to be the most advantageous to the University, taking into consideration price and the evaluation factors set forth in this RFP.

The following evaluation factors, grouped by relative order of importance, shall be used in determining the best-qualified offers:

- **Contractor Services Company Form:**
  - Proposed personnel (Tradespersons & Support Staff);
  - Financial Adequacy;
  - Company insurance ratings;
  - Background Information;
  - Company Licensing;

- **Division of Work Qualifications Form:**
  - Proposed qualified personnel per division of work;
  - Prior work experience in stated division of work;
  - Emergency hours;
  - Qualifications and abilities of personnel proposed to be assigned to perform the services (Licensing & Certifications);
  - Available Equipment;

- **Pricing**

- Overall quality and completeness of response.

4. **AWARD OF CONTRACT**

The University shall award the Contract to the Contractors who have, in the opinion of the University, best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose Proposal is deemed to be in the best interest of the University.

The contents of the Proposal of the successful Contractor may become contractual obligations if a purchase order or contract is accepted and signed by both parties. Failure of the successful Contractor to accept these obligations in a purchase order and/or contract may result in cancellation of this award, and such Contractor may be removed from future solicitations. Under these conditions, the University reserves the right to award this RFP to the next ranking Contractor. If the Contractor has a separate contract form which must be executed by the University, a copy of such Contractor's contract must be submitted with its Proposal. The University shall demonstrate "good faith" in reaching a mutually acceptable contractual agreement, notwithstanding that there are certain conditions that are unacceptable to the University.

Following is a non-exclusive list:

- Governing law other than the State of Illinois.
- Clauses requiring the University to indemnify and hold harmless the successful Contractor.
• Clauses that unduly restrict or place unacceptable claims of ownership on data which are the subject of the agreement/contract.
• Clauses relating to requiring the University to enter into reimbursement arrangements relative to attorney's fees.

5. **BEST AND FINAL OFFER**
   The University reserves the right to request a best and final offer from the finalist Contractor(s) if it deems such an approach necessary. In general, the best and final offer would consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

   If the University chooses to invoke this option, Proposals would be re-evaluated by incorporating the information requested in the best and final offer document, including costs, and answers to specific questions presented in the document. The specific format for the best and final offer would be determined during evaluation discussions. Turnaround time for responding to a best and final offer request is usually brief (e.g., not to exceed five (5) business days).

6. **TERMINATION BASED ON FUNDING**
   Since the Contract resulting from this RFP may be funded from both State of Illinois and federal appropriated funds, the Contractor understands that this Contract is subject to termination and cancellation without any penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or U.S. government fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Contractor shall be paid for services performed under this Contract up to the effective date of termination; and notice of such termination shall be submitted to the Contractor in writing not less than thirty (30) days prior to the effective date.

7. **TERMINATION FOR CAUSE**
   The University may cancel the Contract for breach, as determined by the University, for items such as, but not limited to, refusal or failure to: perform under this contract in a timely manner; self-perform a majority (51%) of awarded project work; supply enough properly skilled supervisory personnel, labor or proper equipment or materials; make prompt payment to its Subcontractors, suppliers, employees, or consultants; comply with applicable laws, including the requirement to pay prevailing wages; meet insurance requirements; meet required performance or progress standards as described herein, or if the quality or the level of service provided is not satisfactory to the University. This cause for breach may include any cessation or diminution of service which, in the opinion of the University, is not in its best interest or any failure to comply with the terms of the Contract.

   The University shall notify the Contractor in writing of any Contract breach. The Contractor shall remedy the breach within seven (7) calendar days. If the breach is not remedied in seven (7) calendar days, the University may cancel the Contract by giving twenty-one (21) days’ notice in writing of its intention to cancel the Contract.

   Should the University breach any terms or provisions of the Contract, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding compliance with the Contract. Unless within seven (7) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Contractor may cancel the Contract by giving twenty-one (21) days’ notice in writing of its intention to cancel the Contract.

   In the event of cancellation for breach, the Contractor shall be paid only for work satisfactorily performed up to the date of cancellation.
In the event of early termination or cancellation for any cause, no payment for services performed shall be made until and unless any necessary reports and/or deliverables then due have been provided.

8. **Termination For Convenience**
   If, for whatever reason, the University determines that cancellation of the Contract would be in its best interest, the University retains the right to cancel the Contract, without penalty, by serving thirty (30) days’ written notice upon the Contractor.

9. **Project-Specific Suspension of Work**
   **Suspension of Work:** The University may for any reason suspend, in whole or in part, performance of the Work and Contractor’s performance under this Contract for a period of up to fourteen (14) days at no additional cost to the University. During such period, the University may exercise its right to terminate the Work for convenience or execute the balance of the Work. University’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.

   **Ceasing Performance Upon Suspension:** From and upon the effective date of any suspension ordered by the University, Contractor shall not incur, nor permit any Subcontractor to incur, any further expenses or obligations in connection with the suspended portion of the Work. From and upon the effective date of any suspension ordered by the University, 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.

   **Resumption of Work After Suspension:** If the University lifts the suspension, University shall do so in writing signed by University’s representative, and Contractor shall promptly resume performance of the Work and cause the Subcontractors to resume performance of the Work.

   **Extension of Time Due to Suspension:** In the event the Work is suspended as provided herein, Contractor shall be entitled to an equitable time extension as determined by the University’s representative.

10. **Post-Performance Review**
   A post performance review shall be conducted to evaluate the services provided.
APPENDIX I.  TECHNICAL REQUIREMENTS
This Appendix I and Contractor’s response to it shall be incorporated into the final Contract.

1. **SCOPE OF SERVICES**
   
   **1.1 Mandatory Requirements:**
   The following is a list of mandatory requirements that all Contractors must agree to in order to be awarded a contract under the University’s Contractor Services program. Failure to agree to one of the mandatory requirements listed below shall result in the finding of your proposal to be “non-responsive” and evaluation of your proposal shall cease at this point.

<table>
<thead>
<tr>
<th>Mandatory Requirements</th>
<th>Is your firm able to meet this requirement? (Y/N)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1A The Contractor shall agree to abide by the “Contractor Services Program Specifications” (Program) in Appendix V of this RFP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1B The Contractor shall meet with the University’s Facilities and Services Division (F&amp;S) representative or F&amp;S designated campus representative to ascertain the scope for each project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1C The Contractor shall work closely with the F&amp;S representative and technicians to ensure the projects are completed in a timely manner and provide the quality of work required by the “University of Illinois at Urbana-Champaign Facilities Standards” which can be viewed at: <a href="http://www.fs/illinois.edu/facilitiesstandards/">http://www.fs/illinois.edu/facilitiesstandards/</a></td>
<td></td>
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</tr>
<tr>
<td>1.1D If proposing multiple divisions of work, each Contractor shall prove that it is “self-performing” that particular division of work. Contractor is considered to be “self-performing” when it completes at least 51% of an awarded project with its own employees. The University may, at its discretion, conduct in-depth personal interviews, obtain additional references, request background material, including financial statements, and staffing information for each division of work proposed by the Contractor.</td>
<td></td>
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</tr>
<tr>
<td>1.1E Contractor shall not be a construction broker. The University will not accept construction brokers into this Program.</td>
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</tr>
<tr>
<td>Mandatory Requirements</td>
<td>Is your firm able to meet this requirement? (Y/N)</td>
<td>Comments</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>1.1F Contractor agrees to provide a separate response to this Proposal if work to be provided under this RFP is being completed by multiple companies with different FEIN numbers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1G At a minimum, the Contractor shall retain complete records of the work performed under this Contract for three (3) years after payment by the University hereunder and shall make them available for inspection and audit by authorized representatives of the University. At a minimum, these records shall include: certified payrolls; invoices for materials and parts; material and part purchase documentation; as-built drawings; blueprints; design documents; sub-contracts entered into; and any other documentation required elsewhere in this RFP.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1H Contractor agrees to and understands that no work shall be performed under this Contract without a permit fully executed by the authorized University representative from F&amp;S for each project.</td>
<td></td>
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</tr>
<tr>
<td>1.1I Contractor agrees to and understands that a Project Labor Agreement (PLA) may be required for specific projects under this Program. In the event a PLA is required to be completed and Contractor is not able to enter into the PLA, Contractor acknowledges it may not be awarded the specific project. Contractor may qualify for an award under this RFP if it is unable to execute a PLA; however, the Contractor may not be eligible to provide work for projects that require a PLA. The University has attached its PLA with the East Central Illinois Building and Construction Trades Council in Appendix VI of this RFP.</td>
<td></td>
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</tr>
<tr>
<td>1.1J Contractor agrees to and understands that no payments shall be issued for work prior to completion of each project unless prior approval is given by authorized University representative from F&amp;S.</td>
<td></td>
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<tr>
<td>1.1K The University requires Builders Risk Insurance in the amount of the quoted project prior to each issuance of a permit to conduct work.</td>
<td></td>
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<tr>
<td></td>
<td>Mandatory Requirements</td>
<td>Is your firm able to meet this requirement?</td>
</tr>
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<td>-------------------------------------------</td>
</tr>
<tr>
<td>1.1L</td>
<td>Contractor agrees to and understands that any quoted project under this award that meets or exceeds $50,000 requires a performance and payment bond with a rating of B+; VI prior to issuance of a permit. Any Contractor that cannot qualify for bonding at the appropriate rating will not be allowed to provide services over $50,000.00, but will be allowed to perform services under $50,000.00.</td>
<td>(Y/N)</td>
</tr>
<tr>
<td>1.1M</td>
<td>For each project, the Contractor shall be required to notify the University of the specific point of contact for that job and a direct phone number in case issues arise.</td>
<td></td>
</tr>
<tr>
<td>1.1N</td>
<td>Contractor agrees to abide by the University’s Labor and Indemnity requirements provided in Appendix III of this RFP.</td>
<td></td>
</tr>
<tr>
<td>1.1O</td>
<td>Contractor shall agree to warranty all work (including, but not limited to, labor, parts, and materials) provided under an awarded Contract for a period of one (1) year.</td>
<td></td>
</tr>
</tbody>
</table>
1.2 Divisions of Work:

Services provided under the Contractor Services Program shall be provided by specific divisions of work. A single firm may qualify in the program for multiple divisions of work. The division of work breakdown is as follows:

<table>
<thead>
<tr>
<th>Division 1</th>
<th>General Work*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division 2</td>
<td>Plumbing</td>
</tr>
<tr>
<td>Division 3</td>
<td>Heating/Piping/Refrigeration/Temp Control</td>
</tr>
<tr>
<td>Division 4</td>
<td>Ventilation &amp; Air Distribution</td>
</tr>
<tr>
<td>Division 5</td>
<td>Electrical</td>
</tr>
<tr>
<td>Division 6</td>
<td>Fire Suppression (sprinklers, Halon, etc…)</td>
</tr>
<tr>
<td>Division 7</td>
<td>Temperature Control</td>
</tr>
<tr>
<td>Division 8</td>
<td>HVAC Test/Balance</td>
</tr>
<tr>
<td>Division 9</td>
<td>Elevator</td>
</tr>
<tr>
<td>Division 12</td>
<td>Carpentry</td>
</tr>
<tr>
<td>Division 14</td>
<td>Ceiling</td>
</tr>
<tr>
<td>Division 15</td>
<td>Concrete</td>
</tr>
<tr>
<td>Division 16</td>
<td>Demolition</td>
</tr>
<tr>
<td>Division 17</td>
<td>Drywall</td>
</tr>
<tr>
<td>Division 18</td>
<td>Excavation</td>
</tr>
</tbody>
</table>

| Division 19 | Fire Protection (alarm, detection, etc…) |
| Division 20 | Finish Flooring |
| Division 22 | Landscaping |
| Division 23 | Masonry |
| Division 24 | Miscellaneous Metals |
| Division 25 | Painting |
| Division 26 | Roofing |
| Division 27 | Site Work |
| Division 28 | Structural Steel |
| Division 34 | Site Utilities |
| Division 35 | Windows/Entrances |
| Division 45 | Environmental/Asbestos Abatement |
| Division 50 | Trucking & Hauling |
| Division 55 | Pole Barns & Farm Structures |

*Any Contractor that submits a “Division of Work Qualification Form” for Division 1- General Work, shall also submit a “Division of Work Qualification Form” for at least one (1) additional division of work. Any Contractor awarded General Work as a division of work category shall continue to be self-performing the work awarded under the division. The University shall not allow a firm to qualify only for Division 1 work under this Program.

1.3 Term of Contract:

The University intends to award contracts under this RFP for a twenty-four (24)-month period beginning on July 1, 2012, and ending June 30, 2014. Awarded contracts shall also have one (1) two (2)-year renewal option. The terms that awarded contracts will cover are as follows:

**Initial Term:** July 1, 2012 through June 30, 2014 (24 months)

**Renewal Option 1:** July 1, 2014 through June 30, 2016 (24 months)

Renewal options shall be exercised under the same terms and conditions based on satisfactory performance, continuing need and availability of funds.
2. **REPORTS AND OTHER DELIVERABLES**

<table>
<thead>
<tr>
<th>Mandatory Requirement</th>
<th>Is your firm able to meet this requirement? (Y/N)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1A In order to be accepted into the program, the Contractor shall be required to maintain a certified payroll, and make those documents available to the University upon request.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1B Awarded Contractors shall be required to complete Financial Disclosures and Conflict of Interest Form annually. This form is required with the response to this RFP, is included in Appendix III of this RFP, and may be subject to change throughout the term of the Contract.</td>
<td></td>
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</tr>
<tr>
<td>2.1C Contractor shall agree to provide the reports and deliverables required in the Contractor Services Program Specifications provided in Appendix V of this RFP.</td>
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</tbody>
</table>

3. **CONTRACTOR’S QUALIFICATIONS AND OTHER REQUIRED INFORMATION**

In order to be evaluated for a contract award, the Contractor shall complete section 3.1 entitled “Contractor Services Company Qualification Form.” Furthermore, for each individual division of work for which Contractor would like to qualify, the Contractor shall complete section 3.2 entitled “Division of Work Qualification Form.” In other words, an individual “Division of Work Qualification Form” must be completed for each division of work Contractor provides.
3.1 CONTRACTOR SERVICES COMPANY QUALIFICATIONS FORM

Each proposal must contain one (1) completed “Contractor Services Company Qualification Form”
Contractor may attach additional pages if necessary
CONTRACTOR SERVICES COMPANY QUALIFICATION FORM

All proposals shall contain **ONE** completed Contractor Services Company Qualification Form. Failure to submit a Contractor Services Company Qualification Form shall result in a “non-responsive” finding for Contractor’s Proposal and non-award of a contract.

**GENERAL INFORMATION:**

<table>
<thead>
<tr>
<th>Firm Name:</th>
<th>Contact Name:</th>
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</thead>
<tbody>
<tr>
<td>Doing Business as Name:</td>
<td>Contact Phone #:</td>
</tr>
<tr>
<td>Main Address:</td>
<td>Contact E-mail:</td>
</tr>
<tr>
<td>Additional Address:</td>
<td>Number of Years in Business:</td>
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</tbody>
</table>

<table>
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<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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<th>Saturday</th>
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</thead>
</table>

**STANDARD HOURS OF OPERATION:**

Indicate the hours of standard operation for each day of the week. If not open on a specific weekday indicate “closed”.

<table>
<thead>
<tr>
<th>Trade Name</th>
<th>Trade Type</th>
<th>Indicate Journeyman or Foreman</th>
<th>Number of Full-Time Tradespersons</th>
<th>Number of Part-Time or Seasonal Tradespersons</th>
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**TOTAL TRADESPERSONS:**

Indicate the number of “tradespersons” currently employed by your firm (trade name and type should correlate to the trade names/types listed in pricing section of the RFP, Appendix II): Use additional pages if necessary.
SUPPORT EMPLOYEES:

Indicate the number of full-time, part-time and seasonal “support” employees. Types of employees may be: secretarial, management, administrative assistant, planner, etc…:

<table>
<thead>
<tr>
<th>Type</th>
<th>Number of Full-Time Support Employees</th>
<th>Number of Part-Time Support Employees</th>
<th>Number of Seasonal Support Employees</th>
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</tbody>
</table>

BACKGROUND:

Provide the following background information for your firm in the tables listed below:

**CURRENT FINANCIAL INSTITUTION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contact’s Name:</td>
<td></td>
</tr>
<tr>
<td>Contact’s Telephone #:</td>
<td></td>
</tr>
<tr>
<td>Contact’s Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Type of Services Provided and Duration of Relationship:</td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT OR PARTS SUPPLIER**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Contact’s Name:</td>
<td></td>
</tr>
<tr>
<td>Contact’s Telephone #:</td>
<td></td>
</tr>
<tr>
<td>Contact’s Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Type of Equipment/Parts Provided and Duration of Relationship:</td>
<td></td>
</tr>
</tbody>
</table>

**FINANCIAL ADEQUACY:**

The company’s most recent Annual Report and its financial statements for the past three (3) fiscal years, including Balance Sheets and Statements of Revenue and Expenses, or other documentation that demonstrates financial solvency.
**BOND RATING:**
Any projects for work under this program that meet or exceed $50,000.00 will require a Combined Payment and Performance Bond. The University reserves the right to require a Combined Payment and Performance Bond for any project under this amount as well. In the event that the University requires a Combined Payment and Performance Bond, the bond will be provided by a satisfactory and responsible surety company authorized to do business in the State of Illinois, and which bond shall be in satisfactory form to the University and written by a surety company having a rating of B+:VI in the latest issue of Best's Key Rating Guide.

List the additional cost of Combined Payment and Performance Bond that the University may require ___________% of total bid at $50,000.00.

The University reserves the right to consider the Combined Payment and Performance Bond as part of the overall RFP analysis. Failure to offer a bond may result in your bid being declared non-responsive.

Please provide your bond policyholder rating: ______________

Please provide your bond financial rating: ______________

**INSURANCE RATING:**
The insurance companies providing coverage must have a policyholder’s rating not lower than B+ and a financial rating not lower than VI in the current edition of Best’s Key Rating Guide. In addition, such policy must provide for thirty (30) days advance written notice to the University of any modification or change that includes a reduction in terms or conditions, or cancellation of any of the insurance coverage. Contractor must agree to maintain such insurance for the duration of the work. The policy will, at a minimum, comply with the requirements of this section. Please provide a copy of your current insurance certificate with your response.

Please provide your policyholder rating: ______________

Please provide your financial rating: ______________

**LICENSING (COMPANY SPECIFIC):**
Provide licensing information for any licenses held in the name of the company:

<table>
<thead>
<tr>
<th>Name on License</th>
<th>Type of License</th>
<th>License Number</th>
<th>Date of Expiration</th>
<th>Years License has been continuously held</th>
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</tbody>
</table>
Section 3.2  
Division of Work Qualification Form

Each proposal must contain one (1) completed “Division of Work Qualification Form” for EACH division of work your firm seeks to qualify for in the Contractor Services Program.

Please make additional copies of this form for each division of work you firm seeks qualification for in this program.

Contractor may attach additional pages if necessary
DIVISION OF WORK QUALIFICATION FORM

All proposals must contain a completed Division of Work Qualification Form for EACH division of work your firm proposes. Failure to submit a division of work qualification form for a specific division of work shall result in a “non-responsive” finding for the division of work for which the form was not completed.

**GENERAL: DIVISION OF WORK (LIST ONLY ONE DIVISION PER FORM):**

<table>
<thead>
<tr>
<th>Division of Work</th>
<th>Contact Information for this Division of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Name:</td>
<td>Contact Name:</td>
</tr>
<tr>
<td>Doing Business as Name:</td>
<td>Contact Phone #:</td>
</tr>
<tr>
<td>Emergency Contact Phone #:</td>
<td>Contact E-mail:</td>
</tr>
</tbody>
</table>

**EXTENDED/EMERGENCY HOURS OF OPERATION:**

Indicate the hours of extended/emergency operation for each day of the week your firm is able to provide services for this division of work beyond your firm’s “Standard Operation” hours. If not available for extended/emergency operation, indicate “Not Applicable” or “NA”.

<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
</table>

**EMPLOYEES:**

TRADE NAME: ___________________ TRADE TYPE: ___________________

Indicate the number of “tradespersons” currently employed by your firm (trade name and type should correlate to the trade names/types listed in pricing section of the RFP, Appendix II):

<table>
<thead>
<tr>
<th>Indicate Journeyman or Foreman</th>
<th>Number of Full-Time Tradespersons</th>
<th>Number of Part-Time Tradespersons</th>
<th>Number of Seasonal Tradespersons</th>
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</table>
IF ADDITIONAL TRADES ARE REQUIRED FOR THIS DIVISION OF WORK, PLEASE SUPPLY THE INFORMATION HERE:

TRADE NAME: _____________________ TRADE TYPE: __________________________

Indicate the number of “tradespersons” currently employed by your firm (trade name and type should correlate to the trade names/types listed in pricing section of the RFP, Appendix II):

<table>
<thead>
<tr>
<th>Indicate Journeyman or Foreman</th>
<th>Number of Full-Time Tradespersons</th>
<th>Number of Part-Time Tradespersons</th>
<th>Number of Seasonal Tradespersons</th>
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</table>

TRADE NAME: _____________________ TRADE TYPE: __________________________

Indicate the number of “tradespersons” currently employed by your firm (trade name and type should correlate to the trade names/types listed in pricing section of the RFP, Appendix II):

<table>
<thead>
<tr>
<th>Indicate Journeyman or Foreman</th>
<th>Number of Full-Time Tradespersons</th>
<th>Number of Part-Time Tradespersons</th>
<th>Number of Seasonal Tradespersons</th>
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Appendix I.12
PRIOR WORK EXPERIENCE:

Provide information in the following tables related to the three (3) most recent projects your firm has completed which would fall under this division of work. N/A is required if no experience exists.

NOTE: The Contractor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

<table>
<thead>
<tr>
<th>PROJECT 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Description:</td>
</tr>
<tr>
<td>Company/Individual Providing Work For:</td>
</tr>
<tr>
<td>Company/Individual’s Telephone #:</td>
</tr>
<tr>
<td>Project Dates:</td>
</tr>
<tr>
<td>Approximate $ Value of Job:</td>
</tr>
<tr>
<td>Percentage of Work Completed Using Your Firm’s Employees:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Description:</td>
</tr>
<tr>
<td>Company/Individual Providing Work For:</td>
</tr>
<tr>
<td>Company/Individual’s Telephone #:</td>
</tr>
<tr>
<td>Project Dates:</td>
</tr>
<tr>
<td>Approximate $ Value of Job:</td>
</tr>
<tr>
<td>Percentage of Work Completed Using Your Firm’s Employees:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PROJECT 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Description:</td>
</tr>
<tr>
<td>Company/Individual Providing Work For:</td>
</tr>
<tr>
<td>Company/Individual’s Telephone #:</td>
</tr>
<tr>
<td>Project Dates:</td>
</tr>
<tr>
<td>Approximate $ Value of Job:</td>
</tr>
<tr>
<td>Percentage of Work Completed Using Your Firm’s Employees:</td>
</tr>
</tbody>
</table>
**LICENSING OR CERTIFICATIONS:**
**EMPLOYEE SPECIFIC**
Provide information for any licenses or certifications held by employees for the trades necessary to conduct work in this division of work:

<table>
<thead>
<tr>
<th>Type of License or Certification</th>
<th># of Full-Time Employees Licensed or Certified</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

In order for the University to obtain a “snapshot” of the licensed employees, complete the following table demonstrating licenses for trades necessary to conduct work for this division of work. The University does not want to burden potential Contractors and require information for all licensed employees; however, in order to verify that your firm can perform this division of work verification of licensed employees may be necessary (depending on the division of work).

<table>
<thead>
<tr>
<th>Employee’s Name</th>
<th>Type of License</th>
<th>License Number</th>
<th>Date of Expiration</th>
<th>Years Employee has Been with the firm</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**EQUIPMENT:**
List a snapshot of pieces of equipment (if applicable) that your firm owns/leases to provide services in this division of work:

<table>
<thead>
<tr>
<th>Description</th>
<th>Model # (if applicable)</th>
<th>Year Purchased/Leased (if known)</th>
<th>Leased or Owned?</th>
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</table>
4. **OUT-OF-STATE PREFERENCES**

If the Contractor is out of state (not having an establishment for transacting business within the State of Illinois) and if the Contractor’s state for transacting business has a preference law favoring in-state Contractors, indicate the percentage of this preference.

5. **BUSINESS ENTERPRISE PROGRAM (BEP)**

If the Contractor’s firm is not owned by a minority, a female or disabled person, include a plan to order supplies or subcontract for services with such firms. The plan should indicate the estimated value as a percentage of the total Pricing Proposal, Appendix II. The plan should also indicate the names of the minority, female and disabled businesses that will be used, the type of certification they have, and the agency certifying their status.

The Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/et seq) requires all state agencies and state universities to annually submit a compliance plan and report their performance in meeting statutory and target goals for utilization of businesses owned by minorities, females and persons with disabilities. The statutory goal is 12% of the total dollar amount of State contracts updated to a target goal of 19%. The University strives to meet the provisions and goals in this Act by seeking to capture its entire award of state contracts to businesses owned by minorities, females and persons with disabilities who are certified as such with the Illinois Department of Central Management Services Business Enterprise Program (BEP).

The University encourages the use of BEP sub consultants/subcontractors in performing any phase of the Contractor Services Program in order to meet these statutory and target goals. Fred Coleman, III of the University Office of Capital Programs and Real Estate Services should be contacted at (217) 244-1001 for more information concerning the University BEP goals and methods to achieve or exceed them.

Please indicate what if any BEP supplier or sub-contractor you currently utilize to help the University of Illinois realize their BEP goal:

BEP Supplier: ______________% used

BEP Sub-Contractor: ______________% used

**BUSINESS ENTERPRISE PROGRAM (BEP)**

Is your company a registered Business Enterprise for Minorities, Females, and Persons with Disabilities (30 ILCS 575/et seq)? If yes, please provide the certification number, date of issue and date of expiration below. Please mark N/A if this does not apply to your company.

Certification Number: ____________________________________________

Date of Issue: __________________________ Date of Expiration: __________________________
6. **SUBCONTRACTORS**

6.1 **Contractor to Subcontract.**

The successful Contractor may enter into Subcontracts with Subcontractors for the performance of those portions of the work order not performed directly by the Contractor. The subcontracted amount for any individual work order shall not exceed 49% of the value of the labor on the work order. The Contractor shall, within five (5) days after notification of the work request, notify the University in writing of the names of Subcontractor(s) and amount proposed for the Work. The Contractor may be required to provide the University’s Representative with such written information as the University deems necessary in order to determine whether to object to the hiring of any Subcontractor, including proof of license. If no objection is interposed by the University within seven (7) days of its receipt of such information, the University shall be deemed to have no such objection and the Vendor may execute such Subcontract and shall furnish the University a copy of same. The Vendor shall not subcontract with any Subcontractor (including affiliates and subsidiaries of Contractor) who is not properly licensed or against whom the University has a reasonable objection. The Vendor shall bind every Subcontractor by all of the provisions of the work order and this RFP, which are applicable to such Subcontractor’s Work.

6.2 **Coordination of the Subcontracts.**

The University shall not assume any responsibility for defining the limits on any Subcontracts on account of the work order. The Contractor is expected to ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, the Contractor and Subcontractors without omission, conflict, or duplication.

6.3 **Contractor Responsible for Acts of Subcontractors.**

The Contractor’s subcontracting of the Work, and the University’s consent and approval of subcontracting with any Subcontractor, shall not relieve the Contractor from any liability or obligation under the Agreement, Documents, Work Order, or under any Applicable Laws. The Contractor shall be responsible for any and all acts, defaults, omissions or negligence of its Subcontractors, and shall be and remain liable and obligated to the University for all Work subcontracted. No relationship of agency, employment, contract, obligation or otherwise shall be created between the University and any Subcontractor of the Contractor, and a provision to this effect shall be inserted into all Subcontracts and other agreements between the Contractor and its Subcontractors. In no event shall the University be liable to any of the Subcontractors for Work performed by such Subcontractor on behalf of the Contractor or for the Project.

7. **ORDERS OF MATERIALS AND EQUIPMENT**

The Contractor shall be expected to schedule, coordinate, expedite, and effect the purchase and delivery to the project site of materials and equipment required to be provided by the Contractor pursuant to the work order. The Contractor shall be expected to perform expediting and inspection services after the placement of all such orders.
8. **SIGNATURE**

By signing this Proposal, the Contractor signifies agreement with and acceptance of all the terms, conditions and specifications, certifications and disclosures shown in this proposal. Any exceptions to terms, conditions and specifications must be clearly identified in the Technical Proposal referencing the pertinent section from this RFP. The person signing represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

- **Company name:**
  __________________________________________________________

- **Address:**
  __________________________________________________________
  __________________________________________________________

- **Telephone number:**
  __________________________________________________________

- **E-Mail Address:**
  __________________________________________________________

- **Signature:**
  __________________________________________________________
  **Typed or printed name of individual signing Proposal**
  __________________________________________________________

- **Date:**
  __________________________________________________________
APPENDIX II. PRICING PROPOSAL
This Appendix II and Contractor’s response to it shall be incorporated into the final Contract.

Do not attach this Pricing Proposal to your technical proposal, it should be sealed it in a separate envelope marked “Pricing Proposal.”

1. METHOD AND RATE OF PAYMENT

1.1 Hourly Labor Rates:
In the tables below indicate the rate that your firm will charge the University for supplying foremen and journeymen tradespersons for each category you intend to provide. The rate should be inclusive of all cost, overhead and profit. The rate should cover prevailing wage requirements established by the Illinois Department of Labor as outlined for Champaign County on their web page at:
http://www.state.il.us/agency/idol/rates/ODDMO/CHAMPAIG.htm

The University is requesting rates for a twenty-four (24) month period. Upon the start of the period from July 1, 2013 to June 30, 2014, the University shall calculate any prevailing wage increase/decrease per division of work, as stated on the Champaign County prevailing wage site, and add that increase or deduct that decrease, if applicable, to this portion of the contract. The Contractor shall be notified by letter of the amount of the increase and the new rate to be used by the University.

1.1.1 Hourly rates for Foremen
Contractors should list the hourly rates for foremen under the applicable trade name they are proposing. When completing this table, Contractors should be aware of the following:

- **Trade Name** is as defined by the Illinois Department of Labor.
- **Type/Class** is the type/class of the trade as defined by the Illinois Department of Labor.
- **Base Rate** is considered the base rate for hours worked Monday through Friday for equal to or less than an eight (8) hour shift.
- **Mon.-Fri. > 8 Overtime Rate** is the hourly rate for hours worked Monday through Friday after the tradesperson works over eight (8) hours.
- **OSA Rate** is the hourly rate for every hour worked on a Saturday
- **OSH Rate** is the hourly rate for every hour worked on a Sunday or Holiday (see section 1.2 for additional information on holidays)

Determination of the hourly rate to be paid for specific scenarios shall be made in accordance with the Illinois Department of Labor’s prevailing wage requirements.

<table>
<thead>
<tr>
<th>Trade Name</th>
<th>Type/Class</th>
<th>Foreman base rate (per hour)</th>
<th>Foreman Mon.-Fri. &gt; 8 overtime rate (per hour)</th>
<th>Foreman OSA rate (per hour)</th>
<th>Foreman OSH rate (per hour)</th>
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<td>Brick Mason</td>
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<td>Carpenter</td>
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<td>Trade Name</td>
<td>Type/Class</td>
<td>Foreman base rate (per hour)</td>
<td>Foreman Mon.-Fri. &gt; 8 overtime rate (per hour)</td>
<td>Foreman OSA rate (per hour)</td>
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</table>

Appendix II.2
### Trade Name and Rates

<table>
<thead>
<tr>
<th>Trade Name</th>
<th>Type/Class</th>
<th>Foreman base rate (per hour)</th>
<th>Foreman Mon.-Fri. &gt; 8 overtime rate (per hour)</th>
<th>Foreman OSA rate (per hour)</th>
<th>Foreman OSH rate (per hour)</th>
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</thead>
<tbody>
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<td>Other:</td>
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</tbody>
</table>

1.1.2 Hourly rates for Journeymen

Contractors should list the hourly rates for journeymen under the applicable trade name they are proposing. When completing this table, Contractors should be aware of the following:

- **Trade Name** is as defined by the Illinois Department of Labor.
- **Type/Class** is the type/class of the trade as defined by the Illinois Department of Labor.
- **Base Rate** is considered the base rate for hours worked Monday through Friday for equal to or less than an eight (8) hour shift.
- **Mon.-Fri. > 8 Overtime Rate** is the hourly rate for hours worked Monday through Friday after the tradesperson works over eight (8) hours.
- **OSA Rate** is the hourly rate for every hour worked on a Saturday.
- **OSH Rate** is the hourly rate for every hour worked on a Sunday or Holiday (see section 1.2 for additional information on holidays)

Determination of the hourly rate to be paid for specific scenarios shall be made in accordance with the Illinois Department of Labor’s prevailing wage requirements.
<table>
<thead>
<tr>
<th>Trade Name</th>
<th>Type/Class</th>
<th>Journeymen base rate (per hour)</th>
<th>Journeymen Mon.-Fri. &gt; 8 overtime rate (per hour)</th>
<th>Journeymen OSA rate (per hour)</th>
<th>Journeymen OSH rate (per hour)</th>
</tr>
</thead>
<tbody>
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<td>Electronic Sys Tech</td>
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<td>Elevator Constructor</td>
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<tr>
<td>Fence Erector</td>
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<td>Glazier</td>
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<tr>
<td>Ht/Frost Insulator</td>
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<tr>
<td>Plumber</td>
<td>Bld</td>
<td>$</td>
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<tr>
<td>Roofer</td>
<td>Bld</td>
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<tr>
<td>Sheetmetal Worker</td>
<td>Bld</td>
<td>$</td>
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<tr>
<td>Sprinkler Fitter</td>
<td>Bld</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Stone Mason</td>
<td>Bld</td>
<td>$</td>
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<tr>
<td>Terrazzo Finisher</td>
<td>Bld</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Terrazzo Mason</td>
<td>Bld</td>
<td>$</td>
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<tr>
<td>Tile Mason</td>
<td>Bld</td>
<td>$</td>
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<tr>
<td>Truck Driver</td>
<td>All/1</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Truck Driver</td>
<td>All/2</td>
<td>$</td>
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<td>$</td>
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<td>$</td>
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<td>$</td>
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<tr>
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<td>$</td>
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<tr>
<td>Truck Driver</td>
<td>O&amp;C/2</td>
<td>$</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>Truck Driver</td>
<td>O&amp;C/3</td>
<td>$</td>
<td>$</td>
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<td>$</td>
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<tr>
<td>Truck Driver</td>
<td>O&amp;C/4</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Trade Name</td>
<td>Type/Class</td>
<td>Journeymen base rate (per hour)</td>
<td>Journeymen Mon.-Fri. &gt; 8 overtime rate (per hour)</td>
<td>Journeymen OSA rate (per hour)</td>
<td>Journeymen OSH rate (per hour)</td>
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<tr>
<td>Truck Driver</td>
<td>O&amp;C/5</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Tuckpointer</td>
<td>Bld</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Other:</td>
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</tbody>
</table>

1.2 Holiday Rate Payments:

The University shall pay OSH rates for holidays pursuant to direction from the Illinois Department of Labor. Currently, the Illinois Department of Labor indicates the following holidays apply to the trades:

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

Contractors should list any holidays outside of the ones listed in the paragraph above which your trades will require holiday rate for. Contractors should also list any known instances where a specific trade does not follow the holiday schedule listed above. If no information is provided by the Contractor then the holiday rate shall only be paid in accordance with the paragraph provided above.

1.3 Parts/Materials Pricing:

Parts and materials provided under this contract shall be provided at cost to the University. The Successful Contractors may be required to submit invoices and receipts for parts/materials to substantiate the cost of parts/materials.
2. **RENEWAL OPTIONS**

The University reserves the sole right to renew this Contract for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University. The University also reserves the right to exercise any of the renewal options early or to exercise more than one option at a time.

If the University decides to exercise its right to renew the Contract, a revised price schedule shall be included with the renewal. The revised price schedule shall be based on the amounts stated in Appendix II.1, Method and Rate of Payment, adjusted for any increase or decrease as provided in Appendix II.6, Renewal Options.

If you fail to provide pricing information for the requested option periods specified, any Contract awarded to your firm shall be limited to the initial term and cannot include any renewal options.

2.1. **FIRST RENEWAL PERIOD**

The University desires an option to renew this Contract for two (2) years at the Proposal prices and stated conditions, contingent upon continuing need and, availability of funds.

Please indicate an option offer below.

- [ ] ________ Prices will remain firm for the option period
- [ ] ________ Prices will increase in accordance with the prevailing wage rate of Champaign County for the option period
- [ ] ________ Prices will increase up to _____% for the option period
- [ ] ________ Prices will decrease up to _____% for the option period
3. **Signature**

By signing this Proposal, the Contractor signifies agreement with and acceptance of all the terms, conditions and specifications shown in this RFP and signifies that this is an accurate estimate for providing the requested services, and agrees to hold the prices firm as required in the RFP. The Contractor signifies travel costs, if allowed in this RFP, are an accurate estimate. The person signing below represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

- **Company name:** ________________________________
- **Address:** ______________________________________
- **Telephone number:** ______________________________
- **E-Mail Address:** _________________________________
- **Signature:** _____________________________________
  - Typed or printed name of individual signing Proposal
- **Date:** _________________________________________
APPENDIX III. TAXPAYER IDENTIFICATION CERTIFICATION, REPRESENTATIONS, AND DISCLOSURES
Standard Qualifications, Certifications, Representations, and Disclosures (Exhibit A):

Contractor shall confirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosures attached as Exhibit A, which is hereby incorporated into this solicitation by reference.

Taxpayer Identification Certification

The Internal Revenue Service requires that the University request the following certification. See instructions below for completing the certification.

Under penalties of perjury, I certify that _________________________ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

_____ Individual _____ Real Estate Agent
_____ Sole Proprietorship _____ Governmental Entity
_____ Partnership _____ Tax Exempt Organization
_____ Corporation (IRC 501(a) only)
_____ Not-for-profit Corporation _____ Trust or Estate
_____ Medical and Health Care Services Provider Corporation

Signed          Date

Enter your Taxpayer Identification Number (TIN) in the appropriate space. For individuals and sole proprietors, this is your Social Security Number. For other entities, it is your employer identification number. Federal Employer Identification Numbers (FEIN’s) must not be used for sole proprietorships.

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for Social Security Number Card (for individuals) from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.

To complete the certification if you do not have a TIN, fill out the certification indicating that at TIN has been applied for, sign and date the form, and return it to the University. As soon as you receive your TIN, fill out another such form including your TIN, sign and date the form, and return it to the University.

If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of $50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

Out of State Preferences

If you are an out-of-state Contractor, (not having an establishment for transacting business within Illinois), and if your state has a preference law favoring in-state Contractor, what is the percentage preference?

_________%
CERTIFICATIONS

By executing the Contract Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

2. This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable. Vendor is not in default on an educational loan (5 ILCS 385/3).

3. Vendor is an existing legal entity, and as applicable: has obtained an assumed name certificate from the appropriate authority, is registered to conduct business in Illinois, and is in good standing with the Illinois Secretary of State (30 ILCS 500/1.15.80).

4. This applies only to certain service contracts and does NOT include contracts for professional or artistic services. If this is a service contract as defined in 30 ILCS 500/25-80, Vendor (i) will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer, and (ii) shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this Contract. This certification does apply to heating and air-conditioning, plumbing and electrical service contracts. If this Contract includes janitorial, window cleaning, building and grounds, site technical, natural resource, security, or food services amounting to $2,000 or more (or $200 or more per month), Vendor shall pay its employees who are to provide the services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60).

5. If this Contract includes printing services in any amount, Vendor shall pay its employees who are to provide the printing services the prevailing wage rate and provide working conditions no less favorable than those prevalent in the locality where the Contract is to be performed (30 ILCS 500/25-60). Unless otherwise indicated in the Contract documentation, any printing services provided shall be made using soybean oil-based ink (30 ILCS 500/45-15).

6. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

7. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

8. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

9. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

10. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

Approved by University Counsel 06/16/2011
11. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

12. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).


14. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

15. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

16. If Vendor employs 25 or more employees and this Contract is worth more than $5,000, Vendor certifies that it will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act (30ILCS 580).

17. If Vendor is an individual and this Contract is worth more than $5,000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).

18. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed $10,000 (30 ILCS 582).

19. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

20. Vendor certifies that it will comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A, which forms a part of this Contract by reference. (775 ILCS 5/2-105).

21. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club” (775 ILCS 25/2).

22. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

24. Vendor certifies that it has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) and acknowledges that it is prohibited from doing business with the State until the violation is mitigated. (30 ILCS 500/50-14.5).

25. **This applies to information technology contracts and is otherwise not applicable.** Vendor acknowledges that all information technology, including electronic information, software, systems and equipment, developed or provided under this Contract must be accessible to individuals with disabilities to the greatest extent possible, in accordance with the Illinois Information Technology Accessibility Act Standards published at www.dhs.state.il.us/itaa (30 ILCS 587).

26. Vendor has disclosed, if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that would prohibit Vendor from having or continuing the Contract.
27. In accordance with 30 ILCS 500/20-160, Vendor certifies that either:

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

   OR

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

28. Vendor will include these terms in any subcontract and acknowledges that the State may declare this Contract void without penalty or obligation to pay additional compensation if any certifications are false or if this Contract has been made in violation of the Procurement Code or any other law.

29. In the event of a conflict between these contract certifications and a purchase order these contract certifications shall control.

30. Vendor certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of 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 it 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. Vendor represents and warrants it has checked the U.S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General’s (OIG) List of Excluded Individuals/Entities (LEIE), and the Department of Treasury’s (Treasury) Specially Designated Nationals (SDN) list. Vendor also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Vendor’s employees and agents. See the following websites: http://epls.arnet.gov and http://www.state.il.us/agency/oig/search.asp. University will terminate Contract without penalty to University if Vendor becomes excluded during life of this Contract.

31. The Vendor (and any Subcontractors) 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 University under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the University 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 University for the recovery of any funds paid by the University under this Contract for which adequate books and records are not available.

32. The Federal Tax Payer Identification Number (FEIN) and legal status information provided by Vendor to the University in University’s vendor registration process is true and correct.

All subcontracts of $25,000 or more issued by Vendor under this Contract must include these Certifications (Exhibit A), and, if applicable, the Financial Disclosures and Conflicts of Interest Form (Exhibit B)

If this is a multi-year contract, including the initial term and all optional renewals, Vendor and all subcontractors shall reconfirm compliance with the above certifications by July 1 of each year that this Contract remains in effect.
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM

This form is required for all contracts or subcontracts of $25,000 or more.

This Disclosure is signed and made under penalty of perjury by the signature of the authorized representative below:

This Disclosure information is submitted on behalf of: __________________________________________________________

(Vendor/Subcontractor Name)

D/B/A (if used): _____________________________________________________________________________________

Name of Authorized Representative: ________________________________________________________________

Title of Authorized Representative: ________________________________________________________________

Signature of Authorized Representative: ______________________________________________________________

Date: _____________________________________________________________________________________________

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in all sections below as a condition of bidding on or receiving a contract or subcontract in the amount of $25,000 or more (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the initial procurement process and throughout the term of any resultant contract. In the case of multi-year contracts, Vendor shall reconfirm the accuracy of the disclosures by July 1 of each year that the contract remains in effect.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still complete Sections 2, 3, 4, and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

Name of any Parent Organization: ________________________________

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

A. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

   i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code.

Approved by University Counsel 06/16/2011
The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k, 20f, or 40f.

OR

B. If Vendor is a privately held corporation with more than 400 shareholders

i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

C. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   
   □ Yes  □ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   
   □ Yes  □ No

3. Do you receive more than $106,447.20 of the offering entity’s or parent entity’s distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   
   □ Yes  □ No

4. Do you receive greater than 5% of the offering entity’s or parent entity’s total distributive income, but which is less than $106,447.20?
   
   □ Yes  □ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: ____________________.

5. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

   0.5% or less_____>0.5 to 1.0%_____>1.0 to 2.0%_____>2.0 to 3.0 %_____> 3.0 to 4.0%_____
   >4.0 to 5.0% and in additional 1% increments as appropriate _______ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship ☐  Stock ☐  Partnership ☐  Other (explain)______________________________

Name:______________________________________________________________________________

Address:____________________________________________________________________________

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary).

If no individual has been identified above, mark not applicable (N/A) here __

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract.

Yes ☐  No ☐

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ☐  No ☐

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.

Yes ☐  No ☐

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐  No ☐

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ☐  No ☐

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐  No ☐

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

Yes ☐  No ☐

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.

Yes ☐  No ☐

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes ☐  No ☐
Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One:  No Conflicts Of Interest

☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1 and 2 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity  Yes ☐  No ☐

Professional licensure discipline  Yes ☐  No ☐

Bankruptcies  Yes ☐  No ☐

Adverse civil judgments and administrative findings  Yes ☐  No ☐

Criminal felony convictions  Yes ☐  No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Approved by University Counsel 06/16/2011
Section 4: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government?

Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Section 5: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employ a lobbyist or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract?

Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

_________________________________________________________________________

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

_________________________________________________________________________

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

All subcontracts of $25,000 or more issued by Vendor under this Contract must include the Financial Disclosures and Conflicts of Interest Form (Exhibit B).

If this is a multi-year contract, including the initial term and all optional renewals, Vendor shall reconfirm compliance with the following certifications by July 1 of each year that this contract remains in effect. All subcontractors shall reconfirm compliance with the Standard Qualifications, Certifications, Representations, and Disclosure Attachment.
Additional Conditions for Submitting Formal Bids and Proposals

1. Registration with State Board of Elections

In accordance with 30 ILCS 500/20-160, **Vendor must certify that either:**

- [ ] Vendor is not required to register as a business entity with the State Board of Elections because:
  - [ ] Vendor is a not-for-profit entity;
  - [ ] Vendor is a governmental organization; or
  - [ ] the annual total value of all of Vendor’s contracts and offers with all State agencies (including all current State contracts, the bid or proposal Vendor is submitting, any other pending offers, and offers Vendor previously submitted this year where Vendor was not awarded a contract) does not exceed $50,000.

  **OR**

- [ ] Vendor has completed electronic registration as a business entity with the State Board of Elections and **has attached a copy of the official certificate of electronic registration as issued by the State Board of Elections to this Exhibit.** In addition, Vendor acknowledges a continuing duty to update the registration as required by the Act.

  Further information about the electronic registration process is available from the Board of Elections at: [https://berep.elections.il.gov/](https://berep.elections.il.gov/)

2. Illinois Department of Human Rights (DHR) Public Contracts Number

If Vendor employs 15 or more full-time employees in Illinois, **Vendor must have a current Public Contract Number or have proof of having submitted a completed application to DHR. Please complete the appropriate sections below.**

- Name of Company (and D/B/A): _____________________________________________________
- DHR Public Contracts Number: ____________________________________________
- Date of Expiration: _______________________________________________________

  [ ] (check if applicable) The DHR number is not required because Vendor has employed 14 or fewer full-time employees in Illinois during the last 365-day period.
3. Disclosure of Business Operations with Iran

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

1. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

2. the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12-month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

**Vendor must check one of the following items**, and if item 2 is checked, Vendor must also make the necessary disclosure:

- [ ] There are no business operations that must be disclosed to comply with the above cited law.
- [ ] The following business operations are disclosed to comply with the above cited law:

---

Approved by University Counsel 06/16/2011
COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT PROVISIONS:

The Contractor agrees to 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 State of Illinois statutes:

a. “AN Act concerning Construction contracts; responsible bidder requirements (30 ILCS 500/30-22). To be considered a responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:

(1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.

(2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.

(3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.

(4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.

(5) The bidder must have a valid certificate of insurance showing the following coverages:
general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.

(6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project.

(Source: P.A. 93-642, eff. 6-1-04.)

b. "AN Act concerning the distribution of certain federal grants and the employment of Illinois workers" (30 ILCS 570). The Act requires the employment of only Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except when qualified Illinois laborers are unavailable or incapable of performing the particular type of work involved. The term "Illinois Laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The term "labor" is defined to include all manual or nonmanual labor, whether skilled, semiskilled or unskilled. An exception to the above requirement is permitted by the statute in that the Contractor may place up to three of his regularly employed non-resident executive and technical experts on the job (six in some specific instances), even though they do not qualify as Illinois laborers.

c. "AN Act to 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 subdivision" (330 ILCS 55). This Act requires that preference in employment on public works to be given qualified veterans of wartime military or naval service who were honorably discharged therefrom, including persons on inactive or reserve duty, who are residents of the district where the work is to be done. It is not required that nonresident veterans be given preference over nonveteran residents.
d. "AN Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works" (755 ILCS 10). This Act requires that no person may be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner in connection with the contracting for or the performance of any work or service of any kind, by, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof and that no contractor, subcontractor or person on behalf of either shall discriminate against or intimidate any employee for such reason, and provides penalties and recoveries for violation of its provisions.

e. The Illinois Human Rights Act (775 ILCS 5). The purpose of this Act is to secure for all individuals within Illinois the freedom from sexual harassment, from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service in connection with employment, real estate transaction, access to financial credit, and the availability of public accommodations. The Illinois Department of Human Rights and the Illinois Human Rights Commission are assigned duties for the enforcement of the Act. Violation of the Act might result in penalties, including the payment of damages, termination of public contract or prohibition from participating in public contracts for up to three years.

f. "AN Act regulating wages of laborers, mechanics and other workmen employees in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works" (820 ILCS 130). This Act requires that wages not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work in that locality shall be paid to all laborers, workmen and mechanics employed on the work (a determination of the prevailing rates for all crafts is, as required by the Act, on file at the University of Illinois Personnel Services Office, Gregory Drive, Champaign, Illinois). It is further required by the Act and by these General Conditions that the Contractor and each of his subcontractors shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workmen and mechanics employed by them in connection with the work, and showing also the actual hourly wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the University, its officers and agents and to the Director of the Department of Labor of the State of Illinois and his deputies and agents. "Prevailing rate of wages" mean the hourly cash wages, plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of similar character.

"NOTE: The above labor clauses apply to all trade labor employed in the installation of purchased goods on University property and includes the unloading of trucks and other service vehicles if required as part of the contract (award)."

g. "AN Act relating to the health and safety of persons employed, vesting in the industrial commission power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain acts herein named (820 ILCS 225/01/5). This Act makes it the duty of every employer under the Act to provide reasonable protection to the life, health and safety and to furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to these employees and requires that occupational safety and health standards be complied with.
The above explanations of these Acts are much condensed and not intended to be a complete detailed account of all duties imposed thereby and hence by these General Conditions, upon the Contractor. The Contractor agrees to, and shall comply with all of the provisions of the above Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations promulgated thereunder, and especially agrees to keep the records described in paragraph (e) and pay the prevailing rate of hourly wages as required.

The Contractor shall carry insurance to cover any injuries to his employees or damage to University property.

FN-88 (06/05)
INDEMNITY AGREEMENT AND LIABILITY INSURANCE:

The Contractor shall indemnify and hold harmless the University and University's agents, servants and employees against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the Contract by the Contractor or his Subcontractors or due to or arising in any manner from the wrongful act or negligence of the Contractor or his Subcontractors or any employee of any of them.

If required under the terms of award or if work on any University property is to be performed by the Contractor, the Contractor receiving the award 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 B+:VI or better rating in the current edition of Best’s Key Rating Guide. The Contractor must agree to maintain such insurance for the duration of the project or the term for which services shall be rendered.

A. Worker’s Compensation  
   (including Occupational Disease) - Statutory Limits

   Employer’s Liability (Part B) - $500,000 Policy Limit

B. Commercial General Liability  
   (including Products & Completed Operations)  
   Combined Single Limit - $1,000,000 per occurrence
   OR
   Bodily Injury: $1,000,000 per occurrence, and
   Property Damage: $1,000,000 per occurrence

C. Commercial Automobile Liability  
   Combined Single Limit - $1,000,000 per occurrence
   OR
   Bodily Injury: $1,000,000 per occurrence, and
   Property Damage: $1,000,000 per occurrence

Assigned subcontractors must comply with the same insurance coverage requirements as the Contractor. Subcontractors shall submit the required Certificate of Insurance through the primary Contractor.

With respect to the required Commercial General Liability insurance, The Board of Trustees of the University of Illinois shall be named as an additional insured. In order to meet this requirement, the following wording should appear on any Certificate of Insurance provided: "The Board of Trustees of the University of Illinois is an additional insured for any liability incurred by the University arising from the activities of the Contractor and/or Subcontractor performing work on behalf of the Contractor." Umbrella liability insurance may be used to meet the general liability coverage limit requirements.
INDEMNITY AGREEMENT AND LIABILITY INSURANCE (Continued):

The Contractor shall furnish the University of Illinois, Purchasing Division, Illini Plaza, Suite 212, 1817 South Neil Street, Champaign, IL 61820 any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the University.

Failure to comply with insurance requirements may be regarded as a breach of contract terms.

Any Purchase Order Number and/or Contract Number that is the basis for issuance of the Certificate must be indicated on the Certificate of Insurance provided to the University.
APPENDIX IV. STATE OF ILLINOIS BOARD OF ELECTIONS CERTIFICATION
STATE OF ILLINOIS REQUIREMENT FOR ALL BIDDERS

Please Read Carefully Before Responding.

Compliance with Public Act 095-0971 (Registration with State Board of Elections)

If you have not already reviewed Public Act 095-0971, which went into effect on January 1, 2009, we strongly recommend that you do so immediately. The Act is available at http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971.


If you wish to submit a bid or proposal in response to this solicitation you must certify your compliance with the registration requirements of the Act by checking the appropriate box on the form below. Furthermore, if you are required to register with the State Board of Elections, you must also provide a copy of your electronic certificate of registration with your bid or proposal.

If you do not certify your compliance with the Act and provide a copy of the electronic registration certificate issued to you by the State Board of Elections if you are required to register, your bid or proposal cannot be accepted by the University. You must be registered with the Board of Elections prior to bid opening. THERE IS NO GRACE PERIOD ALLOWING FOR REGISTRATION WITH THE BOARD OF ELECTIONS AFTER BID OPENING.

Note: Contractors who registered with the State Board of Elections by mail or e-mail prior to August 1, 2009 must re-register online at https://BEREP.elections.il.gov.
Contractor Certification of Compliance with Public Act 095-0971
(Registration with State Board of Elections)

Please read all of the following explanatory notes before completing the certification:

- If you are a for-profit Contractor submitting a bid or proposal exceeding $50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.

- If you are a for-profit Contractor submitting a bid or proposal for less than $50,000 but the annual total value of all of your contracts and offers with all State agencies (including all current State contracts, the bid or proposal you are submitting, any other pending offers, and offers you previously submitted this year where you were not awarded a contract) exceeds $50,000, you must check Box #2, register with the State Board of Elections, AND SUBMIT A COPY OF THE REGISTRATION CERTIFICATE ISSUED TO YOU BY THE BOARD OF ELECTIONS WITH YOUR BID OR PROPOSAL.

- If you are a for-profit Contractor submitting a bid or proposal for less than $50,000, and the annual total value of all of your contracts and offers with all State agencies is also less than $50,000, you may check Box #1 indicating that you are not required to register.

- If you are a not-for-profit organization or governmental entity, you may check Box #1 indicating that you are not required to register regardless of the amount of your bid or proposal or the annual total value of all of your contracts and offers with all State agencies.

- There are no exceptions to the registration requirements for out-of-state or non-U.S. Contractors.

Certify your compliance with the Act by checking the appropriate box. If you fail to check any box, the University cannot accept your bid or proposal.

1. □ The bidder/Contractor certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the bidder/Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

   (or)

2. □ The bidder/Contractor certifies that they have registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the bidder/Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

If you need to register with the State Board of Elections, please visit its website for specific information on the registration process: https://BEREP.elections.il.gov.
APPENDIX V. CONTRACTOR SERVICES PROGRAM SPECIFICATIONS
## CONTRACTOR SERVICES PROGRAM SPECIFICATIONS

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I. **GENERAL PROVISIONS**

A. **Definitions**

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 work or the performance of the work.

2. "Architect/Engineer" (also "Architect" or "Engineer" or "Professional Services Consultant"), as used in the Contract Documents, refers to a) the Owner, in cases where construction permits are designed and administered by the Owner's personnel or b) an independent Architect or Engineer or his authorized representative retained by the Owner for professional services related to a construction permit.

3. "Change Order" means the written order to the Contractor directing changes in the work or the Contract time. A Change Order may be made by the issuance of a new construction permit.

4. "Contract Documents" include, but are not limited to 1) Owner's Request for Proposal and all other exhibits, specifications, or documents incorporated therein by reference; 2) the standard purchase order and its attachments; 3) written amendments to the Contract; 4) all construction permits issued thereunder; 5) all modifications, or revisions made in accordance with the terms of the Contract Documents; 6) the Addenda; 7) and any supplemental documents.

5. "Contract Modification" is the document signed by the Contractor and Owner, or, in certain circumstances, the Owner alone, which authorizes a change in the Contract Documents.

6. "Contractor" means any person or entity having a direct contract or purchase order with the Owner for the performance or supply of any portion of the work required by the construction permit and Contract Documents or the supply of any materials, services, equipment or installation services.

7. "Emergency Work" is conditions that require immediate action including but not limited to 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 such as research and animal care. Approval of emergency work is entirely within the discretion of the Owner, upon satisfactory completion and submission of required documentation, which must be provided to the Owner within one (1) business day of commencing emergency work.

8. "Final Completion" means the date on which the last of all of the following events have occurred: the Owner has determined that all Punch List work and any other remaining work has been completed in accordance with the Contract Documents; final inspections by Facilities & Services (F&S) have been completed and all operations systems, equipment testing, validations, certifications, and training of Owner's staff have been completed; all deliverables such as manufacturer's guarantees, operation manuals, and As-Built Drawings (in electronic format, if required), key return, have been provided to the Owner and all contractual requirements for final payment have been completed.

9. "Proposal" as used herein refers to the Contractor prepared document in response to the Owner's construction permit including: a Price Proposal with scope, labor costs with approved hourly breakout, material breakout, construction schedule, approved drawings and other documents as required for the completion of a specific scope of work as requested by the Owner. Documentation such as drawings, material cut sheets, and any other supplemental documentation shall be provided as required.
10. "Owner’s Rep" means the Owner’s representative designated by the Owner to manage the execution of the work under the Contractor Services program.

11. "Construction Services Personnel" mean the Owner’s representative(s) designated by the Owner to provide administrative or other support for the Contractor Services program.

12. "Construction Permit" means written authorization from the Owner for the Contractor to commence performance of the work.

13. "Work Documentation" means all documents the Contract requires the Contractor to provide to the Owner, including but not limited to shop drawings, as-built documents, parts manuals, operation and maintenance manuals, drawings, and/or specifications.

14. "Punch List Work" means a compilation of items, identified via the Owner’s inspection process, which have not been completed in accordance with the construction permit and Contract Documents. Whether an Item is Punch List work shall be determined at the sole discretion of the Owner.

15. "Work Request" means the Owner's document requesting a formal price quotation for a specific scope of work.

16. "Scope of Work" means the description of services to be provided by the Contractor within a construction permit. Documentation of the scope of work may include a narrative description of the work, specifications, partial design documents or full design documents reviewed and approved by F&S, depending on the complexity of the specific construction permit.

17. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work. The term Shop Drawings as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers’ standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show materials, equipment or systems and the position thereof conform to the Contract requirements. Shop drawings shall establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining work.

18. "Subcontracts" means the contracts between Contractor and any Subcontractor, Supplier or Vendor.

19. "Subcontract Costs" means those sums properly paid or due and payable to subcontractors under the terms of the subcontracts.

20. "Subcontractor" means any person or entity having a direct contract or purchase order with the Contractor for the performance or supply of any portion of the work required by the construction permit and Contract Documents or the supply of any materials, services, equipment or installation services.

21. "UIUC Facilities Standards" means the required design standards specific to UIUC. These Standards are intended to achieve the value consistent with an institute of higher education. Where these Standards exceed minimum Code and/or Capital Development Board (CDB) requirements, the Standards shall apply. Where the University of Illinois at Urbana-Champaign Facilities Standards and CDB Requirements are silent on a design issue, the International Building Code
shall serve as the design Standard. It is not intended to cover every aspect of design, nor is it a
substitution for technical competence expected of design and construction professionals. UIUC
Facilities Standards can be found on the World Wide Web at
http://www.fs.illinois.edu/facilitiesstandards/.

22. “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 construction permit and the Contract Documents to be performed or supplied.

23. “Owner” means 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 and in the Contract Documents referred
to as the “Owner.”

II. WORK ORGANIZATION

A. The Owner
   1. Contractor Services Owner’s Representative (Owner’s Rep)
      a. The Owner’s Rep will manage and administer the Contract on behalf of the Owner. The Owner
         will assign an Owner’s Rep to oversee the execution of each construction permit.

      b. The Owner’s Rep (or designee) will be responsible for selecting contractors to perform the work,
         determining architectural and engineering service requirements, requesting required document
         submittals from the Contractor, and recommending payments upon construction permit
         completion.

      c. The Owner’s Rep will be responsible for evaluating the performance of the Contractor.

B. The Contractor
   1. Contractor's Duties: General Provisions and Responsibility for Work
      a. 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 work
         in conformance with the requirements of the Contract Documents; and shall pay for all labor,
         supervision, materials, supplies, furnishings, equipment and things required by the Contract
         Documents.

      d. 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 work 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.

      b. Compliance with Applicable Laws. Contractor shall reasonably ensure that the work is performed,
         and the work is constructed, in a manner which meets the requirements of all Applicable Laws
         relating to the construction, occupation, and operation of the work, including, but not limited to,
         building codes, fire and safety regulations, and environmental regulations. Such Applicable Laws
         shall be deemed minimum standards for the work. 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.

c. 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.

d. 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.

e. Charge of work. The work shall be under the charge and care of the Contractor until final acceptance by the Owner, including all Punch List work, unless otherwise specified in the Contract Documents. The Contractor shall assume all responsibility for injury or damage to the work from the elements, fire, or from any other causes whatsoever, whether arising from the execution, or from the non-execution, of the work. The Contractor shall rebuild, repair, restore and make good, at his expense, all injuries or damages to any portion of the work occasioned by any of the above causes before Final Completion of the construction permit.

f. Charge or Equipment and Materials. When equipment or materials are furnished to the Contractor by the Owner for the Contractor’s use or inclusion in the work, the Contractor's responsibility for all such equipment and materials shall be the same as for materials furnished by the Contractor.

g. The work will not be considered as completed and accepted until payment has been authorized by the Owner’s Rep, confirming the final completion and acceptance of all work.

h. Responsiveness and Timeliness. The Contractor shall be responsible for prompt responsiveness to the Owner and/or Owner’s Rep and shall complete the work and provide all required documentation in a timely manner.

2. Work by Contractor's Organization
The Contractor shall perform with its own organization and labor forces not less than 51% of the value of the work performed on an individual construction permit. The Contractor may be required by the Owner to confirm this amount through the submission of Contractor Certified Payrolls. The percentage calculation only includes labor and does not include field superintendents or office management personnel.

III. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work
1. This is an indefinite quantity Contract for the work as specified, and is in effect for the period stated in the Contract Documents. No minimum level of work is guaranteed. All work will be ordered and funded when needed in accordance with the procedures contained in the Contract Documents.

2. This Contract is primarily intended for the construction, maintenance remodeling, repair, and renovation work on University of Illinois real property and facilities.

3. The scope of work of this Contract shall be determined and authorized by individual construction permits and corresponding construction permits issued in accordance with Section III.B Procedure
for Ordering Work. The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, proper type and quantity of materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the request. The Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The Owner makes no commitment as to the award of individual construction permits. All costs associated with preparing proposals shall be the responsibility of the Contractor.

4. For each construction permit, the Contractor will be required to notify the Owner’s Rep of the specific point of contact for the specific construction permit and the individual’s direct phone number in case issues arise. The work shall be conducted by the Contractor in strict accordance with the Contract Documents and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the Owner.

B. Procedure For Ordering Work

1. Owner Notification of Work. As the need exists for work by the Contractor under the terms of this Contract, the Campus department requesting the work will submit a work request via the Facilities and Services (F&S) request portal with pertinent information about the work required, including but not limited to the nature of the work, scope of work, location of work, budget, required schedule, requested contractor (if applicable), and department contact information.

2. Contractor Notification of Work. The Owner’s Rep (or designee) will notify the Contractor of the construction permit and the pre-construction documentation required to process the construction permit.

3. Contractor Scope Meeting. The Contractor, (the person responsible for preparation of the construction permit Proposal) will visit the proposed work site in the presence of the Owner’s rep for the purpose of determining the following:
   a. A detailed scope of work
   b. Existing site conditions
   c. Methods and alternatives for accomplishing the work
   d. Requirements for drawings, sketches, shop drawings, etc.
   e. Schedule requirements, if any
   f. Preliminary quantity estimates
   g. Price Proposal

4. Detailed Scope of Work. The detailed scope of work, unless modified by agreement between the Contractor and the Owner’s Rep, will be the basis on which the Contractor will develop its proposal and the basis on which the Owner’s Rep will evaluate the Contractor’s price proposal.

5. Issuance of the Request for Design or Request for Proposal. Upon Campus department request or completion of the scope meeting and determination of the detailed scope of work, it may be determined that design or engineering is required for the work. If design or engineering is necessary, the Owner’s Rep will issue a request for design to the F&S Engineering Services Division and will provide necessary documentation to the F&S Engineering Services Division describing the detailed scope of work.

C. Preparation of the Pre-Construction Documentation and Price Proposal

Upon notification of the work by the Owner’s Rep, the Contractor shall provide or cause to be on file with the Owner, the following pre-construction documentation within five (5) working days of the notice. Additional documentation may be required as necessary. The Contractor will not be authorized to start work until all documentation has been received, reviewed and deemed properly executed by the Owner’s Rep.
1. General Liability Certificate of Insurance. The General Liability Certificate of Insurance submittal requirements shall be in accordance with the Contract Documents. The Contractor shall name “The Board of Trustees of the University of Illinois” as additional insured in the appropriate locations and shall provide the blanket purchase order#, and description of the division of work. A current General Liability Certificate of Insurance must be submitted on annual basis with each renewal.

2. Builder's Risk Insurance. The Contractor shall submit a Builder's Risk Insurance Certificate for each construction permit in accordance with Section III.I herein, as a Completed Value All Risk Builder's Risk/Installation Floater policy. The total insured value must equal the total value of the proposal; the proper Flood and Earthquake limits and deductible must be listed; any exclusions must be listed; “The Board of Trustees of the Owner of Illinois” must be listed as additional insured in the appropriate locations and the purchase order#, work location and description of work must be indicated. The Contractor, at its own option, may provide an annual Builder’s Risk Insurance Certificate for the value of its Standing Purchase Order (SPO).

3. Performance and Payment Bonds. All construction permits with a proposal equal to or greater than $50,000 shall include a payment and performance bond. The Contractor shall provide a separate payment and performance bond on the forms provided by the Owner and shall be issued by a surety with a bond rating of B+, VI or better as rated by A.M. Best Key Rating Guide, as acceptable to the Owner. Each bond shall include a penal sum in the amount of one hundred percent (100%) of the Contract Sum. The Contractor’s surety 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 bond.

4. Subcontractor/Vendor/Supplier Identification and Documentation. The following documentation is required by law for each subcontractor/vendor/supplier with an annual cumulative value of more than $25,000:
   a. Electronic copy of the executed subcontract;
   b. Electronic copy of the executed Certifications and Statutory Requirements form;
   c. Electronic copy of the executed Financial Disclosures and Potential Conflicts of Interest form.

5. Shop Drawings. If applicable.

6. Proposed Changes to Floor Plan. If applicable.

7. Price Proposal. The Contractor shall prepare and submit a written fixed cost proposal containing the following information:
   a. Work Description
   b. Work scope of work
   c. Work schedule
   d. Approved labor rate, estimated hours, and total labor cost
   e. Material costs, material specifications, and equipment submittals. No material or equipment mark-up is allowed. The proposal shall not include any other cost than those listed in d. and e. of this section, except for the cost of bonds.
   f. Subcontractor/Vendor/Supplier list with name, contract amount, and the approved labor rate with estimated hours.
   g. Time and material proposals are not allowed.

By submitting a signed price proposal to the Owner, the Contractor shall agree to fully execute the work as in strict accordance with the Contract Documents and the detailed scope of work for the specific construction permit. It is the Contractor's responsibility to include the necessary items in the price proposal prior to delivering it to the Owner.
D. Time for Submittal
The pre-construction documentation and price proposal will be due no later than five (5) working days after the date of notification to the Contractor. The Owner’s Rep may allow additional time for preparation of these documents for complex work requests requiring approval of drawings and permits.

E. Review of the Submittals and Price Proposal
1. The Owner’s Rep will evaluate the Contractor’s pre-construction documentation and price proposal to ensure it is acceptable and properly executed and will work directly with the Contractor to cure any deficiencies in the submitted documentation. If the Owner’s Rep (or designee) deems that the Contractor has failed to properly execute any of the required documentation, the construction permit to the Contractor may be retracted. At the Owner’s option and sole discretion, another contractor on the Contractor Services list of pre-approved vendors may be contacted to prepare a price proposal. Further, failure to submit required documentation may result in the Contractor’s contract being suspended or terminated for failure to meet the contractual obligations.

2. The price proposal will be reviewed by the Owner’s Rep through an evaluation of the proposal line items and proposed work units against the agreed upon detailed scope of work. The Owner’s Rep will determine the reasonableness of approach, including the nature and number of work units proposed. Further, the Owner’s Rep may compare the Contractor’s price proposal to a cost estimate prepared by the Owner. The Owner reserves the right to reject a Contractor’s price proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other proposal inconsistencies. The Owner also reserves the right to not award a Construction permit if it has been determined to be in the best interests of the Owner.

3. If the Owner’s Rep finds inconsistencies with the Contractor’s price proposal, the Owner’s Rep will contact the Contractor and request that the Contractor provide justification for all questionable line items. The Owner’s Rep may request the Contractor to re-submit its price proposal or will cancel the construction permit. If the Contractor is required to re-submit its price proposal, said re-submitted price proposal shall be submitted to the Owner within 48 hours. If the Contractor consistently submits price proposals which are rejected, or if the Contractor consistently fails to meet the submittal and/or re-submittal deadlines, the Owner may declare the Contractor in default and initiate termination of the Contract, according to Section 7 – Termination for Cause.

4. The means and methods of construction shall be as the exclusive domain of the Contractor; subject however, to the Owner’s right to reject means and methods proposed by the Contractor that:
   a. Will constitute or create a hazard to the work, or to persons or property; or
   b. Will not produce finished work in accordance with the terms of the Contract; or
   c. Unnecessarily increases the price of the construction permit when alternative means and methods are available.

5. After the Owner has reviewed the Contractor’s price proposal and agreement has been reached on the proposal content and pricing, the Contractor shall not allowed to make any further changes to the revised price proposal.

6. The Owner reserves the right to reject a Contractor’s proposal based on any deficiency set forth in this document or if the Owner it feels it is in its best interest to do so.

7. The Contractor shall not perform any of work that is not authorized by the Owner, nor shall the Contractor perform work in areas not inspected or approved by the Owner.
F. Issuance of the Construction Permit
   1. When agreement is reached between the Owner and the Contractor on the Contractor’s price proposal and submittals, the Owner will issue a construction permit to the Contractor to commence work.

   2. The Owner authorized construction permit issued to the Contractor shall state the agreed upon scope, fixed cost price for performance of the detailed scope of work, schedule, Owner’s Rep contact information, payment information, documents required for final work closeout and payment. The full content of the Contract Documents shall be applicable to any construction permit issued. The construction permit constitutes the Owner's acceptance of the Contractor's proposal. A fully executed copy will be provided to the Contractor.

   3. No work will be performed under this Contract without a construction permit issued by the Owner's authorized representative, except emergency work as defined in Section H of this document.

G. Changes in the Work
   1. The Owner’s Rep may order changes in the work by altering, adding to or deducting from the work, only through the issuance of an additional construction permit.

   2. Changes to the work will be considered as a new construction permit and as such shall require the procedures outlined above.

H. Emergency Work
   For emergency work, no contractor may accept emergency work unless properly executed liability and builder's risk insurance are on file to cover said work. For emergency work situations and minor maintenance and repair construction permits requiring immediate completion, pre-construction documentation is due no later than one (1) working day after the commencement of the work.

I. Builder’s Risk Insurance
   1. The Owner’s Risk. Owner bears the risk of loss or damage for Owner-procured equipment while in transit or in storage away from the jobsite until responsibility for the Owner procured equipment is accepted by the 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 coverage outlined in Paragraph 3 of this section. The designated Contractor is responsible for providing and paying for the builder’s risk insurance as described in Paragraph 2 and 3 of this section. 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.

   2. The Contractor’s Risk. The Contractor shall procure a builder’s risk policy that insures against all risks of direct physical loss or damage to the work. The policy shall be issued under an ISO Completed Value Form, or equivalent form, with one hundred percent (100%) of the insurable value of the work to be executed and incorporated in the building under this Contract including all materials in or adjacent thereto and intended for use thereon. 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 shall be responsible for payment of the policy deductible for losses to their portion of the work. In addition, Contractors will also be responsible for any losses to their portion of the work that is not covered by the Builder’s Risk policy procured for the work. Contractors shall be responsible for submitting and negotiating their claims, if any, under the Builder’s Risk policy, and/or for any other coverage’s that they might procure on their own behalf.
a. Deductible. The policy shall be subject to the following deductible schedule, unless a different deductible is approved by the Owner under separate cover:

<table>
<thead>
<tr>
<th>Policy Limit of Builder's Risk</th>
<th>Maximum Amount of Deductible</th>
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<tbody>
<tr>
<td>Under $1,000,000</td>
<td>$1,000</td>
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<tr>
<td>$1,000,001 to $5,000,000</td>
<td>$2,500</td>
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<td>$5,000,001 to $10,000,000</td>
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<td>$10,000,001 to $25,000,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>over $25,000,000</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

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

b. Insured under the Builder’s Risk Policy. The policy shall be issued in the name of the designated Contractor, or other party designated by the Owner, with the Owner, subcontractor(s), and any other party designated by the Owner named as an additional insured, as their interests may appear. If a party other than the Contractor is required to provide a Builder’s Risk insurance policy, the Contractor(s) shall also be named as an additional insured(s) on said policy in addition to parties noted above.

c. Additional Risks of Loss Provisions. Contractors are responsible for, and may carry whatever additional insurance the Contractor may deem necessary and appropriate to protect the Contractor against hazards or perils not covered by the Builder’s Risk insurance policy purchased in accordance with Sub-Paragraphs 2.a, 2.b, and 2.c. Any loss or cost of repair not covered by such insurance, as designated in Paragraphs 2 and 3 shall be borne exclusively by the Contractor whose work or property suffers the loss, without additional cost to the Owner. There is no insurance maintained by the Owner that covers any tools, equipment, scaffolding, staging, towers, forms and other similar property not intended to become a permanent part of the construction owned, used or rented.

3. Builder’s Risk Policy. The policy described in Section 2 shall be a Completed Value All Risk Builder's Risk/Installation Floater policy or a combination thereof. The policy shall be written in an amount equal to one hundred percent (100%) of the total sum of all construction permits issued hereunder, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the work. The insurance companies providing coverage must have a policyholder’s rating not lower than B+ and a financial rating not lower than VI in the current edition of Best’s Key Rating Guide. In addition, such policy must provide for thirty (30) days advance written notice to the Owner of any modification or change that includes a reduction in terms or conditions, or cancellation of any of the insurance coverage’s. Contractor must agree to maintain such insurance for the duration of the work. The policy will, at a minimum, comply with the requirements of this section.

a. Coverage shall include the following items:

1. The installed work of all Contractors until final acceptance by the Owner.
2. Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the work. Coverage shall include construction premises, temporary storage locations, including staging areas (even if greater than 100 feet from premises), and property in transit.
3. Construction forms, scaffolding and temporary structures on the premises.
4. Drawings and specifications used to document as-built conditions.
5. Debris removal resulting from a covered peril.
6. Fire or collapse resulting from excluded perils.
7. Testing
b. Coverage may only exclude the following property:

1. Tools, equipment and other personal property of the Contractors and their employees;
2. Vehicles of any kind;
3. Lawns, trees, shrubs or plants; and
4. The value of existing buildings prior to renovation under this Agreement.

c. Perils excluded may only include:

1. Dishonest acts of the insured or its employees;
2. Trick or fraud;
3. Mysterious disappearance;
4. Inventory shortage;
5. Corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;
6. Changes or extremes of temperature and humidity;
7. Settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
8. Operation of building ordinances or laws;
9. Loss of use or occupancy;
10. Design error, except resulting damages;
11. War, rebellion, insurrection, radioactive contamination; and
12. Pollution clean-up, unless the release results from a covered peril.

d. In the ISO Completed Value Builders Risk Form, or equivalent form, the limits of liability for the following two perils must be equal to the completed value or $5,000,000, whichever is less. The deductible for the following two perils may be as high as one percent (1%) of the completed value or $25,000, whichever is greater. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

PERILS:
1. Earth movement, including earthquake, landslide, or mudslide
2. Flood, surface water sewer backup, and seepage

e. Occupancy. The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy by the Owner prior to final acceptance by the Owner.

f. Waiver of Subrogation. The Contractor's insurance policies shall include the following waiver of subrogation clause:

"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."

4. Evidence of Insurance. Contractor shall furnish any original Evidence of Property Insurance form evidencing the required Builder's Risk coverage to be in force on the date of this construction permit, and any renewal Evidence of Property Insurance form if coverage has an expiration or renewal date occurring during the term of the permit. The receipt of any certificate does not constitute, 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. Failure to comply with insurance requirements may be regarded as a breach of contract terms. Within five (5) days from the notice of a construction permit, a copy of the Builder's Risk Insurance policy shall be provided to the Owner’s Rep (or designee).
IV. PERSONNEL
   A. General
      The Contractor shall, immediately upon receiving a fully executed Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the work.

   B. Character of Workers
      1. The Contractor shall employ a sufficient number of competent and efficient laborers, mechanics, or artisans and whenever, in the opinion of the Owner, any employee is careless, incompetent, violates safety or security rules, obstructs the progress of the work, acts contrary to instructions or conducts himself/herself improperly, or fails to follow the safety requirements of this Contract, the Contractor shall, upon request of the Owner, remove the employee from the work and shall not employ the employee again with respect to the work, except with the written consent of the Owner. The Contractor shall not permit any person to enter any part of the work or any buildings connected therewith who is under the influence of alcohol or controlled substances.

      2. The Contractor shall provide a job site supervisor who is readily available and competent to ensure the work is properly executed.

      3. If, at any time during the course of the work, the Owner’s Rep reasonably determines that the performance of any member of Contractor’s staff or any of Contractor’s subcontractors working on the work is unsatisfactory, the Owner’s Rep may, in writing, require Contractor to remove such staff member or terminate such subcontractor from the work immediately and replace the staff member or subcontractor at no cost to Owner, including those resulting from any delay or inefficiency the change may cause.

V. TIME AND PROGRESS
   A. Time
      The dates of commencement and completion of a construction permit shall be the date on which the construction permit is issued. The Contractor shall provide all required documentation and complete all work in a timely manner as to not delay the execution of the construction permit.

   B. Progress Schedule
      The Contractor agrees to begin actual work covered by construction permits issued under this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete each construction permit by the completion date stipulated in the construction permit.

   C. Inspection and Punch List
      1. Prior to the issuance of a construction permit, the Owner’s Rep will complete an Inspection and Risk Assessment Form to determine if an inspection is required. If it is determined that an inspection is required, it will be indicated on the construction permit as a close-out requirement. No payment will be made to the Contractor until the inspection has been completed, punch list items corrected, and it has been determined by the Owner’s Rep that final completion has been achieved.

      2. Upon notification by the Contractor that the work is complete and ready for inspection, Owner’s personnel shall conduct the final inspection to determine if the work complies with the Contract Documents.

      3. At the conclusion of the final inspection, the Contractor shall be notified of any items remaining in a deficient, defective or unacceptable condition. Said list shall be known as the Owner’s punch list.

      4. Correction of the Owner’s Punch List. It is the responsibility of the Contractor to correct any deficient, defective or unacceptable work. Within three (3) days of receipt of the punch list the Contractor shall commence correcting all items identified as deficient, defective or unacceptable.
a. Contractor shall bear all costs and expenses associated with correcting punch list items.
b. If the Contractor does not complete the items on the Owner’s punch list within 10 days of receipt of the notice, it shall be construed as failure to prosecute the work under the Contract.
c. If the work on the Owner’s punch list cannot be completed within the stated time, the Contractor shall provide information explaining why the items cannot be completed. The Owner’s Rep and Contractor will agree to a time when such items will be completed.
d. Failure of Owner personnel to include any items on the Owner’s punch list shall not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.
e. Items discovered after the Owner’s punch list which are part of the construction permit shall be completed within ten (10) days of notification to the Contractor.

VI. PAYMENT

A. Payment Frequency
Barring extenuating circumstances, only one payment shall be made to the Contractor. Such payment shall be made after the full performance of the construction permit. The Owner, after notification in writing by the Contractor that the work is fully completed and ready for final inspection, and upon finding the work acceptable, all closeout documents submitted and the Contract fully performed, shall promptly certify its acceptance and final completion and issue payment.

B. Payments Withheld
The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as the Owner may deem to be necessary to protect Owner from loss for including, but not limited to, one or more of the following items:

1. Failure by Campus department to sign a permit indicating agreement that the Contractor has completed the scope of work in a satisfactory manner
2. Defective work not remedied
3. Claims against either Contractor or Owner or both filed by any person or persons, including Owner, or reasonable evidence indicating probable filing of such claims
4. Failure of the Contractor to make payments properly to subcontractors or for material or labor
5. A reasonable doubt that the work can be completed for the balance currently unpaid
6. Damage to Owner or to a third-party to whom Owner is or may be liable
7. Delay in progress or completion of the work
8. Failure to issue submittals, reports, and schedules within the specified time limits
9. Failure or refusal of the Contractor to comply with all or any specific provisions of the Contract Documents
10. Contractor is in default of any of its obligations under the Contract Documents
11. 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, 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. When the above grounds are removed, payment shall be made for amounts withheld because of them. Contractor may be required to provide documentation to demonstrate the grounds leading to payment(s) withheld have been remedied.
VII. DESIGN AND CONSTRUCTION SUBMITTALS

A. Contractor's Responsibilities and Submittal Procedures.
   1. Providing sketches, investigations to properly address the scope of work, shop drawings, specifications, as-built drawings, product data and samples, operation and maintenance manuals, warranties, and other submittals shall be included in the scope of work under this Contract and shall be fully executed at the expense of the Contractor to the satisfaction of the Owner.

   2. The number of design drawings, shop drawings, product data and samples to be submitted for approval will be determined by the Owner.

B. Design Submittals
   1. Under this Contract it is expected that the level of design will vary from construction permit to construction permit. Case 1: On some construction permits the Owner will provide all necessary drawings, plans and specifications for the Contractor to do “take offs” and shop drawings if required. Case 2: On other work the Owner may supply only partially developed plans and drawings and the Contractor will be required, at its own expense and to the satisfaction of the Owner, to provide supplemental sketches including, but not limited to expanded detail sketches, material schedules and drawings necessary for the purpose of defining the scope of work and construction.

C. Submittals During Construction
   1. Contractor shall submit prior to purchase and installation, all necessary shop drawings, product data and samples for all materials, equipment and fixtures as required. All submittals shall be sent to the Owner with sufficient time for review and approval without adversely affecting the execution of the work.

   2. The Contractor shall submit shop drawings, working drawings, samples, catalogue and other data as the Owner may require for the work involved under individual construction permits under this Contract. The requirement for providing such documentation will vary with each construction permit depending on the amount of documentation furnished by the Owner, the complexity of the work, and nature of the work involved.

   3. It is understood and agreed that the Contractor will furnish the Owner sufficient drawings and information to permit the Owner to identify and check the construction, setting erection and assembly of the various materials and parts of equipment, and to determine whether the work complies with the requirements of the construction permit proposal. The Contractor shall take all measurements and verify all conditions at the site where work is to be performed on any existing structures and on the new structures to be built under this Contract.

   4. The procedures required to obtain approval of shop drawings, working drawings and other data shall be as ordered by the Owner after award of the Contract.

   5. It is understood and agreed by the Contractor, by accepting this Contract, that when the Owner approves shop drawings, the Owner is merely accepting the general layout and appearance; that approval of shop drawings does not constitute acceptance by the Owner of variations from the construction permit documents, and that the Contractor is not relieved of strict adherence and responsibility to the details of the Contract as shown on the work documents and written in the specifications.
D. Close Out Submittals

1. Record Documents. Within thirty (30) days after completion and acceptance of the work, the Contractor shall deliver to the Owner, clearly marked "Record Documents", the "As-Built" drawings and Record Shop Drawings and Product Data arranged in proper order, and indexed.

2. Procedures
   a. "As-Built" documents shall be "As-Built" record shop drawings or "As-Built" Contract drawings and specifications.
   b. The Contractor shall provide the "As-Built" documentation.
   c. The Owner’s Rep shall monitor the "As-Built" process.

3. As-Built Contract Document(s). Contractor shall provide as-built drawings and shall confirm to Owner that such drawings are appropriate and complete and in compliance with the requirements of the Contract Documents.
   a. The "As-Built" drawings shall reflect the actual conditions of the constructed facility or work.
   b. The work specifications shall be revised to reflect the final "As-Built" condition.
   c. As the work progresses, the Contractor shall keep a complete and accurate record of the following:
      1) Changes and deviations between the work as shown on the Contract drawings and the shop drawings, indicating on the "As-Built" documents the work as actually installed
      2) The specific locations of piping, valves, duct work, equipment, and other such work, which were not located as shown on the Contract Documents
      3) Equipment schedules indicating the actual manufacturer’s names and model numbers
   d. Changes, deviations and other records shall be recorded on blueline prints of the Contract drawings. This record set of drawings shall be kept at the job site by the Contractor for periodic inspection by the Owner’s Rep.
   e. At the completion of the work, the Contractor shall review the "As-Builts", make the necessary corrections and certify that the "As-Built" documents (drawings and specifications) are complete and accurate.

4. "As-Built" Shop Drawings and Product Data
   a. The preparation of "As-Built" shop drawings shall be the exclusive responsibility of the Contractor.
   b. Shop drawings shall reflect the as-manufactured or "As-Built" conditions.
   c. "As-Built" Drawings shall be submitted for all items previously reviewed as shop drawings except information as specified under "Instruction and Parts Lists."
   d. The Contractor shall furnish three (3) record copies of product data.

5. Operation and Maintenance Manuals
   Contractor shall obtain and transmit to the Owner’s Rep all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the work. Such documentation shall be furnished to Owner’s Rep in uniform three-ring binders labeled with the work name and number.
a. Contractor shall submit three (3) copies of Operating and Maintenance Manuals. Each complete copy may utilize several binders to contain the materials.

b. Accuracy of information and compliance with other requirements are the exclusive responsibility of the Contractor.

c. Submittal Procedure

1) All O&M manuals shall include definite and specific information and instructions on materials, apparatus, equipment and systems provided under the Contract and include only latest standard commercial data. Maintenance period to be represented by maintenance data is five (5) years.

2) Include for each item the following data, as applicable, edited to include items specific to the Contract. Make data, including notations, completely legible, either typewritten or printed.

   a) Manufacturer's operating instructions, maintenance and repair manuals that set forth the manner of operation, precautions to be followed, and periodic preventative maintenance requirements.

   b) Final accepted shop drawings, product data and catalog cuts, including final comments and responses.

   c) Printed Data: Manufacturer's original catalogue cuts, brochures, operating and maintenance data.

   d) Manufacturer's recommended maintenance and cleaning procedures, methods and materials for exposed finish.

   e) Manufacturer's product specifications including performance curves, wiring diagrams, and tabulation of sizes and identifying numbers.

   f) Complete and detailed materials list and parts list of assembly drawing.

   g) Recommended inventory of spare parts and emergency parts, sources of purchase, and quantities and prices for 5 years of operation.

   h) Name, address, telephone numbers of Contractor, suppliers, installers, service representatives and part vendors.

   n) Anticipated date Owner assumes responsibility for maintenance.

   o) Procedures for starting, operating and stopping equipment, including checklists and all tools or equipment required for operating.

   p) Inspection and adjustment procedures.

   q) Emergency schedules and procedures.

   r) One copy of each wiring, piping and/or duct diagram.
6. Warranties
The Contractor shall guarantee all of the work performed under this Contract against defects in material and workmanship for one (1) year from the date of final completion as defined in the General Provisions of this document. The Contractor shall obtain and transmit to Owner's Rep 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, title 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 work.

E. Electronic Copy of Drawings, Plans, and Sketches.
When the Owner provides the Contractor electronic copies of plans, drawings and sketches for the Contractor's use to assist in completing designs or in preparing as-built drawings, the Contractor shall be required to provide to the Owner an “Electronic Copy” of drawings, plans, and sketches which reflect the scope of work of the construction permit at close out of the construction permit in a format acceptable to the Owner. Electronic drawings, plans and sketches shall be on CD-ROM using AutoCAD release 14 or newer.

VIII. WORK DOCUMENTATION

A. Basic Work and Records Retention Procedures
1. Basic Work 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, modifications reflecting product and materials selections and as-built conditions on the work; (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.

2. Record Retention and Audits. 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any Subcontractors) 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 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 Contractor 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. Contractor shall require all payees, including but not limited to subcontractors and material suppliers, to comply with the provisions of this section and shall include the requirements set forth herein as part of any written contractual agreements between Contractor and payees.

3. Work Videotapes and Photographs. If at any time requested by Owner's Rep, 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 Rep on a weekly basis.
4. Certified Payroll. The Contractor shall maintain, keep and make available for audit by the Owner, a certified payroll consisting of a complete copy of the records required by the Prevailing Wage Act (ILCS 820/1305(a)(1)). The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor and its subcontractors, for services performed under this Agreement. 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 or subcontractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

IX. CONSTRUCTION PRACTICES AT SITE
A. Protection of Persons and Property
   1. Disruption of Owner Activities:
      The Contractor shall not cause any disruption to Owner activities. Planned activities will be coordinated with the Owner and construction will be accomplished in accordance with the schedule set forth in construction permits issued hereunder. Proposed schedule revisions shall be made known to the Owner on a timely basis.

   2. Protection of Existing Structures and Property:
      1. The Contractor shall provide adequate protection to the structure or work areas during the performance of the work. In the event the failure to provide such protection would endanger life or property, the Owner may without further notice provide or install barricades, warnings, or other protection necessary and shall assign the cost of such protection to the Contractor which the Contractor agrees to pay the Owner immediately upon being billed for the same.

      2. The Contractor shall avoid damage, as a result of his operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the Owner and others and he shall at his own expense repair any damage thereto caused by his operations.

      3. The Contractor hereby agrees that he shall be responsible to the extent not covered by insurance for loss or damage by fire or theft of equipment, material, or other property of the Owner, incurred while such equipment, material or other property is located in any field office or on the site of the work under this Contract and the Contractor further agrees that he shall repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Owner at no additional cost to the Owner.

      4. The Contractor or any subcontractor shall be responsible for loss or damage to any property owned by or in the care, custody, or control of the Contractor or subcontractor, as the case maybe, which does not become a permanent part of the work.

      5. The Contractor shall familiarize himself with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property and wherever required by law the Contractor shall shore-up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of each work site, which may be in any way affected by the excavations or other operations connected with the work.

      6. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property Owner or other party and such notice or notices shall be served in sufficient time as not to delay the progress of the work.
7. The Contractor shall indemnify, save and keep the Owner harmless from any loss, expense or damages on account of settlements or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjacent and adjoining structures and their premises, caused by the execution, or other operations, connected with the work. The provisions of this paragraph shall include also and apply to any liabilities and duties placed upon the Owner as Owner or occupant of the property on which the improvements provided for herein are to be constructed, by the provisions of an Act entitled “An Act to prescribe the duty of an Owner or occupant of lands upon which excavations are made in reference to the furnishing of lateral and subjacent support to adjoining lands and structures thereon”. See 765 ILCS 140/1 et seq.

8. The Contractor shall be responsible for final clean up on each construction permit. The cost for final clean-up will not be paid for under any specific item but shall be included in the Contractor's proposal for the work.

C. Precautions and Safety

The following list contains site protection and safety issues which, if not maintained or remedied within seven days of notice shall be cause for termination of this Contract.

1. The Contractor shall take all precautions that may be necessary to render all portions of the work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the work. The Contractor shall furnish and install, subject to the approval of the Owner, all necessary facilities to provide safe means of access to all points where work is being performed and make all necessary provisions to insure the safety of workers, and the Owner’s personnel during the performance of said work. The Contractor will be required to conduct his work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on any work or any public facility.

2. Only such materials and equipment as are necessary for the prosecution of the work under this Contract, as determined by the Owner, shall be placed, stored or allowed to occupy any such space at any work site. If gasoline, flammable oils or other highly combustible materials are to be stored at any work site, they shall be stored in approved safety containers and placed where directed by the Owner.

3. The Contractor shall prohibit all lighting of fires in or around the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and shall use due diligence to see that such prohibition is enforced. "NO SMOKING" signs shall be furnished and posted by the Contractor.
   a. No debris or waste materials shall be burned at any work site.
   b. During work, all cutting or welding operations shall be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care shall be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens shall be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguisher shall be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant shall be placed nearby.
   c. Combustible material, such as wood, crates, excelsior paper, rags or flammable solvents shall not be allowed to accumulate; but, shall be removed in Contractor provided dumpsters to a safe location and disposed of immediately after they have served their purpose.
   d. Concentration of gas fumes shall be reported immediately by the Contractor who shall be responsible for clearing the area, and notifying the Owner and the utility company. All operations in the area shall be suspended until the source of such fumes has been located and corrected.
The Contractor shall arrange for the installation of necessary fire protection lines and equipment as required by the local fire Marshall or the Owner’s Fire Department and as necessary to properly protect any building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested, approved for use by the Owner in writing for temporary use. Salamander heaters or similar forms of uncontrolled heaters shall not be used except with the special written permission of the Owner and the Owner’s Fire Owner and then only when each salamander is maintained under constant supervision.

Gasoline shall be kept in handled from approved safety cans.

All tarpaulins used for any purpose shall be made of fire, water and weather-resistant

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 work from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Contractor upon completion of the work.

D. Occupancy Interference
1. The Contractor shall comply with any and all requirements imposed by the Owner in order to minimize the interference of the work with the normal conduct of business in or around the portions of any buildings or structures in use at the site of any work.

2. Upon the Owner’s direction, the buildings or structures which are presently in full time use and operation at the site of any work, will continue in normal use during performance of the work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.

3. The Contractor will provide written notification to the Owner requesting any anticipated interruption in facilities at least two (2) weeks prior to the proposed interruption, allowing for temporary relocation of personnel, operations and equipment during the work. The Contractor shall provide any temporary facilities deemed necessary by the Owner due to an interruption of facilities. The Owner, in his sole discretion, will determine the procedures, times of day and dates that the Contractor may accomplish the work and may reject or modify the Contractor's proposal.

4. Storage of all material and/or equipment shall be located in areas as designated and approved by the Owner, scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and/or vehicular areas at any work site.

5. All utility outages shall be scheduled through the F&S Service Office.

E. UI Special Procedures and Requirements
1. Limit of Contractor's Operations:
   a. Work Areas: Work areas outside the building shall be confined to the limits of the construction site. The general scheme of operations, work area assignments, and use of the job site shall be subject to the approval of the Owner’s Rep.
   
   b. Building Access: Uncontrolled or unrestricted access will not be permitted through either an existing building or new building site for materials, debris or equipment. All access routes and methods shall be controlled by the Contractor so as to minimize the disruption of the Owner’s
operations and shall be subject to approval by the Owner's Rep. Doors, windows, stairs and floors used in moving materials shall be properly protected to prevent damage thereto.

c. Site Security: Full-time watchmen will not be specifically required, but the Contractor shall provide inspection of the building and site daily while the work is in progress and shall take whatever measures are necessary to secure the building from theft, vandalism and unauthorized entry.
APPENDIX VI. PROJECT LABOR AGREEMENT
AGREEMENT
Between the
EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL
And the
THE UNIVERSITY OF ILLINOIS at URBANA-CHAMPAIGN

1. This Agreement is entered into to facilitate the timely completion of construction and renovation projects at the University of Illinois at Urbana-Champaign (UIUC). The UIUC's academic year schedule, and related student needs, requires the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging UIUC students. Skilled craftsmen are needed by UIUC to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the UIUC, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at UIUC.

2. The UIUC agrees to include the attached Project Labor Agreement (PLA), or mutually agreed successor versions, as part of Advertisements for Bids and Request for Proposals on selected construction projects as determined by UIUC.

3. Any firm, union affiliated or not, may bid on the project. Successful bidders must become party to the Project Labor Agreement to be awarded a contract. This Agreement applies only to selected UIUC projects at Champaign-Urbana, Illinois.

4. The East Central Illinois Building & Construction Trades Council (ECIBCTC), its member Unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in UIUC projects covered by a PLA. Any interference, whether lawful or not, shall terminate this Agreement.

5. In the event that no qualified bidders bid on a project or portion thereof, UIUC reserves the right to request new proposals without including the Project Labor Agreement.

6. The terms of this agreement is three (3) years beginning January 1, 2012 and ending on December 31, 2014.

7. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety (90) days prior to the expiration date.
IN WITNESS WHEREOF, the ECIBCTC and University has caused this Agreement to be executed in their respective capacities effective this day, January 1st, 2012.

University of Illinois
Urbana-Champaign
(UIUC)

[Signature]
Comptroller

East Central Illinois Building & Construction Trades Council
(ECIBCTC)

[Signature]
President of ECIBCTC

[Signature]
Secretary of Board of Trustees

[Signature]
Vice President of ECIBCTC

[Signature]
Associate Vice President for Human Resources

[Signature]
Sec/Treasurer of ECIBCTC

[Signature]
Associate Provost for Human Resources

[Signature]
Executive Director, Facilities & Services

APPROVED AS TO FORM:

[Signature]
Office of University Counsel

Agreement between UIUC & ECIBCTC – Extended 2012-2014

Page 2 of 2
East Central Illinois Building & Construction Trades Council  
Project Labor Agreement

This Agreement is entered into this ______ day of ________, ________ by and between ___________________________ and the East Central Illinois Building and Construction Trades Council for and on behalf of its affiliates, individually and collectively, hereinafter referred to as the Union. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the ___________________________ hereinafter referred to as the Project.

Article 1 - INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockout, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon ___________________________ and all its sub-contractors (herein jointly referred to as Contractor), who shall be required to sign the Participation Agreement, attached hereto as Schedule A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This agreement may be modified by mutual consent in writing by the parties signatory hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary.
1.3 The Contractor and the Union agree that should the collective Bargaining Agreement
(CBA) of any East Central Illinois Building and Construction Trades Council (ECIBCTC)
Affiliate signatory to this Agreement expire prior to the completion of this project, the expired
contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits
included in any new CBA will be effective on the effective date of the newly negotiated CBA
unless wage and fringe benefit retroactivity is agreed upon by both bargaining parties.

ARTICLE 2 - RECOGNITION

2.1 The Contractor recognizes the ECIBCTC and the signatory affiliates as the sole and
exclusive bargaining representatives for its craft employees employed on the jobsite. ECIBCTC
affiliates signatory to this Agreement will have recognition on the project for their craft.

ARTICLE 3 - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote
harmony and address potential problems, a pre-job conference will be held with the Contractor,
ECIBCTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the ECIBCTC shall meet as required but not less
than once a month to review the operation of this Agreement. The representatives at this
meeting shall be empowered to resolve any dispute over the intent and application of the
Agreement.

3.3 The Contractor shall make available in writing to the ECIBCTC no less than one week
prior to these meetings, a job status report, planned activities for the next 30 day period, actual
numbers of craft employees on the project and estimated numbers of employees by craft required
for the next 30 day period. The purpose of this report is to allow time to address any potential
jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the
continuous progress of the project through a lack of planning or shortage of manpower.

ARTICLE 4 - HOURS OF WORK OVERTIME SHIFTS AND HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between
the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch.
The standard work week shall be five (5) consecutive days of work commencing on Monday.
Starting time, which is to be established at the pre-job conference, will be applicable to all craft
employees on the project. Should job conditions dictate a change in the established starting time
and/or a staggered lunch period on certain work of the project or with individual crafts, the
Contractor, Business Managers of the crafts involved and the ECIBCTC shall mutually agree to
such changes. If work schedule change cannot be mutually agreed to between these parties, the
hours fixed in the Agreement shall prevail.
4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft’s current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

(a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft’s Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor. Shift pay shall be in accordance with each craft’s current Collective Bargaining Agreement.

(a) Shifts when established shall continue for a minimum of five (5) consecutive days.

4.4 Recognized Holidays shall be as follows: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. No work will be performed on Labor Day under any consideration, except in an extreme emergency and then only after consent has been given by the Business Manager.

ARTICLE 5 - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

ARTICLE 7 - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.
7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremans ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 The Contractor may establish such reasonable project rules as the contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the contractor.

7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.
ARTICLE 8 - SAFETY

8.1 The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OHSA.

(a) These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OHSA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the ECIBCTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

ARTICLE 9 - SUBCONTRACTING

The Project Contractor agrees neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, with the exception of ready mix, aggregate, asphalts, brick, block, drywall, and trash removal.

ARTICLE 10 - UNION REPRESENTATION

10.1 Authorized representatives of the ECIBCTC and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each ECIBCTC affiliate, which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be
the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to
discharge to the same extent that other employees are only after notification to the Union
Representative. The Contractor will permit stewards sufficient time to perform the duties
inherent to a steward’s responsibilities. Stewards will be offered available overtime work if
qualified.

ARTICLE 11 - DISPUTES AND GRIEVANCES

11.1 This Agreement is intended to provide close cooperation between management and labor.
Each of the Unions will assign a representative to this Project for the purpose of completing the
construction of the Project economically, efficiently, continuously, and without interruption,
delays, or work stoppages.

11.2 The Contractors, Unions, and the employees, collectively and individually, realize the
importance to all parties to maintain continuous and uninterrupted performance of the work of
the project, and agree to resolve disputes in accordance with the grievance-arbitration provisions
set forth in this Article, accept when any craft which has a no strike, no lockout grievance
procedure which results in final and binding arbitration, then they shall use their local grievance
procedures to settle such disputes.

11.3 Any questions or dispute arising out of and during the term of this Project Agreement
(other than Trade jurisdictional disputes) shall be considered a grievance and subject to
resolution under the following procedures:

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or
she is aggrieved by a violation of this Agreement, he or she, through his or her local union
business representative or job steward, shall, within five (5) working days after the occurrence of
the violation, give notice to the work-site representative of the involved Contractor stating the
provision(s) alleged to have been violated. The business representative of the local union or the
job steward and the work-site representative of the involved Contractor and the Project
Contractor shall meet and endeavor to adjust the matter within three (3) working days after
timely notice has been given. The representative of the Contractor shall keep the meeting
minutes and shall respond to the Union representative in writing (copying the Project Contractor)
at the conclusion of the meeting but not later then twenty-four (24) hours thereafter. If they fail
to resolve the matter within the prescribed period, the grieving party may, within forty-eight 48
hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to
writing, setting forth the relevant information concerning the alleged grievance, including a short
description thereof, the date on which the grievance occurred, and the provision(s) of the
Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a
dispute with the other party and, if after conferring, a settlement is not reached within three (3)
working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner
as outlined herein for the adjustment of an employee complaint.
Step 2: The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3: (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.4 The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE 12 - JURISDICTIONAL DISPUTES

12.1 As used in this Agreement, the term “jurisdictional dispute” shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor’s contractual relationship to any other employer, contractor or organization on the site.

12.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner, each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

(b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.
(c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph (2b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator’s decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.

(d) A jurisdictional dispute may be submitted upon a pre-job assignment.

(e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by “automatic default”.

(f) Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.

(g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 12.2(a) & 12.2(b) and proceed directly to an expedited arbitration hearing.

12.3 The signatory parties to this Agreement agree that all jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge

ARTICLE 13 - WORK SToppAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the ECIBCTC, its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The ECIBCTC and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the ECIBCTC nor its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease
any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breech of this Article is alleged, after all involved parties have been notified.

(a) The party invoking this procedure shall notify an individual to be mutually agreed upon; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.

(b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) after the telegraph notice to all parties involved as required above.

(c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator’s Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party’s right to participate in a hearing for a final order of enforcement. The Court’s order or orders enforcing the Arbitrator’s Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE 14 - GENERAL SAVINGS CLAUSE

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Employer and the Union shall suspend the operation of such Article and provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

ARTICLE 15 - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.
IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on the _______________ day of ________________________, 20__.

Contractor Signature

East Central Illinois Building & Construction Trades Council (ECIBCTC)

Print Name

ECIBCTC President by resolution and authority of the signatory trade unions of the Project Labor Agreement

Title

Asbestos Workers LU #18
Bricklayers & Tilesetters LU #8
Boilermakers LU #60
Carpenters LU #44
Electricians LU #601
Glaziers LU #1168
Ironworkers LU #380
Laborers LU #703
Millwrights LU #1051
Operating Engineers LU #841
Painters LU #363
Plasterers & Cement Masons LU #143
Plumbers & Steamfitters LU #149
Road Sprinkler Fitters LU #669
Roofers LU #97
Sheet Metal Workers LU #218
Teamsters LU #26

Company Name

City, State, Zipcode

Phone

Fax

Email

Website
Participation Agreement

The undersigned Project Contractor, Contractor or subcontractor, subcontracting to

________________________________________________________________________

agrees to be bound to the attached

Project Agreement negotiated between________________________________________________________________________and the

Project Contractor, Contractor, Subcontractor

____________________________________________________________________

By

____________________________________________________________________

Date
Signatures for the Unions:

[Signatures of union members]

Asbestos Workers LU #18  Date
International Association of Heat & Frost Insulators

Bricklayers & Tilesetters LU #8  Date
International Union of Bricklayers & Allied Craftworkers

Boilermakers LU #60  Date
International Brotherhood of boilermakers, Ironship Builders, Blacksmiths, Forgers and Helpers

Carpenters LU #44  Date
United Brotherhood of Carpenters & Joiners of America of Mid Central Illinois Regional Council

Electricians LU #601  Date
International Union of Electrical Workers

Glaziers LU #1168  Date
International Brotherhood of Painters & Allied Trades

Ironworkers LU #380  Date
International Association of Bridge, Structural & Ornamental Iron Workers

Laborers' LU #703  Date
Laborers' International Union of North America Laborers

Millwrights LU #1051  Date
United Brotherhood of Carpenters & Joiners of America of Mid Central Illinois Regional Council

Operating Engineers LU #841  Date
International Union of Operating Engineers

Painters LU #363  Date
International Brotherhood of Painters & Allied Trades

Plasterers & Cement Masons LU #143  Date
Operative Plasterers & Cement Masons' International Association of the United States and Canada

U of I – ECIBCTC PLA Extended 2012-2014
Signatures for the Unions:
(continued):

Plumbers & Steamfitters LU #149 Date
United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States & Canada

Edward Young
For Bus. Mgr. John D. Bodine
Road Sprinkler Fitters LU #669 Date
United Association of Journeymen & Apprentices of the Plumbing & Pipe Fitting Industry of the United States & Canada

William K. Bates 9/6/11 Date
Roofers LU #97

United Union of Roofers Waterproofers & Allied Workers

Robert H. Champion, Jr. 9/8/11
Sheet Metal Workers LU #218 Date
Sheet Metal Workers International Association

James L. Con 9-12-11
Teamsters LU #26
International Brotherhood of Teamsters
ADDENDUM A: Union Contact List

Boilermakers LU #60
Cooper, Kirk W.
Company: Boilermakers LU #60
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Business Fax: (309) 266-7359
Mobile Phone: (309) 339-9815
Web Page: http://www.teamclmc.org
E-mail: kcooper@boilermakers60.org

Boilermakers LU #60
Lusk, Gary L.
Company: Boilermakers LU #60
Full Name: Gary L. Lusk
Job Title: Business Manager
425 W. Edgewood Court
Morton, IL 61550-2497
Business Phone: (309) 266-7144
Business Fax: (309) 266-7359
Web Page: http://www.teamclmc.org
E-mail: glusk@boilermakers60.org

Boilermakers LU #60
Nelson, Matthew D.
Company: Boilermakers LU #60
Full Name: Matthew D. Nelson
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Morton, IL 61550-2497
Business Phone: (309) 266-7144
Business Fax: (309) 266-7359
Mobile Phone: (309) 339-9860
Web Page: http://www.teamclmc.org
E-mail: mnelson@boilermakers60.org

Bricklayers & Tile Setters LU #8
McCall, Daniel
Company: Bricklayers & Tile Setters LU #8
Full Name: Daniel McCall
Job Title: President
3301 N. Boardwalk Drive - P.O. Box 6569
Champaign, IL 61826-6569
Business Phone: (217) 356-0419
Business Fax: (217) 356-0694
Mobile Phone: (217) 369-4165
Web Page: http://www.bac8il.org
E-mail: bac8il@egix.net

Bricklayers & Tile Setters LU #8
Spence, Peter
Company: Bricklayers & Tile Setters LU #8
Full Name: Peter Spence
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P.O. Box 6569
Champaign, IL 61826-6569
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Business Fax: (217) 356-0694
Mobile Phone: (217) 369-9967
Web Page: http://www.bac8il.org
E-mail: jthomas@egix.net

Carpenters LU #44
Johnson, Randy
Company: Carpenters LU #44
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Business Fax: (217) 356-2361
Mobile Phone: (217) 622-4104
Web Page: http://www.teamclmc.org
E-mail: clocal44@yahoo.com

Glaziers LU #1188
Anderson, Chad
Company: Glaziers LU #1188
Full Name: Chad Anderson
Job Title: Business Representative
212 S. First Street
Champaign, IL 61820-4166
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Business Fax: (217) 356-0381
Mobile Phone: (619) 718-9538
Web Page: http://www.teamclmc.org
E-mail: Painterst.7c33@gmail.com

Heat & Frost Insulators LU #18
Collier, Scott
Company: Heat & Frost Insulators LU #18
Full Name: Scott Collier
Job Title: Business Manager
3302 S. East Street
Indianapolis, IN 46227
Business Phone: (317) 798-3216
Business Fax: (317) 798-3553
Mobile Phone: (317) 557-0535
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IBEW LU #601
Hensler, Rich
Company: IBEW LU #601
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Business Fax: (217) 352-9210
Mobile Phone: (217) 493-4239
Web Page: http://www.ibew601.org
E-mail: r.hensler@ibew601.org
IBEW LU #601
Herbert, Mike
Company: IBEW LU #601
Full Name: Mike Herbert
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3301 N. Boardwalk Drive
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Ironworkers LU #380
Diskin, Sam (Brian)
Company: Ironworkers LU #380
Full Name: Sam (Brian) Diskin
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Business Fax: (217) 367-6614
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Web Page: http://www.teamlcmc.org
E-mail: lwLu380@aol.com

Laborers Local #703
Davenport, Russell "Rusty"
Company: Laborers Local #703
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Laborers Local #703
Hall, Chip
Company: Laborers Local #703
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Business Fax: (217) 384-2122
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Millwrights LU #1051
Friesland, Tommy
Company: Millwrights LU #1051
Full Name: Tommy Friesland
Job Title: Business Agent
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Operating Engineers LU #841
Wombles, Michael W.
Company: Operating Engineers LU #841
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Painters LU #363
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212 S. First Street
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Business Fax: (217) 356-0381
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E-mail: PainterstLocal363@comcast.net

Plasterers & Cement Masons LU #143
Butler, Chris
Company: Plasterers & Cement Masons LU #143
Full Name: Chris Butler
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Business Fax: (217) 356-9334
Mobile Phone: (217) 621-9313
Web Page: http://www.teamclmc.org
E-mail: local143office@OPCMI43.org

Plasterers & Cement Masons LU #143
Mozingo, Jeff
Company: Plasterers & Cement Masons LU #143
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Business Fax: (217) 356-9334
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E-mail: local143office@OPCMI43.org
Plumbers & Steamfitters LU #149
Brewer, Stephen E.
Company: Plumbers & Steamfitters LU #149
Full Name: Stephen E. Brewer
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Business Fax: (217) 359-9875
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E-mail: sbrewer@ualocal149.com

Plumbers & Steamfitters LU #149
Langendorf, Matt
Company: Plumbers & Steamfitters LU #149
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Savoy, IL 61874
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Business Fax: (217) 359-9875
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Road Sprinkler Fitters #669 District #38
Young, Eddie
Company: Road Sprinkler Fitters #669 District #38
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Business Phone: (636) 230-7669
Business Fax: (636) 230-8669
Mobile Phone: (314) 799-4669
Web Page: http://www.sprinklerfitters669.org/
E-mail: sprinkler669@att.net

Roofers LU #97
Bates, Keith
Company: Roofers LU #97
Full Name: Keith Bates
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3301 N. Boardwalk Drive
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Business Fax: (217) 369-4722
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Sheet Metal Workers LU #218
Champion, Bob
Company: Sheet Metal Workers LU #218
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Teamsters LU #26
Cross, Jim
Company: Teamsters LU #26
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Teamsters LU #26
Donovan, Tim
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