

**INVITATION TO SUBMIT BID PROPOSAL**  
**8928**

**Project:** The Board of Trustees of the Southern Illinois University governing Southern Illinois University Edwardsville hereby requests sealed bids to furnish all labor, equipment, tools and materials to renovate existing athletic office space in the Vadalabene Center located on the Edwardsville campus of Southern Illinois University Edwardsville. Work will include new lighting throughout, new ceiling pads, painting of the walls and ceiling grid as well as minor demolition of some office partitions to create a new conference room. Project will be completed in two phases and bids will be received directly from general contractors.

**Bid Dates:** Bids will be received until 2:00 p.m. prevailing time on August 27, 2013. Immediately after closing time for receiving bids, they will be opened publicly in the Purchasing Conference Room at the Supporting Services Building.

All resulting contracts issued against this bid will have required terms to provide full compliance with Illinois Public Act 96-0795,

<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0795> .

These terms will apply to the awarded contractor and their subcontractors and include but are not limited to disclosure of financial interests, annual certifications and filing of subcontracts.

**Bid Document Sources:** Bid documents may be obtained on the Higher Education Bulletin, [www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us). No plans will be distributed by SIUE or the Engineer.

**Bid Document Review Sets:** For the convenience of bidders, complete sets of documents will be on file at the Office of Southern Illinois Builders Association, 1468 Green Mount Road, O'Fallon, Illinois.

**Prequalification:** Bidders who have not completed and returned their prequalification statement which is valid for the period January 1, 2013 through December 31, 2013, will be required to prequalify in accordance with the bidding contract provision - Document PQ00250 Prequalification Documents. Firms may verify their prequalification status by contacting Shelly at (618) 650-3265. The prequalification document will be due at the SIUE Purchasing Office a minimum of three days prior to the bid opening. Bids will not be accepted from Contractors who have not submitted and received approval of the SIUE Prequalification Statement.

In addition to completing SIUE's prequalification statement, all bidders may qualify to submit bids to state universities of Illinois only if they are a legal entity authorized to do business in Illinois **prior** to submitting the bid. All first-tier subcontractors also meet this requirement. This applies to both in-state and out-of-state firms. Failure to provide the Certificate of Good Standing (or other qualifications as noted in the form included with this document) with your bid will result in your bid being considered as non-responsive.

**Pre-bid Conference:** A mandatory pre-bid conference for all those interested in bidding the project will be held on August 19, 2013 at 10:00 a.m. in the Supporting Services Building. Representatives of the University and BRiC Partnership will be present to answer questions

regarding the project and bidding procedures. All prospective bidders are required to attend. All representatives must be in the conference room of the Supporting Services by 10:10 and must stay for the entire meeting and site visit. All contractors are required to sign in and sign out after site visit. If contractor is late or leaves before the completion of the meeting or site visit, the contractor will not be considered attending the pre-bid conference.

**Questions:** All questions must be e-mailed to Shelly Albert, [malbert@siue.edu](mailto:malbert@siue.edu), by August 21, 2013, 12:00 p.m. Questions submitted after this date may not receive a response. Answers to all questions will be addressed in the form of an addendum and will be sent to all plan holders and plan houses. Questions should not be addressed to any other SIUE or a BRiC Partnership representative. If contact of any kind occurs with any other representative, this will be grounds for disqualification.

**Statutory Requirements:** The successful bidder will be required to comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority which are applicable to the work or to the project. The successful bidder shall pay current prevailing wage rates as posted on the Illinois Department of Labor's website and shall utilize equal employment opportunity hiring practices in connection with this project.

The University reserves the right to reject any and all bids.

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Shelly Albert  
Purchasing Officer

## INSTRUCTIONS TO BIDDERS

1. All bids shall be based upon the following:
  - a. Invitation to Submit a Proposal
  - b. Specifications and drawings provided
  - c. AIA General Conditions
  - d. SIU Supplemental General Conditions
  - e. Addenda (if any)
  - f. Proposal Sheets
2. Bid proposals shall be executed and submitted on the form/s provided therefore by the Director of Purchasing of Southern Illinois University Edwardsville. Only the Proposal Sheet/s and enclosures or brochures (if any) are to be returned. The sealed bid (proposal) shall be delivered to the Office of the Director of Purchasing of Southern Illinois University Edwardsville, Box 1012, Edwardsville, IL 62026. The Purchasing Office is located in the Supporting Services Building on the Edwardsville Campus.
3. Bids shall be submitted on SIUE's bid form provided. The bidder shall not make changes in the bid form or bid bond provided by SIUE. The bidder shall fill in all relevant blank spaces including alternate bids and unit prices (if applicable) in ink or typewriter, not in pencil.

**Price Determination:** Submission of a bid price cannot be determined if:

- A. Words and figures are not identical in form or amount; the amount shown in words will govern where such words are not ambiguous
- B. Words and figures are not identical in form or amount and the words are ambiguous; the figures will govern
- C. The intention and meaning are not clear; omissions or misspelling of words will not render the words ambiguous
- D. Both figures and words are ambiguous; the bid price will be considered indeterminate

4. By submitting a bid, the Contractor agrees to accept all of SIUE's contract terms. Submittal of conditions or qualifying statement contrary to SIUE's contract terms are not acceptable and unless rescinded, the bid shall be rejected. Qualifying statements that would modify the work should be avoided by gaining approval by SIUE prior to bidding.
5. The Bidder shall indicate in the space/s provided the bid amount/s.
6. Proposals which are signed for partnership are to be signed in the firm name by all partners or in firm name by Attorney-in-Fact. If signed by Attorney-in-Fact, there should be attached to Proposal a Power of Attorney evidencing authority to sign bid, dated as of or preceding date of the Proposal and executed by all partners of firm.

7. Proposals which are signed for corporation should have correct corporate name thereon and signature of authorized officer of corporation manually written below corporate name following words "By.....". Title of office held by person signing for corporation shall appear below signature of officer.
8. Proposals submitted on behalf of an association of persons or firms bidding on the Contract as a joint venture must be properly signed in accordance with the above directions by each of the persons or firms which is a part of the joint venture agreement.
9. Certified copy of the joint venture agreement must be attached to the proposal sheet. Joint ventures will not be accepted as Contractors unless the joint venture agreement or some other signed and legally binding instrument is certified and attached to the proposal sheet containing provision for one of the joint venturing firms or individuals, to be in full direction of the project and to exercise this direction through a single individual to be appointed Project Superintendent with the consent of all parties to the joint venture agreement.
10. Proposals which are signed by individual doing business under an assumed name should be signed in name of individual "doing business as....".
11. The name of each person signing the proposal shall be typed or printed below Proposer's signature.
12. All bids must be accompanied by a bid security in the amount of 5% of the total of their bid. A bid bond, certified check, bank draft, or cashiers' check is acceptable (personal or company checks are not acceptable). The security is to be payable to the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY GOVERNING SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE for the measure of any liquidated damage which said may sustain, and the proceeds thereof shall become the property of said if, for any reason, the Bidder:
  - a. Withdraws his bid proposal after the opening of the bid and prior to the time a formal written Agreement evidenced by the Contract has been signed and delivered to Southern Illinois University Edwardsville, whether or not the Bidder at the time of such withdrawal has been designated as the successful Bidder, or
  - b. Upon written notification of the award of Contract to him, he fails to properly sign and deliver to Southern Illinois University Edwardsville the written Contract within ten (10) days after receiving such written Agreement.

SIUE will retain all bid bonds. Certified/cashier checks and bank drafts will be retained for all responsible and responsive bidders until the awarded Contractor has complied with all post award requirements.

When, for any reason the bidder withdraws its bid within sixty (60) calendar days or any other specified period after the bid opening, or fails to comply with all post award requirements, such defaulting bidder and its surety shall pay to SIUE all costs incurred by SIUE for procuring the performance of the work including the difference between the dollar amount of the defaulting bidder's bid and the accepted bid if the accepted bid is higher. Such costs shall include, but not be limited to, the additional contract price paid for the work and additional costs for advertising and Architect/Engineer services. When such costs are less than the bid security, the defaulting bidder shall be entitled to the excess of its bid security. When the defaulting bidder is the sole bidder and , after an attempt to secure other bids by re-advertising none can be obtained, SIUE shall be entitled to the full amount of the bid security as liquidated damages.

13. A Bid Bond shall be subject to the approval of the University.
14. Attorneys-in-Fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be either the same as or precede the date of bond. The bond should be the same as or after the date of the Contract.
15. The Bidder guarantees the amount of the bid set down hereinbefore to be firm for sixty (60) days. By mutual agreement by consent in writing from the Contractor, the bid may be held open for an additional period of time.
16. The Awardee shall furnish an Indemnity Bond as called for in the General Terms and Conditions.
17. All bids shall be based on providing all products exactly as required by the bidding. Bidders may select only a named product and manufacturer. For products specified only be reference or performance standards, select any product which meets or exceeds standards, by any manufacturer, subject to SIUE's approval.
18. SIUE reserves the right to sole source a supplier, manufacturer or subcontractor. This proprietary source will be clearly identified as the sole source in the project manual. Bidders shall include this item in their base or alternate bids. If the bidder identifies other items that are "de facto" proprietary by the nature of the specifications, the bidder is required to notify SIUE immediately upon discovery.

19. All substitutions must be submitted to [malbert@siue.edu](mailto:malbert@siue.edu) prior by 12:00 noon CDT, August 21, 2013 and a complete description of the desired change including any technical data and references for SIUE's evaluation. SIUE will include the modification by addendum if a request is approved.
20. A bidder may propose substitutions with a bid completing the product substitution form included in the project manual, subject to the provisions stated thereon. SIUE will review the product substitutions proposed by the low bidder prior to award of contract. Accepted substitutions will be so stated in the contract. Only proposed substitutions of the lowest responsible bidder will be considered. Proposed substitutions shall not be a consideration in the determination of the lowest responsible bidder for award.
21. SIUE reserves the right to reject any proposed substitution.
22. After notice of award, substitutions may only be approved by written change order under one of the following conditions:

Substitutions are required for compliance with final interpretations of code requirements or insurance regulations;

Unavailability of specified products, through no fault of contractor;

Subsequent information discloses inability of a specified product to perform properly or to fit in designated space;

Manufacturer/fabricator refusal to certify or guarantee performance of a specified product as specified; or

When a substitution would be substantially in SIUE's best interests
23. Submittal Requirements: When requested by SIUE, the Contractor shall submit complete data demonstrating compliance of the proposed substitution with contract documents:

An itemized comparison of proposed substitution with product or method specified;

data relating to changes in construction schedule, coordination, and other affected contracts;

accurate cost data on proposed substitution in comparison with product or method specified; and

accepted substitutions will be so stated in the contract
24. Representation: In making a request for substitution, Contractor represents that:

The proposed product is equal or superior to that specified;

It will provide an equal or superior guarantee for the substitution as was specified;

It will coordinate installation of accepted substitutions into work, making all changes for work to be complete; and

It will pay all additional costs and expenses for SIUE, A/E, and other contractors affected.

25. Restriction: Substitutions will not be considered by shop drawing, informal request or when acceptance will require substantial revision of contract documents.
26. Should a Bidder ascertain discrepancies, errors, or omissions in the documents, or specifications, or fail to understand the meaning thereof, he shall notify, in writing, Shelly Albert, Purchasing Officer of Southern Illinois University Edwardsville, Box 1012, Edwardsville, IL (malbert@siue.edu), who will send written instructions to all bidders, correcting and clarifying documents.
27. Bidders may withdraw, change, or modify proposals at any time prior to the time and date of official opening. No oral (only written, telegraphic, or other electronically transmitted hard copy modifications) to the proposal will be considered. All such transmittals shall be confirmed in writing (signed by an authorized representative) and postmarked no later than the date of the bid opening.
28. Any bidder may modify his bid by telegraphic communication any time prior to the scheduled closing time for receipt of bids provided such written telegraphic communication is received by Southern Illinois University Edwardsville prior to the closing time and, provided further, Southern Illinois University Edwardsville is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices of terms will not be known by Southern Illinois University Edwardsville until the sealed bid is opened.
29. If a bidder requests a withdrawal of the bid, bidder must establish, clearly and convincingly, that the bid was founded on a credible error or omission. SIUE shall review the evidence provided and make a determination. If SIUE finds that the evidence of the mistake is not credible, the request will be denied and the bid will stand. The request may be granted if evidence of the mistake is credible. If the bidder requests have been excessive sanctions may be imposed, including default of the bid security. Other sanctions may include denial of bidding privileges, revocation of responsibility determination, or other appropriate actions.
30. Bidder request for changes in or reformation of the bid after the bid opening shall not be granted.
31. All Bid proposals shall be in the hands of the Purchasing Agent of Southern Illinois University Edwardsville no later than date and time as shown on the proposal forms. Bids will be publicly opened and read aloud immediately after the closing time specified, in the Purchasing Office. Any bids received after the time and date specified for the receipt of bids will be returned to the bidder unopened.

32. At the time and address stated in the advertisement for bids, all bids will be publicly opened and read. The bid opening is open to the public and anyone may attend, but no bid information will be made available to the public during the period between the public bid opening and the award of the bid. All bids received after that time will be returned unopened to the bidder. Official time will be at SIUE as stamped or noted on the envelope by SIUE.
33. The public bid opening and reading of bids are for informational purposes only and are not to be construed as acceptance or rejection of any of the bids submitted.
34. Neither Southern Illinois University Edwardsville nor the owner's agent will be responsible for the delivery time of bids by the U.S. Postal Service.
35. Mr. Eric Rogers, BRiC Partnership, will coordinate work.
36. This transaction subject to rules and regulations governing procurement and bidding at Southern Illinois University Edwardsville adopted pursuant to the Illinois Procurement Code.
37. Southern Illinois University Edwardsville is an Affirmative Action Agency and is a cooperative agency for hiring minority workers. Pursuant to action by the Board of Trustees it is University policy that equal opportunity be realized in all facets of employment relating to the University and the expenditure of University funds. In furtherance of that policy, Bidders are advised that the Contract given in award of bid will, in all cases, impose the condition that the Bidder shall maintain diligent efforts to comply with the University's Affirmative Action Program, and such other affirmative action programs as may be applicable. In furtherance of such efforts to comply, all Contracts will require that diligent efforts be made, when seeking referrals, to obtain and utilize trainees. Contact the Urban League of Madison-St. Clair County, Alton, Illinois for referrals and/or the State of Illinois Department of Central Management Services - Minority and Female Business Enterprise Division, 801 William G. Stratton Bldg., Springfield, IL 62706 - Telephone No.: (217) 785-4320 (or such other agencies as may, from time to time, be certified by the Director of Purchasing of Southern Illinois University Edwardsville as qualified to provide minority group manpower).
38. The Purchasing Agent of Southern Illinois University Edwardsville shall have the right to reject any and all proposals and to waive any technicalities or informalities in the bidding, and to award in such a manner as is deemed to best serve the interests of the University.
39. Any and all references to Engineer, Campus Engineers, Associate University Architect, or Office of Architectural and Engineering Services, in Request for Quote documents shall be interpreted as BRiC Partnership.

40. Bidder to execute and return enclosed PC II form with bid.
41. Awardee to execute PC III as instructed on form.
42. No person shall be eligible to be awarded a Contract subject to the competitive bidding requirements of the Illinois Purchasing Code unless such person prior to bid opening has filed with the Illinois Department of Human Rights, 100 West Randolph, Room 10-100, Chicago, Illinois 60601, a properly completed and sworn Employer Report Form (Form PC-1) which is currently valid.
43. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Department of Human Rights Rules and Regulations for Public Contracts, the Contractor may be declared non-responsible and therefore 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 cancelled 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.
44. Access will be permitted to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights Rules and Regulations of Public Contracts.
45. Contracts will include verbatim or by reference provisions 1 through 7 in every performance subcontract as defined in Section 2.10 (b) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Department to be non-responsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
46. It is required that all bidders have on file financial information relative to ownership of bidding concern--as per requirements of Illinois Purchasing Code. See enclosed Illinois Public Higher Education Bidders Application form, which must be executed if such information is not on file with Southern Illinois University Edwardsville Purchasing Department.

47. All erasures or corrections in Proposals must be initialed by the person signing the Proposal.
48. During the performance of this Contract the Contractor agrees as follows:
  - a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or physical or mental handicap unrelated to ability; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
  - b) That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
  - c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, or physical or mental handicap unrelated to ability.
  - d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Department of Human Rights Act and the Department's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
  - e) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Department of Human Rights Act and the Department's Rules and Regulations for Public Contracts.

49. The bidder is specifically advised that any person, firm, or the party to whom it is proposed to award a subcontract under this Contract:

- a) Must be acceptable to the Owner, and must submit from each proposed subcontractor a certification of non-segregated facilities, in the same form as attached to the Proposal.
- b) Approval of the proposed Subcontractor Award cannot be given by the Owner unless and until the proposed Subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.
- c) Although the bidder is not required to attach such Certification by its proposed Subcontractors to the bid, the bidder is advised of this requirement so that appropriate action can be taken to prevent subsequent delay in Subcontract Awards.
- d) The Contractor shall, within ten (10) days after the award of the Contract and before performance by Subcontractor/s, submit to the Engineer in writing, the names, addresses, and respective amounts of money of Subcontractors and major suppliers proposed for the principal parts of the work and for such others as the Engineer and/or Owner may direct and shall not employ any that are not acceptable as provided above.

50. The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner, that such bidder is properly qualified to carry out the obligations of the Contract and to complete work contemplated herein. Conditional bids will not be accepted.

51. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

52. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, are utilized in the performance of any one or more contracts.

Under which any portion of the Contractor's obligation under any one or more Contracts is performed, undertaken, or assumed.

53. Bidder must agree not to commence work on or before a date to be specified in a written "Notice to Proceed" (Purchase Order) of the Owner and to fully complete the project within the number of consecutive calendar days thereafter as specified in the Proposal Form.
54. No bids on this work will be considered if submitted by Contractors of the 'broker' type who intend that their services shall be largely limited to supervision of their Subcontractors. Contractors will, therefore, be required to covenant to perform a minimum of thirty percent (30%) of the dollar value of the Contract with their own forces on-site and to **describe on own letterhead and attach to the proposal sheet** which categories of work will be performed by the Contractor's own forces or laborers of which trades will be on the bidder's own payroll.
55. To conform to the Steel Products Procurement Act, 30 ILCS 565, requires that all contracts for the construction, reconstruction, alteration, repair, maintenance or improvement of public works made of a public agency contain a provision that steel products used or supplied by the contract or a subcontract thereto, shall be manufactured or produced in the United States. Steel products means "products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

The provisions of this Act shall not apply:

- (1) Where the Contract involves an expenditure of less than \$500.
- (2) Where the executive head of the public agency certifies in writing that:
  - (a) The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements, or
  - (b) Obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%.
- (3) When its application is not in the public interest.

No public agency may authorize, provide for, or make any payment to any vendor or Contractor upon any Contract in violation of Section 4. It shall be a business offense for any vendor or Contractor to knowingly enter into

any Contract in violation of Section 4 or to knowingly violate Contract provisions required by Section 4. Each such violation shall subject the violator to a fine of the greater of \$5,000 or the payment price received by him as a result of such violation. The Attorney General is authorized to file and prosecute a complaint in the circuit court of any county in which the Contract was in whole or in part executed or performed.

56. Any Contract as a result of this bid may be subject to The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et. seq. (2002). This 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 with Illinois laborers are unavailable or incapable of performing the particular type of work involved. The term "Illinois laborer" is defined therein as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident. An exception to the above requirement is permitted by the statute in that the contractor may place up to three (3) of his regularly employed non-resident executive and technical experts on the job (up to six (6) in some specific instances), even though they do not qualify as Illinois laborers.
57. A Foreign Corporation is responsible for obtaining A CERTIFICATE OF AUTHORITY to transact business in the State of Illinois. A Foreign Corporation is a corporation organized under the laws of a state or country other than Illinois. Contact: Secretary of State, 217-782-6961.
58. Contractor shall be responsible for maintaining compliance with applicable Local, State, and/or Federal guidelines (e.g., OSHA, EPA, etc.) during the actual sandblasting activity and during clean-up and removal of all resulting debris to an approved off-campus location.
59. Certified Payroll Requirements (Public Act 94-0515)

The Contractor shall submit monthly to Owner a certified payroll consisting of a complete copy of the records required under section 120/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor and its Subcontractors, including Assigned Subcontractors, for services performed under the Contract Documents.

The certified payroll records must include for every worker employed on the public works project the name, each worker's name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, and 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 ever 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. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Certified payroll must be submitted with all pay applications.

60. 820 ILCS 305/26.1 (HB 1795, Public Act 95-0026)

Sec. 26.1. Misclassification of employees as independent contractors. The Department of Labor, the Department of Employment Security, the Department of Revenue, the Office of the State Comptroller, and the Illinois Workers' Compensation Commission shall cooperate under the Employee Classification Act by sharing information concerning any suspected misclassification by an employer or entity, as defined in the Employee Classification Act, of one or more employees as independent contractors.

61. Prevailing Wage – Substance Abuse (HB 1855, Public Act 95-0635)

The bidder certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with SIUE a written program that meets or exceeds the requirements of the Act. The requirements of this certification and disclosure are a material part of this Agreement and the bidder shall require this certification provision to be included in all sub-agreements.

62. The Veterans Preference Act: An Act to give preference to veterans of the United State military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions." (330 ILCS 55/0.01 et. seq. (2002)). This Act requires that preference in employment on public works projects be given to qualified veterans under certain conditions.

63. Public Works Employment Discrimination Act: Contractor shall comply with all applicable provisions of The Public Works Employment Discrimination Act (775 ILCS 10). The purpose of this Act is to ensure that no person shall 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 (775 ILCS 5), 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, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof.

64. The Illinois Human Rights Act: (775 ILCS 5/1 – 101 et. seq. (2000)). The purpose of this Act is to secure for all individuals within Illinois the freedom from discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, military status, sexual orientation, or unfavorable discharge from

military service in connection with employment, real estate transactions, 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.

65. The Health and Safety Act: An Act relating to the health and safety of person employed, vesting in the Director of Labor power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain Acts herein named.” (820 ILCS 225/0.01 et. seq. (2002)). It is the duty of every employer under the Act to provide reasonable protection to the lives, health and safety and to furnish to each of his employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to this employees. The Act further requires that occupational health and safety standards be complied with.
66. Vendors Legal Authorization: Vendors may qualify to submit bids to state universities of Illinois only if they are a legal entity authorized to do business in Illinois **prior to** submitting the bid. This applies to both in-state and out-of-state firms. Failure to provide the Certificate in Good Standing (or other qualifications as noted on the attached Vendor Legal Authorization Form) with your bid may result in your bid being considered as non-responsive. **Bidders must submit a true and correct copy substantiating legal registration (30 ILCS 500/1.15.80), according to the guidelines that are referenced on the Vendor Legal Authorization form. Specific information can be obtained from the Illinois Secretary of State.** First-tier subcontractors in which subcontracts exceed \$25,000 will be required to provide this same information to the awardee and to SIUE within 20 days of the award to the awardee of this bid.

67. Financial Disclosures/Conflict of Interest Forms and Subcontractor Reporting:

Section 20-120: All contracts/purchase orders shall state whether the services of a subcontractor will or may be used, including names and addresses of first-tier subcontractors in with contracts of \$50,000 or more and the expected amount of money each will receive. The awardee shall provide SIUE, who in turn will submit to the Chief Procurement Officer, a copy of any subcontracts within 20 days after the execution of the contract/purchase order or after execution of the subcontract, whichever is later. The awardee will notify SIUE and the Chief Procurement Officer promptly, if any time during the term of a contract the awardee add or changes any subcontractors. Subcontracts must include all the standard qualifications, certifications, representations and disclosures attachment as required under the Illinois Procurement Code. Awardee should copy these forms from this contract document and insure they are included and provided as part of all subcontracts.

Section 50-35 (a): All offers from responsive bidders with an annual value of more than \$50,000 and all subcontracts, copies of which must be provided by Section 20-120 of the

Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the bidder and each first-tier subcontractor to be used. The financial disclosure form of each successful bidder and its subcontractors shall be incorporated as a material terms of the contract and shall become part of the publicly available contract or procurement file maintained by the appropriate chief procurement officer. Each disclosure under this Section and Section 50-34 shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder or offeror, and must be filed with the Procurement Policy Board. All contractor and subcontractor disclosures will be filed as attachments to the award posting on the private side of the Illinois Higher Education Bulletin. These documents will not be available to the public.

The two apparent low bidders will have twenty-four hours after the bid due date and time to submit (on the form provided) subcontractors to be used on this project. All subcontractors name, address, phone, e-mail and anticipated amount of money each subcontractor is expected to receive must be included in this submission. Subcontractors are defined as those specifically hired to provide to the Awardee some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this bid, including sublessees from alessee of a State Agency.

68. Protest Review Office: Vendors may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules 44 ILL., ADMIN CODE 4.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation and related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise in the protest. The Protest Review Office's information is as follows:

Chief Procurement Office	
Attn: Protest Review Office	Phone: (217) 558-3724
Suite 513 Stratton Office Building	Fax: (217) 558-2164
401 South Spring Street	
Springfield, IL 62706	Illinois Relay: (800) 526-0844

If the protest is submitted via e-mail, it must be sent to both of the following e-mail addresses:

[Adam.Alstott@Illinois.gov](mailto:Adam.Alstott@Illinois.gov)

[EEC.CPOHE@illinois.gov](mailto:EEC.CPOHE@illinois.gov)

PROPOSAL SHEETS FOR CONTRACT

DUE DATE: August 27, 2013, 2:00 p.m.

PROPOSAL SHEETS  
TO FURNISH ALL LABOR AND MATERIAL  
TO RENOVATE EXISTING ATHLETIC OFFICE SPACE  
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE  
KNOWN AS "QUOTATION NO. 8928"

Proposal of \_\_\_\_\_ (hereinafter called "Bidder"):

- a corporation organized and existing under the laws of the State of \_\_\_\_\_.
- a partnership consisting \_\_\_\_\_.
- an individual trading as \_\_\_\_\_.

Strike out inapplicable provision.

TO THE BOARD OF TRUSTEES SOUTHERN ILLINOIS UNIVERSITY GOVERNING  
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE  
NANCY UFERT FAIRLESS, DIRECTOR  
EDWARDSVILLE, ILLINOIS

Bidder, in compliance with the invitation for bids to furnish all labor, equipment, tools, material, insurance, overhead and profit, and other costs associated with the renovation of existing athletic offices in the Vadalabene Center on the Edwardsville campus of Southern Illinois University Edwardsville, having examined the specifications with related documents and site of proposed work, and being familiar with all conditions surrounding construction of proposed project including availability of materials and labor, hereby propose to furnish all labor, material, and supplies, and to perform project in accordance with Contract Documents within time set forth herein, and at prices stated below. These prices are to cover all expenses, including any applicable taxes, incurred in performing work required under Contract Documents, of which this proposal is a part.

Bidder acknowledges receipt of following addenda and has included such in his proposal:

Addendum No. I, dated \_\_\_\_\_  
Addendum No. II, dated \_\_\_\_\_  
Addendum No. III, dated \_\_\_\_\_

This proposal consists of 10 pages

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Signature of Bidder

## PROPOSAL SHEETS FOR CONTRACT

All proposals shall be submitted without modification or reservation on this form, with each space properly filled. Proposals not on this form may be rejected.

Bidder agrees that this transaction is subject to rules and regulations governing procurement and bidding at Southern Illinois University Edwardsville adopted pursuant to the Illinois Procurement Code.

In the following proposal, amount to be shown in both words and figures. In case of discrepancy between amount shown by words and amount by figures, amount shown by words will govern. The Bidder agrees to furnish all labor, equipment, tools, material, insurance, overhead and profit, and any other costs associated with the renovation of existing athletic offices in the Vadalabene Center on the Edwardsville campus of Southern Illinois University Edwardsville, in strict accordance with the Instructions to Bidders, General Conditions, provisions of Specifications and Drawings, and Addenda (if any), for the sum/s as set forth below:

**Base Bid:** Renovate existing athletic office space in accordance with the plans and specs:

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

(Above to be in both written and numerical form)

Time is of the essence. Project must be substantially complete by December 20, 2013.

Please check the statement below that applies to the articles you are offering in this bid/proposal.

For the purposes of this question "manufactured in the United States" means in the case of assembled articles that final assembly occurred in the United States.

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

This proposal consists of 10 pages

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Signature of Bidder

00300-18

## PROPOSAL SHEETS FOR CONTRACT

We are unable to certify that all offered articles were/ will be manufactured in the United States.

Department of Human Rights Number: \_\_\_\_\_ /Expiration: \_\_\_\_\_

Lump Sum or Time and Materials Changes: The undersigned bidder agrees that the following percentages for combined overhead and profit shall be added to job costs for the net amount of work added to or deleted from the Contract by written lump sum or time and material change orders approved by the Architect/Engineer and the University.

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

- 1) Its own forces 18%
- 2) Its subcontractors 8%  
(including assigned subcontractors)
- 3) Assigned Prime Contractors 2.5% (Payable upon project completion)

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

- 1) Its own forces 0%
- 2) Its subcontractors 0%

Note: Taxes are considered as incidentals, as well as bonds and insurance costs and are not included in the percentages listed above nor should they be added to change orders submitted.

Bidder declares that he has had an opportunity to examine the site of work; that he has examined the Contract Documents; that he has carefully examined and checked this proposal, materials, equipment, and labor required thereunder, the cost thereof, and Contractor's figures thereof and hereby states that amount or amounts set forth in this proposal or in Bidder's computations upon which this proposal is based is correct and that Bidder agrees that he will make no claim for reformation, modification, revision or correction of this bid after scheduled closing time for receipt of bids.

In submitting this bid it is agreed that this may not be withdrawn for a period of sixty (60) days after scheduled closing time for receipt of bids. By mutual agreement by consent in writing from the Contractor, the bid may be held open for an additional period of time.

This proposal consists of 10 pages

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Signature of Bidder

## PROPOSAL SHEETS FOR CONTRACT

Bidder understands that Owner reserves the right to reject any or all bids and to waive any technicalities and/or informalities in the bidding, and to award in such a manner as is deemed to best serve the needs of the University.

### BIDDER'S CERTIFICATE

Bidder hereby certifies:

That this bid is genuine and is not made in interest or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation;

That the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid;

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.

### BID DEPOSIT

A Bid Deposit in the amount of five percent (5%) of the total base bid is required from each Bidder.

The Undersigned agrees that the Bid Deposit, a Certified Check, Bank Draft, or Cashier's Check, (personal or company checks are not acceptable) in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) (Dollars)

enclosed herewith, payable to Board of Trustees of Southern Illinois University governing Southern Illinois University Edwardsville, is the measure of liquidated damages which Southern Illinois University Edwardsville will sustain and that the proceeds thereof shall become the property of Southern Illinois University Edwardsville if, for any reason, the undersigned:

1. Withdraws the bid or proposal after the opening of the bids and prior to the time a formal written Agreement evidencing the Contract has been signed and delivered to

This proposal consists of 10 pages

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Signature of Bidder

**PROPOSAL SHEETS FOR CONTRACT**

University and a satisfactory performance payment bond has been furnished to University, whether or not the undersigned at the time of such withdrawal has been designated as the successful Bidder, or

2. Upon written notification of the award of Contract to him he fails to properly sign and deliver to University the written Agreement formally evidencing the Contract within ten (10) days after the written Agreement has been mailed to the undersigned for such execution, or
3. Fails to furnish indemnity bond as required by the Contract Documents to University within twenty (20) days after signing and delivering said written Agreement.

The Undersigned agrees that withdrawal of this bid proposal, or failure to sign the agreement shall automatically bar undersigned from any further consideration and terminate any and all rights undersigned may have acquired in, by, or through this bond or proposal.

The Contractor certifies that it is not barred from being awarded a Contract or Subcontract in accordance with the Illinois Procurement Code.

The Undersigned certified that they shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract in accordance with P.A 097-0369.

This proposal consists of 10 pages

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Signature of Bidder

**PROPOSAL SHEETS FOR CONTRACT**

**If a Corporation:**

Incorporated under the laws of: \_\_\_\_\_

(SEAL)

Name of Corporation: \_\_\_\_\_

State of: \_\_\_\_\_

Name and Title of Officers: \_\_\_\_\_

\_\_\_\_\_

Address for Communication: \_\_\_\_\_

\_\_\_\_\_

Foreign Corporation is responsible for obtaining A CERTIFICATE OF AUTHORITY to transact business in the State of Illinois. A Foreign Corporation is a corporation organized under the laws of a state or country other than Illinois. Contact: Secretary of State, (217) 782-6961.

Bidder certifies that it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

This proposal consists of 10 pages

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Signature of Bidder

00300-22

**PROPOSAL SHEETS FOR CONTRACT  
PARTNERSHIP:**

State names and City and State of residence of all partners:

Name of Partnership: \_\_\_\_\_

Name	City	State	Name of Partnership
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Name	City	State	Name of Partnership
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Address for Communication

**IF AN INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME:**

State City and State of residence: \_\_\_\_\_

(dba – firm name): \_\_\_\_\_

(Name and Style of): \_\_\_\_\_

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

**IF AN INDIVIDUAL:**

State City and State of residence: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Address for Communication: \_\_\_\_\_

This proposal consists of 10 pages

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Signature of Bidder

**PROPOSAL SHEETS FOR CONTRACT**

IF A JOINT VENTURE:

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State Name, City and State of Residence of all Joint Ventures

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Name	City	State
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Name	City	State
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Each Bidder, including each party or any joint venture, must complete proposal form by signing on proper signature line above and by supplying required information called for in connection with signature. Information called for is necessary in proper preparation of Contract. Please see that it is correct.

This proposal consists of 10 pages

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Signature of Bidder

00300-24

## PROPOSAL SHEETS FOR CONTRACT

### SUMMARY OF WORK EXPERIENCE

Similar contract completed within the last five years (at least 3 projects).

Project & Location	Contract Type & Final Amount	Start & Completion Dates*	Name & Phone No. of Owner & A/E References

\*month/year

All Contracts under construction:

Project & Location	Contract Type Current Amount & Percent Complete	Start and Completion Due Dates*	Name & Phone No. of Owner & A/E References

\*month/year

This proposal consists of 10 pages

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Signature of Bidder

00300-25

## PROPOSAL SHEETS FOR CONTRACT

Awards pending:

Project & Location	Contract Type & Amount	Expected Start and Completion	Name & Phone No. of Owner & A/E References

Enclosures/Forms to be returned with bid:

1. DHR - PC Form I (to be completed & submitted to Chicago address if a valid # is not on file)
2. Prequalification Statement (**to be returned prior to the bid opening**)
  - 2a. Disclosure of Business in Iran (part of prequalification package)
  - 2b. Board of Elections Statement (part of prequalification package)
  - 2c. Certifications and Conflicts (part of prequalification package)
  - 2d. Vendors Legal Authorization (Certificate of Good Standing part of prequalification package)
  - 2e. Substance Abuse Policy (part of prequalification package)
  - 2f. References
3. Project Labor Agreement (to be returned with bid)
4. PC II Form (to be returned with bid)
5. Standard Qualification, Certifications, Representations & Disclosures (to be completed by first-tier subcontractors of \$50,000 or more and returned with subcontract agreement within 20 days of award)
6. Certified Transcript of Payroll (informational)
7. Contractor Safety Program (informational)
8. Prevailing Wage Rates (informational)
9. Bid Bond (to be returned with bid)
10. Product Substitution Form
11. No Bid Reply Form
12. Subcontractor Info (to be completed and e-mailed within 24 hours of bid opening)
13. New Disclosure and Financial Interest Form (to be returned with bid)
14. 30% Workforce Letter (Composed on letterhead and returned with bid)

This proposal consists of 10 pages

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Signature of Bidder

**A.I.A. GENERAL CONDITIONS**

The General Conditions of the Contract for  
construction for this project shall be as  
stipulated in the A.I.A. "General Conditions  
of the Contract for the Construction of  
Buildings" and marked A.I.A. Document No. A-201  
dated August, 1997, shall govern work under this  
Contract, except as amended by the Southern Illinois University  
Edwardsville Supplemental Conditions attached hereto.

**SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE  
SUPPLEMENTAL GENERAL CONDITIONS**

1. The conditions contain modifications and additions to the General Conditions. Where any part of the General Conditions is modified or voided by these conditions, the unaltered portions shall remain in effect.
2. Contractor shall provide any and all necessary materials and labor to make installation completely satisfactory, workable, and acceptable to the Engineer.
3. During the performance of the Contract no substitution shall be allowed without prior written approval of both the Engineer and the Owner. Where two or more items are listed in specifications, the selection among those items listed is the Contractor's option.
4. Successful Bidder must comply (on the University form) with the Insurance and Hold Harmless requirements. Contractor shall not commence work under this Contract until they have obtained all the insurance required and such insurance has been approved by the University, nor shall the Contractor allow any Subcontractor to commence work on the Subcontract until any insurance which may be required of the Subcontractor has been obtained and approved. Minimum acceptable rating of Insurer to be B:V in "Best" latest Insurance Manual.
5. Contractor is responsible for patching and repairing of any property damaged while performing.
6. Contractor shall be responsible for the cleaning up of rubbish and removal of same occasioned by the work. All trash must be removed from campus and disposed of in a legal manner. No burning will be permitted on campus.
7. It shall be recognized by all Contractors engaged on the work that the premises must be kept clean and free from the fire hazard occasioned by rubbish.
8. If the Engineer should deem it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value, together with a fair allowance for damage, shall be deducted from the Contract amount due. The value of such deduction shall be determined by the Engineer.
9. The Contractor shall promptly remove from the premises all materials which fail to conform to the Contract, as certified by the Engineer, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute its own work in accordance with the Contract and without expense to the University and shall bear the expense of making good all work destroyed or damaged during such removal and/or replacement.

10. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, University may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the University may, upon ten (10) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor, or the University may deduct the cost of removal and storage from the Contract compensation due the Contractor.
11. Neither final certificate for payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for negligence or faulty materials or workmanship within the extent and period provided in the guarantee period as provided elsewhere in the Contract Documents. Upon written notice, Contractor shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within the time specified herein.
12. If Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the University after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
13. In the event that any of the provisions of this Contract are violated by the Contractor or by any of its Subcontractors, the University may serve written notice upon the Contractor of its intentions to terminate the Contract, and, unless within ten (10) days after the serving of such notice upon the Contractor such violation of delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the University shall immediately serve notice thereof upon the Contractor and shall have the right to take over the work and prosecute the same to completion by Contract or by force account for the account and at the expense of the Contractor and the Contractor shall be liable to the University for any excess cost occasioned the University thereby; and in such event the University may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary thereafter.
14. Contractor's Right to Terminate Contract:
  - a) If the work should be stopped under an order of any court or other public authority for a period of sixty (60) days through no act or fault of the Contractor or of anyone employed by them, then the Contractor may, upon twenty (20) days written notice to the University and the Engineer, terminate this Contract and recover from the University payment for all work executed and any proven loss sustained upon any plant or materials and reasonable profit and damage.

- b) Should the University, after Contractor has complied with requirements of Contract Documents for submission of requests for payment, fail to pay the Contractor any sum certified by the Engineer within forty-five (45) days after the Engineer's issuance of the certificate of payment, then the Contractor may, upon fifteen (15) days written notice to the University and the Engineer, stop the work or terminate this Contract.
- 15. The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract within the time herein specified, in accordance with the provisions of the Contract and said specifications, in accordance with the plans and drawing/s of the work covered by this Contract, and any and all supplemental plans and drawing/s, and in accordance with the directions of the Engineer as given from time to time during the progress of the work.
- 16. Precaution shall be exercised at all times for the protection of persons (including students and employees) and property. All hazardous conditions shall be guarded against or eliminated in all operations pertaining to this Contract.
- 17. Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes, including the American Standards Safety Code for Building Construction, ASA A10Z latest edition, to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the work, and the public and shall post danger signs warning against such hazards.
- 18. Contractor shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Engineer by the Contractor.

All layout required on the site to perform the construction as per plans and specifications will be by the Contractor.

- 19. In the event of inconsistency between drawing/s and specifications or within either document itself, the better quality or greater quantity of work shall be included; provided it shall be the Contractor's responsibility to call the matter to the Engineer's attention for decision.
- 20. In the event that the drawing/s call for some work not covered by the specifications, the work called for by the drawing/s shall be included in the work under the Contract.

21. In the case of such inconsistency between drawing/s and specifications or within either document itself, the cost of the better quality or greater quantity of work shall be included in the proposal and the matter drawn to the attention of the Engineer for decision and/or adjustment.
22. Unless otherwise specified, Contractor shall guarantee in writing prior to final acceptance of the work and payment, that all materials and workmanship are free from defects. Contractor shall further agree to repair and replace all defective materials and workmanship furnished under this Contract for a period of one (1) year unless otherwise specified, from the date of final acceptance by the Owner as evidenced by the issuance of final certificate for payment.
23. Each Contractor shall be responsible to the University and Engineer for cooperation and harmony between all Contractors, engaged on the work and shall cooperate with the work under supervision of the Engineer or Contractor's representatives for the best interests of the work.
24. Each Contractor shall allow employees of all other Contractors the necessary and usual access through the portions of the building under Contractor's immediate control.
25. The Contractor shall furnish sufficient forces to insure the prosecution of the work in accordance with the approved progress schedule.
26. Before ordering any material or fabricating any work, each Contractor shall verify all measurements at the job and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual measurements and dimensions on the drawing/s. Any difference found shall be submitted to the Engineer for consideration before proceeding with the work.
27. Certain of the drawing/s are diagrammatic only. The actual work involved shall be installed from approved shop drawing/s and measurements, therefore, must be obtained at the site.
28. All specifications are the property of the University and Engineer and are not be used for any purpose other than the construction of this project.

Whenever reference is made in the contract document to standard specifications of any society, institute, association, or governmental authority, the reference shall be construed to mean the standards that are in effect at the date of invitation for bids for this Contract; except that if a revised specification is issued by such named organization before completion of any part of the work affected by said specifications, the Contractor may, if approved by the Engineer, perform that part of the work thus affected in accordance with the revised specifications.

29. The drawing/s and specifications are to act as design criteria for the mechanical and electrical Contractors. Alternate designs of the same capacity may be presented to the Engineer for approval. However, NO changes shall be made without the written approval of the Design Engineer.
30. The sole responsibility of the supervising Engineer will be to inspect the construction and approve payouts.
31. In support of the Business Enterprise for Minority, Female and Persons with Disabilities Act (MAFBE; 30 ILCS 575 et seq., as amended) the University has established the goal (not a requirement) of 20% of its contracts to be awarded to minority (11%), female (7%), and disabled (2%) businesses. University encourages minority, female and disabled business enterprises to compete for and participate in University contracts. The goals can be met by means of contracts let directly to minority, female and disabled business firms by University or indirectly by Proposer's ordering goods or services from minority, female and disabled firms when suppliers or subcontractors are needed to fulfill the Contract.

Information about Proposer's MAFBE status must be included in Bidder's Application Form as part of the submission. Proposer, if awarded a Contract, agrees to notify Southern Illinois University Edwardsville of changes of its status as a minority, female, or disabled business enterprise within fifteen (15) business days of the occurrence of such a change.

Proposer agrees to identify minority, female, and disabled business firms providing the Proposer with goods or services in the fulfillment of the Contract requirements, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms. Upon request, University will provide a list of certified minority, female, and disabled business firms that may be contacted.

31. If the Proposer's firm is not owned by a minority, female, or disabled person and the Proposer intends to use such a firm to provide supplies or subcontracting services, 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. 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.

### 33. AMENDMENTS TO AIA DOCUMENT A-201

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, Document A201, Fifteenth edition, 1997, issued by the American Institute of Architects, Washington, D.C. Where any article of the General Conditions is modified or any paragraph, subparagraph or sub-subparagraph thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph,

Subparagraph or Sub-subparagraph shall remain in effect.

## ARTICLE 1 - GENERAL PROVISIONS

### 1.1 Basic Definitions

Subparagraph 1.1.1: Add in the first sentence after "Specifications," "Project Manual Volume 1,". Delete the last sentence in the subparagraph.

Subparagraph 1.1.3: Add to the end of Subparagraph the following: "Nothing contained in this Subparagraph 1.1.3 shall alter the responsibilities established in Subparagraph 3.3.1."

Add the new Subparagraph 1.1.8:

1.1.8 The term "provide", including derivatives thereof, shall be interpreted to mean "furnish, fabricate, complete, transport, deliver, install, erect, construct, and finish, including all labor, materials, equipment, apparatus, appurtenances, and expense necessary to complete in place ready for operation or use under the terms of the Contract Documents.

Add the new Subparagraph 1.1.9:

1.1.9 The term "furnish" shall mean supply or furnish only to the project site. Products and materials to be furnished shall be consigned to the Contractor and delivered to the project site.

Add the new Subparagraph 1.1.10:

1.1.10 The term "install" shall mean install any product or material furnished. Such products and materials shall be received at the project site, unloaded, stored, protected and installed complete in place, including connections, auxiliary items and other materials and Work required for a complete and properly functioning installation, unless any such Work is specifically excluded.

Add the new Subparagraph 1.1.11:

1.1.11 The term "review" where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, will be held to limitations of the Engineer's responsibilities and duties as specified in the General Conditions of the Contract and Supplementary Conditions. In no case will the Engineer's review be interpreted as a release of the Contractor from responsibilities to fulfill requirements of the Contract Documents.

Add the new Subparagraph 1.1.12:

1.1.12 The term "Project Site" is defined as the space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the Drawings.

## 1.2 Execution, Correlation and Intent

Delete subparagraph 1.2.1 in its entirety and replace with: 1.2.1 The Contract shall be in the form of a purchase order signed by the Purchasing Officer and delivered to the awardee. An acceptance copy of same shall be signed and returned to the Purchasing Officer.

Subparagraph 1.2.2; Add to the end of Subparagraph the following: "Such organization shall not operate to make the Engineer an arbiter for the separation of responsibility between Contractor and its Subcontractors and between its Sub-subcontractors, nor shall such organization relieve the Contractor of the entire Work regardless of the trade separation. However, Engineer may act as arbitrator between all Contractors with whom Owner will sign a separate contract."

Add the new Subparagraph 1.2.4:

1.2.4 Any material specified by reference to the number, symbol or title of specific standards, such as Commercial Standards, Federal Specifications, trade association standards, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on date of this Project Manual, except as limited to type, class or grade, or modified in such reference by a given date. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, as manufacturers and Contractors involved are assumed to be familiar with their requirements. If a revised specification is issued by such named organization before completion of any part of the work affected by said specifications, the Contractor may, if approved by the Engineer, perform that part of the work thus affected in accordance with the revised specifications.

Add new Subparagraph 1.2.5:

1.2.5 Whenever a provision of the Specifications conflicts with agreements or regulations in force among members of trade associations or councils which regulate or distinguish the portions of the Work which shall or shall not be performed by a particular trade, the Contractor shall make necessary arrangements to reconcile such conflict without delay, damage, cost to the Owner, or recourse to the Engineer or the Owner.

Add new Subparagraph 1.2.6:

1.2.6 Specific references to names and specifications of manufacturers are intended to establish a basis of quality, and not meant to limit competition. Proposed equals are to be submitted to Engineer for approval not less than ten (10) calendar days before bid. For any substitution to be considered, complete statements as to deviations from specifications, as well as method of operation, are to be submitted. Also, any alternate brands or types of equipment offered are to be approved by Engineer ten (10) calendar days before bid.

Add new Subparagraph 1.2.7:

1.2.7 All specifications are the property of Owner and Engineer and are not to be used for any purpose other than the construction of this project.

## ARTICLE 2 - OWNER

### 2.1    Definition

Add new Sub-subparagraph 2.1.1.1:

2.1.1.1       The term "Owner" refers to the following:

Board of Trustees of Southern Illinois University  
governing Southern Illinois University Edwardsville

Add new Sub-subparagraph 2.1.1.2:

The Owner has the right to designate authorized representatives, including, but not limited to, the Engineer, the Owners Representative, to act on its behalf. The Owner and its representative(s) shall at all times have access to the work. The Owner's Representative designated for this project is Eric Rogers, BRiC Partnership.

## ARTICLE 3 - CONTRACTOR

### 3.1    Definition

Add new Sub-subparagraph 3.1.1.1:

3.1.1.1       Where the term "Contractor" appears, it refers to any and all Contractors with whom the Owner will sign a separate contract.

Add a new subparagraph to 3.18.4: "None of the foregoing provisions shall deprive the Owner or the Engineer of any action, right, or remedy otherwise available to them or either of them at common law."

### 3.2 Review of Contract Documents and Field Conditions by Contractor

Subparagraph 3.2.1: After the first sentence, delete the remainder of the Subparagraph and substitute the following: "All errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require. The Contractor shall not be entitled to an increase in the Contract Sum or Contract Time on account of an error, inconsistency or omissions in the Contract Documents that the Contractor knew or should have known using due diligence and did not report to the Engineer. If the Contractor performs a construction activity involving an error, inconsistency, or omission in the Contract Documents that the Contractor knew or should have known using due diligence and did not report to the Engineer, the Contractor shall be responsible for such performance and the correction thereof.

Add new Sub-subparagraphs 3.2.1.1 and 3.2.1.2:

3.2.1.1 Each bidder shall visit the site of the proposed work and be fully acquainted with conditions relating to construction and labor so that Contractor may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract.

3.2.1.2 Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and be acquainted with conditions there existing shall in no way relieve any bidder from any obligation with respect to the bid or to the Contract. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

### 3.3 Supervision and Construction Procedures

Subparagraph 3.3.1; In the second sentence delete ", unless the Contract Documents give other specific instructions concerning these matters". Add to the end of the Subparagraph the following: "The Contractor shall review any specified construction or installation procedure, including those recommended by any product manufacturer or supplier. The Contractor shall advise the Engineer:

- .1 If the specified procedure deviates from good construction practice;
- .2 If following the procedure will affect any warranties; or
- .3 Of any objections which the Contractor may have to the procedures."

### 3.4 Labor and Materials

Add Sub-subparagraph 3.4.1.1:

3.4.1.1 The Contractor shall arrange with the proper local utility companies and provide all requirements for water, electric light and power, and telephone, all in accordance with the temp utility section of the specifications. Contractor shall provide a temporary office to suit Contractor's needs and the needs of the Engineer/Owner's Representative, and sufficient storage for materials that must be protected and stored under cover. Contractor shall provide and pay for all local telephone calls by the Engineer and Owner's Representative. The Contractor shall provide suitable sanitary water closets for the use of all workers. The Contractor shall provide security for the entire project.

Add Sub-subparagraphs 3.4.3.1 through 3.4.3.6 as follows:

- .1 All Contractors engaged in the work within the grounds or areas governed by Owner shall comply with the traffic rules and regulations in force at the site.
- .2 Contractors' and Subcontractors' employees shall be subject to immediate discharge for any violation of good conduct.
- .3 SIUe personnel, at all times, reserve the right to inspect the list of employees and has discretion to demand that any person on list of employees be disallowed from working on project.
- .4 The Contractor shall enforce the Owner's instructions regarding signs, advertisement, fires, and smoking.
- .5 Before commencing work Contractor shall confer with the Owner and Engineer and ascertain full knowledge of all conditions affecting work.
- .6 Working rules and regulations in force within the grounds at site shall take precedence within the area over all other rules and regulations that may exist outside of that jurisdiction.

Add new Subparagraph 3.4.4:

3.4.4 After the Contract has been executed, the Owner and the Engineer may consider a formal request for the substitution of products in place of those specified.

Add new Subparagraph 3.4.5:

3.4.5 By making requests for substitutions based on Subparagraph 3.4.2, the Contractor.

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
- .5 will refer to Section 01630, Substitutions for additional requirements.

Add new Subparagraphs 3.4.6 and 3.4.7:

**3.4.6 The Prevailing Wage Act:**

An Act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, county, city, or any public body or any political subdivision or by anyone under contract for public works. (820 ILCS 130/0.01 et seq. (2000). Pursuant to this Act, all contractors and subcontractors performing public work shall pay the most current general prevailing wage rate of hourly wages in the locality in which the work is to be performed as posted on the Illinois Department of Labor's website, for each craft or type of worker or mechanic needed to execute the contract. The prevailing rate of wages means "the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training, 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 a similar character on public works."

The parties stipulate that not less than the prevailing rate of wages as found by the public body, or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under the contract.

The contractor is responsible for reviewing the most recent issues of the Illinois Register in order to determine the latest prevailing wage.

NOTE: Scale of wages being paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work.

- .1 Change in Prevailing Wage: If the Department of Labor revises the prevailing rate of hourly wages to be paid while work is in progress, the Contractor and each Subcontractor shall be responsible for adherence to said revised rates, and payment thereof and not at the expense of SIUE.
- .2 Record of Employees and Wage Paid: The Contractor and each Subcontractor shall keep an accurate record showing names and occupation of all laborers, workers, and mechanics employed by them in connection

with any resulting contract, the actual hourly wages paid to each of such persons, which record shall be open at all reasonable hours to the inspection of Owner, and to the Director of Labor and his deputies and agent. The Contractor is responsible for forwarding weekly payroll records to Owner's Coordinator of the contract work.

- .3 Any contract as a result of this bid may be subject to The Employment of Illinois Workers on Public Works Act, 30 ILCS 570, et seq.
- .4 Journeyman labor is to be utilized in the installation. The ratio of apprenticeship labor to that of Journeyman labor, and the pay scales for the various levels of apprenticeship, shall be in accordance with the guidelines of the Bureau of Apprenticeship Training, U.S. Department of Labor. If using apprenticeship labor, Contractor is responsible for providing verification of apprenticeship under the guidelines of the Joint Apprenticeship Committee -- Ref. George Goeddey, Apprenticeship Training Representative of the Bureau of Apprenticeship Training Division of the U.S. Department of Labor, 501 Belle Street, Room 112, Alton, IL 62002, 618-463-6440.
- .5 All work shall be under the direction of a skilled Construction Superintendent and performed in accordance with the American Standard Safety Code and all applicable State and Local Codes.
- .6 Illinois State law requires all contractors working on University construction projects to submit certified payroll records to the University. The payroll records must include all workers employed by contractors on a University project.

3.4.7 Any firm, union affiliated or not, may bid on this Project. However, successful bidders must become party to the enclosed Project Labor Agreement to be awarded a Contract. The Awardee agrees that neither it nor any of its Contractors or Subcontractors, will Subcontract (or other material suppliers) any work to be done on this Project except to a person, firm, or corporation who is or agrees to become party to the Project Labor Agreement.

### 3.5 Warranty

Subparagraph 3.5.1: in the first sentence delete the words "unless otherwise required or permitted by the Contract Documents" and in the third sentence after the word "usage" Add the following new sentences: "The Contractor's warranty will not be affected by the specification of any product or procedure unless the Contractor objects promptly to such product or procedure and so advises the Engineer, in writing, of proposed products and procedures which will not affect the Warranty. The Contractor's warranty will not be restricted by any manufacturer's warranty. The Contractor is responsible for Subcontractors non-performance on warranty Work. The refusal of a Subcontractor or supplier to correct defective work for which it is responsible will not excuse the Contractor from performing under the Warranty."

### **3.6 Taxes**

Add Subparagraph 3.6.2 as follows:

3.6.2 Sales of building materials and fixtures to construction Contractor for incorporation into real estate for the State of Illinois or any other governmental body are exempt from the retailers occupational tax and use tax. The Owner is exempted by Section 2C of the Illinois Use Tax Act (35 ILES 105/2C) from paying any of the taxes imposed by the Act, and sales to the Owner are exempt by Section 2-5 of the Illinois Retailer's Occupation Tax Act (35 ILES 120/2-5) from any of the taxes imposed by that Act. The Owner is exempt from Federal Excise Tax and an exemption certificate will be provided upon request.

### **3.7 Permits, Fees and Notices**

Subparagraph 3.7.2; add to the end of Subparagraph the following: "The Owner delegates to the Contractor all duties and responsibilities the Owner may have pursuant to any statute, ordinance or regulation requiring notification of adjacent or nearby property owners of proposed excavations. The Contractor shall, as part of the Work, give such notices as required, provide all lateral and subjacent support necessary to prevent any damage to adjacent or nearby property owners and shall be solely responsible to pay for any damage incurred by reason of excavations by such property owner. If entry on or encroachment upon adjoining property or public right of way is necessary to perform the Work, the Contractor shall obtain any necessary permissions, permits or licenses and pay all costs and fees therefore."

### **3.9 Superintendent**

Subparagraph 3.9.1; Add to the end of Subparagraph the following: "The Superintendent shall not be changed except with the consent of the Owner, which shall not be arbitrarily withheld, provided that if the superintendent ceases to be in its employ, then the Contractor may unilaterally substitute a superintendent. The Contractor shall not employ or continue to employ on the Work a superintendent against whom the Owner or Engineer has made reasonable objection."

### **3.10 Contractor's Construction Schedules**

Subparagraph 3.10.1; in the first line delete the words "promptly after being awarded the Contract" and substitute the words "within ten (10) calendar days of date of Owner's Notice of Award of Contract".

Add to the end of the revision to Subparagraph 3.10.1; within twenty (20) days of date of Owner's Notice of Award of Contract the Construction Schedule will show the anticipated manpower allocations for each significant construction activity on the critical path schedule or on a separate schedule.

Subparagraph 3.10.2; add to the end of the Subparagraph the following: "The Contractor shall submit the schedule of submittals within ten (10) calendar days of the date of Owner's Notice of Award of Contract".

Subparagraph 3.10.3; add to the end of Subparagraph the following: "The Owner's or Engineer's receiving or reviewing of any schedule required by Subparagraph 3.10 shall not relieve the Contractor of its responsibility to complete the project within the Contract time; nor does it create any rights in favor of the Contractor due to completion earlier than the Contract Time."

3.12 Shop Drawings, Product Data and Samples

Subparagraph 3.12.5; add to the end of Subparagraph the following: "For record keeping purposes, on all submittals the Contractor shall indicate the date the Contractor received or created each submittal and the date it was transmitted to the Engineer."

Subparagraph 3.12.10; add to the end of Subparagraph the following: "The Engineer may advise the Contractor of alternatives relating to equipment or systems designed by the Contractor, for the sole purpose of providing to the Contractor additional information which the Contractor may choose to utilize in the Contractor's design. The Contractor shall evaluate the alternatives in terms of its original design and assess whether to incorporate any of them; the design of such systems or equipment are to remain the exclusively the responsibility of the Contractor."

3.15 Cleaning Up

Subparagraph 3.15.1; add to the end of Subparagraph the following: "The Contractor shall ensure that no burning of trash or debris occurs on the site and that no dust or trash from Work in progress creates a public nuisance. The Contractor shall comply with all municipal and other government regulations concerning environmental pollution. The Contractor shall engage the services of a street cleaner to keep under reasonable control the accumulation of mud, dirt, and construction debris due to construction activities and construction traffic."

3.17 Royalties, Patents and Copyrights

Subparagraph 3.17.1; Delete from the second sentence "when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or".

### 3.18 Indemnification

Subparagraph 3.18.1 delete in its entirety and substitute the following new subparagraph:

3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of subornation against the Owner and shall indemnify and hold harmless the Owner and the Engineer, their trustees, officers, directors, partners, employees and consultants ("Indemnities") from and against all claims, damages, losses, economic losses and expenses, including but not limited to attorneys' fees and litigation costs, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, excluding the proportionate amount of any claim, damage, loss or expense which is negligently caused by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

Add new Subparagraph 3.18.3:

3.18.3 The Contractor shall indemnify, defend and hold harmless the Owner, in connection with the Project from and against any claim, demand or cause of action arising from or related to a Notice of Lien, Claim for Lien, Lien, or Suit to Foreclose a Lien filed, given, made or maintained by a Contractor, Subcontractor, Sub-subcontractor or supplier provided the Contractor has received payment pursuant to the terms of this Agreement. During the performance of the work the Contractor and Contractor's Subcontractors shall indemnify and hold harmless the Owner and the Engineer and their agents, servants and employees, against all loss, damage or expense which they, or any of them, 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 the work by the Contractor, Contractor's Subcontractors, or their respective employees, or due to or arising in any manner from wrongful acts of negligence of the Contractor, Contractor's Subcontractors, or their respective employees, or due to the condition of the premises or other property upon, about, or in the performance of such indemnification, the Contractor shall carry insurance to cover responsibility and liability for any and all damage, loss, or injury of any kind or nature to persons or property caused by or resulting from, or in connection with, the work.

### 3.19 Contractor's Assignment

Add new Paragraph 3.19 and Subparagraph 3.19.1:

3.19.1 The Contractor shall not assign to any party the whole or any part of this Contract, or any monies due or to become due hereunder, without written consent of the Owner. In case the Contractor, with Owner's consent, assigns all or any part of this contract or any monies due or to become due hereunder, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to the prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

## ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

### 4.1 Engineer

Add Sub-subparagraph 4.1.1.1:

4.1.1.1 The term "Engineer" refers to BRiC Partnership.

Subparagraph 4.1.2; in the first sentence delete the word "Contractor".

Subparagraph 4.1.3; in the first sentence, add a comma after the words "new Architect" and delete "against whom the Contractor has no reasonable objection and".

### 4.2 Engineer's Administration of the Contract

Subparagraph 4.2.1; in line one after the word "Contract" add the words "In accordance with its agreement with the Owner and" and in line four after word "due", add the words "in accordance with the terms of the Owner/Architect Agreement".

Subparagraph 4.2.3; add to the end of Subparagraph the following: "The Engineer will not have authority or responsibility to stop the Work."

### 4.3 Claims and Disputes

Subparagraph 4.3.4; add to the end of Subparagraph the following: "The site conditions contemplated by this Subparagraph do not extend to discovery of asbestos, PCB's or other hazardous materials, which are covered under Paragraphs 10.3.1, 10.3.2., and 10.3.3."

#### 4.4 Resolution of Claims and Disputes

Subparagraph 4.4.2; in the last sentence, delete "or if the Architect that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim"

#### 4.6 Arbitration

Delete 4.6 in its entirety and replace with the following:

Contractor acknowledges that breach of contract claims against Owner, as well as other claims, are subject to the Illinois Court of Claim Act (705 ILCS 505) and that State or federal courts do not have jurisdiction over such claims against Owner.

### ARTICLE 5 - SUBCONTRACTORS

#### 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

Subparagraph 5.2.1; in lines two and three delete the words "as soon as practicable" and substitute the words "within 45 calendar days." In line eleven, delete the word "promptly" and substitute the words "within thirty (30) days of receipt of the list submitted by the Contractor". Add to the end of the subparagraph "The complete list of Subcontractors and Material Suppliers shall be submitted to the Engineer not less than ten (10) days prior to submittal of the Contractor's first request for payment under the Contract."

#### 5.3 Subcontractual Relations

Subparagraph 5.3.1; in lines one and two delete the words "written where legally required for validity" and substitute the words "in writing", and add at the end of subparagraph the following: "All subcontracts shall contain the following sentence: 'The Owner is an intended third party beneficiary of this subcontract.'"

### ARTICLE 7 - CHANGES IN THE WORK

#### 7.2 Change Orders

Subparagraph 7.2.2: In lines one and two, delete "may include those listed in sub-paragraph 7.3.3" and add: "shall include the following:

7.2.2.1 By estimating and acceptance in a lump sum. The Contractor shall submit change proposals which include a complete itemization of quantities of materials, cost for the increase of the indemnity bond, unit cost of materials when applicable, unit labor cost for each item of Work or total labor hours and applicable hourly rates for each classification of labor, actual cost of social security, welfare funds, established allowance for overhead and

profit, and the number of calendar days (if any) required to complete the extra Work in addition to the Contract Time or the reduction in calendar days (if any) in the Contract Time for omitted Work.

7.2.2.2 By unit prices stated in the Contract or subsequently agreed upon. The Contractor shall submit an estimate itemizing the number of unit quantities of each part of the Work which is changed, multiplying such unit quantities by the applicable unit prices. The change in Contract Time shall be as described in Sub-subparagraph 7.2.2.1 above.”

7.2.2.3 By cost and percentage or by cost and fixed fee. The Contractor shall keep correct records of materials, labor, equipment, transportation, and other items used or expended to effect the required change. Such records shall be kept on forms acceptable to the Engineer and submitted to the Engineer for review each day that such Work is performed. Only acceptable documents will be considered in establishing the cost of the change. The change in Contract Time shall be as described in Sub-subparagraph 7.2.2.1. above.

### 7.3 Construction Change Directives

Subparagraph 7.3.6: In lines 4 and 5, delete “a reasonable allowance for overhead and profit.” and substitute with “the established mark-ups for supervision, insurance, small tools, bonds, overhead, and profit.”

Subparagraph 7.3.6.4: Delete in its entirety and substitute the following:

7.3.6.4 All costs for hand tools are included in the established mark-ups.

Subparagraph 7.3.6.5: Delete in its entirety.

## ARTICLE 8 - TIME

### 8.2 Progress and Completion

Add new Subparagraph 8.2.4:

8.2.4 The Owner may require the Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids, or all of them, without additional compensation if the Contractor fails to execute the work in accordance with the project schedule.

Add new Subparagraph 8.2.5:

8.2.5 If the Owner orders the Contractor to perform parts of the Work on a premium time basis, and the order is not the result of the Contractor's failure to perform in accordance with the

project schedule, the Owner shall pay only an amount equal to that portion of wages which is in excess of the regular rate paid by the Contractor for the Work, including customary benefits. The Contractor shall make no extra charge for regular rate wages, overhead, and profit.

### 8.3 Delays and Extensions of Time

Add new Subparagraph 8.3.4:

8.3.4 Work shall be performed during regular working hours except that in the event of emergency, work may be performed on night shifts, overtime, Sundays and holidays when permission to do so has been obtained from the Owner. No requirements of work, other than at regular working hours, shall form the basis of claims by any Contractor for additional compensation, except as otherwise expressly stated in writing by the Engineer.

Add new Subparagraph 8.3.5:

8.3.5 If the Contractor, but for a delay not within its control, would have completed the Work prior to the expiration of the Contract Time, the Contractor shall not be entitled to recovery of damages arising out of any event or delay which prevented such early completion of the Work.

Add new Paragraph 8.4:

### 8.4 Completion Date

8.4.1 The Work shall be commenced immediately after the date of the mobilization in Owner's Notice to Proceed and shall be completed by December 20, 2013. The scheduled completion date, as calculated herein, is defined as the Required Completion Date. Notwithstanding the Owner's Notice to Proceed, the Contractor will not be permitted to mobilize the site before October 1, 2013.

Required Completion shall be evidenced by:

- a) Certificate of Substantial Completion issued by the Engineer.
- b) All punchlist items complete throughout, including interior, exterior, sitework and landscaping.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.2 Schedule of Values

Subparagraph 9.2.1; at the beginning of the subparagraph before the word "Before" Add the words "At least fourteen (14) calendar days".

### 9.3 Applications for Payment

Subparagraph 9.3.1; delete Subparagraph 9.3.1 and 9.3.1.1 in their entirety and substitute the following new subparagraph:

9.3.1 The procedures for application and certification of monthly Applications for Payment are as described below and as further detailed in Division 1 - General Requirements.

9.3.1.1 On or about the 25th day of each month, the Contractor shall submit to the Engineer a Pencil Draft of the proposed itemized Application for Payment for operations completed through the 25th day of the month, in accordance with the Schedule of Values. The Pencil Draft shall be complete in every respect and shall be accompanied by supporting data as indicated in Division 1 - General Requirements and as the Owner or Engineer may be required.

9.3.1.2 Within seven (7) days after the Engineer's receipt of the Pencil Draft, the Engineer shall notify the Contractor of the amount that the Engineer determines is properly due to the Contractor, and of any adjustments required to be made to the Pencil Draft.

9.3.1.3 On or about the third day of the month, the Contractor shall submit three (3) copies of a final monthly Application for Payment, including one copy of certified payroll. The application shall be notarized and supported by data substantiating the Contractor's right to payment as the Owner or Engineer may require, and reflecting retainage as provided for elsewhere in the Contract Documents. Contractor shall include with each pay application five (5) copies of a waiver of lien for the amount certified for payment on the previous month's application for payment. The Engineer will review and sign a certificate for payment on or about the tenth day of the month.

Add new Sub-subparagraph 9.3.1.4:

9.3.1.4 Until Final Completion, the Owner will pay 90% of the amount due the Contractor on account of progress payments.

Add new Sub-subparagraph 9.3.1.5:

9.3.1.5 Neither the final payment, nor any part of the retained percentages, shall become due until the Contractor, if required, delivers to the Owner a complete release of all liens or right of lien arising out of this Contract on forms provided by the Owner and signed by the Contractor, or all Subcontractors, major material suppliers as requested, and all claimants who have filed notice with the Owner that they are unpaid creditors of the Contractor or a Subcontractor who has performed on the construction project, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify Contractor against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

Subparagraph 9.3.2; add to the end of Subparagraph the following: ", storage of such materials in a bonded warehouse, and submittal of certification of such stored materials prior to payment application. The Owner will not make payment for stored materials for items of a commodity nature which are readily available through distribution channels."

Subparagraph 9.3.3; add to the end of Subparagraph the following: "All material necessary to construct this project, upon delivery to the premises, shall not be removed from the premises without written consent of the Owner."

#### 9.4 Certificates for Payment

Add subparagraph 9.4.3 as follows: "Final Certificate for Payment for balance due the Contractor will be issued by the Engineer within ten (10) days after completion and after review of pencil copy and Contractor submission of final application for payment, as indicated above. Contractor's application for final payment shall include waivers of lien of receipt in full for all material used and labor performed on the work."

#### 9.6 Progress Payments

Subparagraph 9.6.2; add to the end of Subparagraph the following: "The initial monthly payment request shall be accompanied by the Contractor's Partial Waiver of Lien only. Each subsequent monthly payment request shall be accompanied by the Contractor's Partial Waiver and the Partial Waivers of Subcontractors and Suppliers who were included in the immediate preceding payment request, to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis, but Subcontractors and Suppliers may be not more than one payment late with their partial waivers)."

## 9.7 Failure of Payment

Subparagraph 9.7.1; in line two add the words "Final Monthly" between the words "Contractor's" and "Application For Payment," and in line eight delete ", plus interest".

## 9.10 Final Completion and Final Payment

Subparagraph 9.10.2; delete "and (5)" and substitute "(5) closeout submittals, and (6)".

# ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

## 10.2 Safety of Persons and Property

Add new sub-subparagraph 10.2.1.4"

"students, employees, and visitors who may be at or near the project"

10.2.4 Subparagraph delete the subparagraph 10.2.4 in its entirety and substitute:

When use or storage of hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner ten (10) days' notice in advance of such use, storage or unusual methods, and the contractor shall exercise the utmost care and carry on such activities under supervision of properly qualified personnel."

Subparagraph 10.2.5; in the first sentence, substitute "the fault or negligence" with "acts or omissions".

Add new Sub-subparagraphs 10.2.8 through 10.2.10:

10.2.8 All Construction Documents pertaining to this Work, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by applicable provisions of the Federal, State and Municipal safety laws and building codes, including but not limited to the following, including latest amendments to each:

- .1 Williams-Steiger Occupational Safety & Health Act of 1970 Public Law 91-596;
- .2 Part 1910 -- Occupational Safety & Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- .3 Part 1518 -- Safety & Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

10.2.9 The provisions of the American Standard Safety Code for Building Construction of the American National Standards Institute A10.2, 1963, as revised by A10.4, 1975, subject to latest revisions, and ASA A10Z, latest edition, shall be considered as accepted engineering practice, with respect to safeguards during construction, including such safety requirements as set forth in The Federal Occupational Safety and Health Standards (OSHA).

10.2.10 Contractor shall be responsible for protection of any furnishings, which may be in the construction or renovation areas. If Contractor determines removal of the item(s) from the construction area is necessary, he shall so advise the designated Owner representative. The Contractor is responsible for notifying the Owner representative at least five (5) business days prior to the beginning work so that objects may be removed by appropriate Owner personnel.

Smoking on SIUE premises must be in accordance with SIUE's smoking policy. This includes, but not limited to, upon enclosure of a roof on the project, smoking will no longer be allowed in the structure.

Delete Subparagraph 10.3.3 in its entirety.

Delete Article 11.1 through 11.5 and replace with the following:

## ARTICLE 11. INSURANCE AND INDEMNIFICATION:

11.1 Contractor's Liability Insurance. The Contractor shall secure, pay for and maintain such insurance as will protect it and Southern Illinois University ("Owner") from claims under the Worker's Compensation Act, the Worker's Occupational Diseases Act, and from any other claims for damages to property or for bodily injury or death which may arise from operations under this contract, whether such operations are performed by the Contractor, its Subcontractors, and their sub-Subcontractors or by anyone directly or indirectly employed by them.

A. Coverages and Limits. The coverages and limits of liability shall not be less than those set forth as below. Evidence of an umbrella or excess liability policy may be provided to obtain the required limits.

Coverage	Minimum Limits of Liability	
1. Worker's Compensation and Occupational Diseases		Statutory Limits
2. Employer's Liability		\$500,000 (Coverage B)

a. Worker's Compensation coverage shall be provided in accordance with the provisions of the Illinois Worker's Compensation and Occupational Diseases Acts, as amended.

Notwithstanding the rating and financial size categories stated in Section 11.3.4 below, coverage may be provided by a group self-insurer authorized in Section 11(a) of the Illinois Workers' Compensation Act and approved pursuant to the rules of the Illinois Department of Insurance.

b. The Contractor, its Subcontractors, and their sub-Subcontractors may use a self-insured plan for worker's compensation if the plan is approved by the State of Illinois by obtaining a certificate from the Illinois Workers' Compensation Commission.

c. The worker's compensation insurance carrier or self-insurance service agency where applicable shall certify that to the best of its knowledge, the Contractor has properly reported wage and workforce data and made premium payments in compliance with Illinois rates and worker classifications.

3. Commercial Auto Liability (Including coverage for owned, non-owned and hired vehicles)

Combined Single Limit	\$1,000,000 per occurrence
OR	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

4. Commercial General Liability (occurrence coverage) – for contracts below \$2,000,000:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Legal Liability Limit	\$ 100,000

The general liability or any umbrella or excess insurance shall include, without limitation, the following coverages:

a. The Owner shall be named as additional insured(s) on a primary and non-contributory basis on the commercial general liability and/or umbrella or excess insurance policies. In order to meet this requirement, the following wording should appear on any Certificate(s) of Insurance provided: "The Board of Trustees of Southern Illinois University is an additional insured as respects liability coverage for any liability incurred by the University arising from the activities of the Contractor, its Subcontractors, and their sub-Subcontractors, performing work on behalf of the Contractor."

b. Contractual liability coverage shall cover all contractual obligations which the Contractor has assumed, including the indemnity agreement in Article 11, for the liability limits set forth above. An Owner/Contractor's protective liability policy may be provided in lieu of a commercial general liability policy for the liability limits set forth above.

c. Coverage for "XCU" (explosion, collapse and underground) hazards shall be included for the liability limits set forth above for any Contractor, its Subcontractor, and their sub-Subcontractor, performing work on behalf of the Contractor, who will be doing any excavation work.

d. Coverage shall be endorsed to provide that the general aggregate limits apply separately to each of the insured Contractor's projects. The general liability aggregate limits may change if coverage is not endorsed to apply separate aggregate limits to each of the insured Contractor's projects.

e. Coverage for completed operations shall remain in effect or renewed throughout the completed operations period, which is the statute of limitations or repose, whichever is greater.

f. Any contractual exclusion relating to personal/advertising injury must be deleted or the coverage added back to the policy through endorsement. The Policy shall include coverage for broad form property damage.

g. Any contractual exclusion or limitation relating to work performed within fifty (50) feet of a railroad track should be deleted, if applicable.

5. Watercraft Protection and Indemnity Coverage shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified in Section 11.1.A.4.

6. Aircraft Liability shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified in Section 11.1.A.4.

7. Contractor's Pollution Liability (i.e. Asbestos, lead abatement, pollution) shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified in Section 11.1.A.4; with no less than 5 years completed operations coverage. Coverage shall be written on an occurrence form.

8. Property Damage Liability shall be purchased and maintained for any demolition, blasting, excavating, tunneling, shoring, or similar operations, at limits equal to the required Commercial General Liability limits specified in Section 11.1.A.4.

9. Owner reserves the right to require additional specialty insurance coverages or to limit exclusions at any time during the Project.

11.2 Builder's Risk Insurance – Not Required.

11.3 Insurance Policy Requirements

11.3.1 Evidence of Insurance. The Contractor shall furnish Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Contract, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this Contract to the Owner showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. The Contractor shall deliver copies of newly issued or renewal insurance policies to the Owner within ten (10) days following the Owner's request for such copies. The Contractor shall maintain insurance in the required amounts, without interruption, from the date of execution of the Contract until substantial completion of the project.

The receipt of any certificate does not constitute by the Owner that insurance requirements have been met. Failure to request new or renewal certificate(s) shall not relieve the Contractor of its contractual obligation to provide the insurance coverages set forth in paragraphs 11.1 and 11.2 above and shall not be deemed a waiver by the Owner.

Failure to maintain the required insurance during the time specified may be regarded as a breach of contract and shall be cause for termination.

11.3.2 Subcontractor Insurance. Subcontractors and their sub-Subcontractors must comply with the same insurance coverage requirements as the Contractor. Subcontractors and their sub-Subcontractors shall submit the required Certificate(s) of Insurance to the Contractor.

11.3.3 Modification or Cancellation. Each policy and respective certificate of insurance shall expressly provide that no less than thirty (30) days prior written notice, delivered by certified or registered mail, be given to the Owner in the event of cancellation, non-renewal, expiration, or material alteration of the coverage contained in the policy or evidenced by the certificate of insurance.

11.3.4 Carrier's Ratings. The insurance shall be executed by insurance companies approved by the Owner and having a rating not lower than B+ and financial rating not lower than VI in the current edition of Best's Key Rating Guide for property/casualty insurance companies.

11.3.5 Claims Made Insurance. If any policies providing coverage as required under paragraphs 11.1 or 11.2 are written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of services by the Contractor, its Subcontractors, and their sub-Subcontractors on the Project. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years.

11.3.6 Notification of Insurance Carriers. The Contractor shall be responsible for making the above stated liability provisions available to all of its liability insurance carriers and for procuring insurance coverage for this contract on a timely basis. The Contractor shall not commence work under this contract until it has obtained all the insurance required under this article and until certificates of such insurance have been approved by the Owner. The Contractor shall not allow any of its Subcontractors or their sub-Subcontractors to commence any work on this project until the insurance required of its Subcontractors or their sub-Subcontractors has been so obtained. In the event of any incident, injury, death, or loss or damage (or claims thereof), the Contractor shall give immediate notice thereof to the Owner and their insurance carrier(s).

11.3.7 Contractor's Liability. The procuring of the insurance required under this contract shall be considered solely as securing Contractor's obligations or liabilities assumed under the contract documents, including, but not limited to, the obligation to indemnify the Owner assumed under Article 11 and shall not be considered as satisfaction of, or a substitution for, such obligations and liabilities. The Contractor shall remain liable and responsible for all such obligations whether or not the insurance provided by it is approved by the Owner and whether or not such insurance is sufficient in amount, quality or coverage to protect it against such liability. The Contractor shall pay and make good all such obligations to the full extent thereof and to the extent that such insurance does not cover them.

11.3.8 Enforcement of this Contract. In the event Owner retains legal counsel to secure performance by Contractor, its Subcontractors, and their sub-Subcontractors, of any of their obligations under this contract, or if Owner retains or utilizes such counsel to represent its interest with respect to any matter for which Contractor has an indemnity obligation to Owner under any provision of this contract or otherwise, the Contractor shall pay and reimburse Owner for the cost of such counsel and shall further pay and reimburse Owner for any and all other cost and expense incurred in preparing, negotiating, or prosecuting any claim against the Contractor, its Subcontractors, and their sub-Subcontractors including, but not limited to, any and all expert witness fees and expenses.

11.3.9 Waiver of Subrogation Clause. 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 the Owner for any and all damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of the Owner.”

## 11.4 Waivers of Subrogation

The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to Article 11 or other insurance applicable to the work. The Contractor agrees that in no event shall they or their agents have any right of recovery against the Owner for any and all damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of the Owner.

Each insured Contractor shall require similar waivers of subrogation from its Subcontractors and their sub-Subcontractors.

## INDEMNIFICATION

Indemnification: The Contractor agrees to pay and reimburse and indemnify, keep and hold harmless Southern Illinois University (and the Architect/Engineer/Professional Services Consultant, if applicable), their trustees, officials, agents, employees and their respective heirs, executors, administrators, officers, directors, successors and assigns from and against any and all losses, demands, obligations, costs, damages, liabilities, suits, actions, judgments, claims (including, but not limited to, claims for the infringement of any patents, copyrights, licenses or other intellectual property rights) and expenses, including, but not limited to, attorneys', consultants', and experts' fees and expenses, and including both litigation and pre-litigation expenses, arising out of or connected with: (a) any injury to or death of persons or damage to or loss or destruction of property caused by or attributable to negligent or willful acts or errors or omissions, in whole or part, of the Contractor, its Subcontractors, and their sub-Subcontractors and their respective officers, agents, representatives, or employees; (b) any act, error, or omission arising from the gross professional negligence of the Contractor, its Subcontractors, and their sub-Subcontractors and their respective officers, agents, representatives, or employees relating to the performance of services in connection with the Project; (c) any breach or failure of performance by the Contractor, its Subcontractors, and their sub-Subcontractors and their respective officers, agents, representatives, or employees under this Agreement. The provisions of this paragraph are applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render them void or unenforceable. In the event of any such injury, death, or loss or damage (or claims thereof), the Contractor shall give immediate notice thereof to the Owner.

Insurance Certification: The Contractor agrees to maintain the insurance coverages required of them under Article 11 for the duration of the project or the term for which services will be rendered, and for as long as necessary thereafter to cover claims with respect to their performance under this Agreement. The Contractor agrees to require its Subcontractors and their sub-Subcontractors to maintain the insurance coverages required of them under Article 11 for the duration of the project or the term for which services will be rendered, and for as long as necessary thereafter to cover claims with respect to its performance under this agreement.

## Article 11.5 - Performance Bond and Payment Bond

*Delete Paragraphs 11.5.1 and 11.5.2 in their entirety and substitute the following:*

11.5.1 **Indemnity Bond Requirements:** The Awardee of the Contract must execute an Indemnity Bond in the amount of 100% of the Contract; the Bond to be prepared on forms provided by the University within twenty (20) days of award.

11.5.2 **Attorney's-in-Fact** who signs bonds or contract bond must file with each bond a certified and effectively dated copy of their Power of Attorney. These dates should be either the same as or precede the date of bond. The bond should be the same as or after the date of the Contract. The Surety thereon must be authorized to transact business in the State of Illinois with a minimum rating of A:XII and be acceptable to the Owner.

*Add new Paragraph 11.6:*

## 11.6 Miscellaneous Requirements

11.6.1 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be included with the Contractor's bid.

11.6.2 The limits of liability as stated, may be arrived at using a Split-Limit or Combined Single Limit basis. However, the total limit of liability shall not be less than that stated in the requirements.

## ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

### 12.2 Correction of Work

Add new Subparagraph 12.2.6:

12.2.6 All Contractors, Subcontractors, and Sub-subcontractors shall execute and deliver to the Owner the following Warranty Acknowledgment before a Certificate of Final Completion is issued.

### **WARRANTY ACKNOWLEDGMENT**

(Name of Contractor, Subcontractor or Sub-subcontractor) ("Contractor") hereby agrees and warrants that all of its Work complies with the requirements of the Contract Documents. If, within one year after the date of Substantial Completion of the Work or

designated portion thereof, any of the Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, it shall correct the Work promptly after receipt of written notice from the Owner to do so unless the Owner has previously given it a written acceptance of such condition. This period of one year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contractor.

This Warranty shall be in addition to the terms of any other Warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with respect to other obligations which the Contractor, Subcontractor or Sub-subcontractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or any proceeding commenced.

## ARTICLE 13 - MISCELLANEOUS PROVISIONS

### 13.4 Rights and Remedies

Subparagraph 13.4.1; Add to the end of the paragraph "notwithstanding the provisions of A201 Paragraph 4.5."

### 13.5 Tests and Inspections

Subparagraph 13.5.1; delete Subparagraph 13.5.1 in its entirety and substitute the following new subparagraph:

13.5.1      Inspections and tests required to establish compliance with the Contract Documents, except as may be otherwise provided in the Contract Documents, will be made by a prequalified, independent testing agency to be selected by the Owner and Engineer and employed by the Owner. The cost of the initial services of such agency will be paid by the Owner. When the initial tests indicate non-compliance with the Contract Documents any subsequent retesting occasioned by non-compliance with the Contract Documents shall be performed by the same agency and the cost thereof borne by the Contractor. Refer to Division 1 - General Requirements for additional provisions regarding inspections and tests. Inspection or Testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

### 13.6 Interest

Subparagraph 13.6.1; Substitute "from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the project is located" with "as provided in the State Prompt Payment Act, 30 ILCS 540".

## ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

Delete subparagraph 14.4.3 and substitute the following:

14.4.3 The Contractor will be paid for all work completed under the contract up to the date of termination. The Contractor will receive a percentage of the contract sum equal to the percentage of the work completed on the project prior to termination of the contract in the event the Owner and the Contractor cannot agree to the amount of payment due the Contractor.

END OF SUPPLEMENTARY CONDITIONS

THE BIDDING AND CONTRACT PROVISIONS  
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PREQUALIFICATION STATEMENT  
VALID FOR THE PERIOD

**JANUARY 1, 2013 THROUGH DECEMBER 31, 2013**  
SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE

To: The Board of Trustees of  
Southern Illinois University Governing  
Southern Illinois University Edwardsville  
c/o Purchasing Office, Shelly Albert  
Campus Box 1012  
Edwardsville, IL 62026-1012

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

Contract Division to Be Bid:

- I. General Work
- II. Plumbing Work
- III. Heating, Piping, Refrigeration  
& Temperature Control  
Work
- IV. Ventilation & Air  
Distribution Work
- V. Electrical Work
- VI. Fire Protection Work
- VII. Asphalt Work
- VIII. Roofing Work
- IX. Asbestos Abatement Work
- X. Other (List Trade):  
\_\_\_\_\_

Prequalification Submitted by:

Company Name: \_\_\_\_\_  
(As registered with the IL Secretary of State's Office)  
Business Address:  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_  
(Please use e-mail address for bid notices)

Contact Person:  
\_\_\_\_\_  
\_\_\_\_\_

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**EMPLOYEE UTILIZATION FORM**

Illinois Department of Human Rights (IDHR) Number: \_\_\_\_\_

If you do not have an IDHR #, have you applied for same?  Yes  No

IDHR expiration date: \_\_\_\_\_

Vendors must have a current Illinois Department of Human Rights (IDHR) Bidder Eligibility Number to be eligible for award of public contracts. To obtain an IDHR number, contact the IL Dept. of Human Rights, Compliance Division, Public Contracts Unit, 100 West Randolph Street, 10<sup>th</sup> Floor, Chicago, IL 60601, 312-814-2432. All prospective contractors shall be registered or have an application pending (not subject to an Order of Noncompliance) with the IL Dept. of Human Rights prior to an SIUe bid opening. Indicate above if an application is pending with the IL Dept. of Human Rights. Firms must notify SIUe of the assigned IDHR number.

Taxpayer Identification Number: \_\_\_\_\_  
(If a sole proprietorship, provide owner's Social Security Number).

Is the firm prequalified with the Capital Development Board:  yes  no  
 expires

If so, include letter of approved prequalification status received from CDB.

If the firm is a minority/female owned business enterprise, indicate the appropriate category(ies):

Not Applicable  African American  Asian American

Female  Hispanic  Native American

Indicate certification below. SIUe will only recognize firms as minority/female owned businesses when a copy of current certification from Central Management Services (CMS) is attached. Contact CMS at 312-814-4190 regarding procedures.

CMS Certified  
(Copy Attached)  Not Currently  
(Copy Attached)

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Small Business Specialist/Disabled Veteran/Veteran:

Is the firm registered as a small business? \_\_\_\_\_ yes \_\_\_\_\_ no

Is the firm owned by a Veteran or Disabled Veteran: \_\_\_\_\_ yes \_\_\_\_\_ no

If so, is the firm located in Illinois? \_\_\_\_\_ yes \_\_\_\_\_ no

Criteria for a small business, includes but is not limited to: If a business is any combination of retailer, wholesaler or construction business, then the annual sales for each component may not exceed the higher of \$10,000,000 for a wholesaler, \$16,000,000 for a retailer, \$10,000,000 for construction business. When computing the size status of a company, the number of employees and annual sales and receipts, as applicable, of the vendor and all affiliates shall be included.

Workforce Projection: The undersigned bidder will analyze minority group and female populations, unemployment rates and availability of workers for the location of which contract work is to be performed and for the location from which the bidder recruits employees.

Affirmative Action Plan: The undersigned bidder agrees, in the event the foregoing minority and female employee utilization projection is determined to be an underutilization of minority persons or women in any job category and in the event that the undersigned bidder is awarded a contract, to develop and submit a written Affirmative Action Plan prior to the commencement of work on this contract. Such Affirmative Action Plan shall have a specific timetable, geared to the completion stages of the contract, whereby deficiencies in minority and/or female employee utilization are corrected and shall be subject to approval by the Owner and the Illinois Department of Human Rights.

Certification of Non-segregated Facilities: The Undersigned bidder certifies that the contract and each subcontractor shall provide facilities at its places of business without segregation except where separate facilities for a person of the opposite sex are required. Each contractor and subcontractor shall further ensure, to the greatest extent possible, that employees are not assigned to work at any location where facilities are so segregated.

As used in these certifications, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom or otherwise.

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**THE BIDDING AND CONTRACT PROVISIONS**  
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**Prevailing Wage – Substance Abuse (HB 1855, Public Act 95-0635)**

The bidder certifies that it has complied with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265) including the requirement to file with SIUE a written program that meets or exceeds the requirements of the Act. **Submit a copy of your company's substance abuse program with this prequalification statement.** The requirements of this certification and disclosure are a material part of this Agreement and the bidder shall require this certification provision to be included in all sub-agreements.

**The Firm, by signing this application, agrees to comply with the provisions of the DRUG FREE WORKPLACE ACT.** Certification must be completed by all applicants; however, the requirements, specified in paragraphs (a) through (g), apply only when the firm performs a contract for \$5,000 or more and when, at the time of entering said contract, the firm has 25 or more employees (full or part-time).

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Act requires certification by firms that it will maintain a drug free workplace.

The firm certifies that when it performs a contract in the amount of \$5,000 or more, and if it has 25 or more employees (full or part time) at the time of entering a contract, it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the firm's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The firm's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) and to post the statement in a prominent location in the workplace.
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the

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workplace no later than five days after such a conviction.

- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction,
- (f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a referral team is in place.
- (h) Making a good faith effort to continue to maintain a drug free workplace through the implementation of paragraph (a), (b), (c), (d), (e), (f) and (g).

**BUSINESS ORGANIZATION**

\_\_\_\_ Sole Proprietorship: If the bidder is an individual, list the proprietor's name and address:

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\_\_\_\_ Partnership: If the bidder is a partnership, provide the following information:

- a) Partners authorized to submit proposals and sign contracts
- b) Name of all partners:

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Corporation: If the bidder is a corporation, execute the following:

ALL CORPORATIONS, LLP and LLC shall be classified as being in “good standing” with the Illinois Secretary of State at the time of prequalification. Firms must be in active status to avoid delays in the event of contract award. Contact the Illinois Secretary of State at 217-782-7880 for information. To order a certificate of “good standing” by credit card, call 217-782-6875. Firms requiring incorporation, call 217-782-9520. You may also write to the Illinois Secretary of State, Corporations Division, Third Floor, Howlett Building, Springfield, IL 62706.

a) State in which incorporated: \_\_\_\_\_

b) If incorporated in another state, are you authorized by the Secretary of State of the State of Illinois to do business in the State of Illinois? \_\_\_\_\_ Yes \_\_\_\_\_ No

If not authorized, please explain:

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c) Name and address of the corporation’s registered agent in Illinois:

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d) Name and titles of officers authorized to submit proposals and sign contracts:

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Title

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Title

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Title

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e) Name and address of parent company, if firm is a subsidiary:

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f) Name of shareholders having more than 7.5% ownership of the company:

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**BUSINESS AND FINANCIAL INFORMATION:**

Company's Annual Business Volume (dollar amount) for the last fiscal year: \$ \_\_\_\_\_  
(for each contract division of work which the bidder is prequalifying)

Number of years in business: \_\_\_\_\_

Number of years under present ownership: \_\_\_\_\_

Number of full-time, non-labor employees:

Include management, clerical, supervisory, and  
Technical people working for the firm: \_\_\_\_\_

Under what other or former names has your organization operated?: \_\_\_\_\_

Company's Financial Institution References:

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

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

\_\_\_\_\_

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

Officer: \_\_\_\_\_

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**ALL CORPORATIONS, LIMITED LIABILITY PARTNERSHIPS AND LIMITED LIABILITY COMPANIES ARE REQUIRED TO ATTACH A CURRENT COPY OF THE FIRM'S CERTIFICATE OF GOOD STANDING FROM THE ILLINOIS SECRETARY OF STATE.**

Go to [www.ilsos.gov/corporatellc/](http://www.ilsos.gov/corporatellc/)

Enter company name and click on submit. Click on company name and this takes you to a blue screen with Corporation File Detail Report at the top; do a print screen and submit this as proof of good standing. You do not need to purchase proof.

If you do not have this capability, contact the Secretary of State's office at 217-782-7880.

**PERSONNEL:**

List all key persons. Key person is defined as any individual who holds a 5% or more ownership interest, regardless of position with the firm, and any officer or director, regardless of ownership in the firm. Also identify all other persons who have duties, responsibilities or authority delegated to owners, officers, partners or director. If the firm is owned by another corporation, partnership, trust or business association, identify all ultimate individuals who hold a 5% or more ownership interest. If percentage does not total 100, please explain. (I.e., "remaining ownership held by individuals with less than 5%".)

<u>Name of Person</u>	<u>Position/Title</u>	<u>% Ownership</u>

List names and titles of all individuals authorized to sign bids, proposals or contract documents:

<u>Name of Person</u>	<u>Position/Title</u>

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Identify all other names the firm or its predecessors have used in the past five years. Provide the dates that name was in effect:

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Identify key persons and any other occupations or businesses (including other construction companies) in which they are currently engaged. Please explain below or attach a separate sheet.

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Identify all firms by which key persons of this firm have been employed during the past five years and provide the dates of employment. Please explain below or attach a separate sheet.

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House Bill 3048 amends the Illinois Procurement Code to make effective June 1, 2004, that all bidders and their subcontractors are required to certify that they are participating in **apprenticeship and training programs** that are both approved by and registered with the US Department of Labor's Bureau of Apprenticeship and Training. The program(s) must be in the same trade(s) which the firm performs. **In addition, all prequalification applicants are required to provide current proof of compliance at time of application submittal. Please attach current proof of participation.** Go to [www.doleta.gov/atels\\_bat/](http://www.doleta.gov/atels_bat/) or call Dave Wyatt at the US Department of Labor at 312-596-5508 for further information, or to inquire on how to participate or how a program complying with the new requirement can be set up in your area.

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Firms must be able to check at least one trade below. Attach references for each trade checked, recent (within the past three years), relevant, construction experience (minimum of three, maximum of ten references).

Copy(ies) of current and valid Illinois FIRM licenses MUST BE PROVIDED for each trade identified with an asterisk(\*)).

<input type="checkbox"/> General	<input type="checkbox"/> Electrical	<input type="checkbox"/> Heating
<input type="checkbox"/> Ventilating	<input type="checkbox"/> Temperature Control	<input type="checkbox"/> Demolition/Excavating
<input type="checkbox"/> Other (Describe) _____		
<input type="checkbox"/> Plumbing*	<input type="checkbox"/> Roofing*	<input type="checkbox"/> Underground Storage Tank Removal*
<input type="checkbox"/> Fire Sprinkler*	<input type="checkbox"/> Asbestos Abatement*	<input type="checkbox"/> Lead Abatement*

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

**INDEMNITY BOND (Performance and Payment)**

Prequalification is contingent upon the applicant having a surety (indemnity) bond capacity authorized only by a surety company acceptable to SIUE. Surety companies that are listed in Bests' Key Rating Guide with a rating of A or better and/or are listed in the Treasury Circular are considered acceptable. Firms may forward this page by mail or fax to their local broker/agent for signature, then include signed page with application. Original signature is not required.

NAME OF FIRM APPLYING FOR PREQUALIFICATION: \_\_\_\_\_

SPECIFIC SURETY COMPANY NAME: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number/Fax Number: \_\_\_\_\_

LOCAL BROKER/AGENT: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number/Fax Number: \_\_\_\_\_

Provide the current level of performance bonding (in dollar amount) authorized by the surety. The limits listed below will not prevent a firm from bidding on a larger project than the bond limit established at the time of prequalification, so long as the bid amount falls within the bidding limit range authorized by SIUE.

Single Limit: \_\_\_\_\_ Aggregate Limit: \_\_\_\_\_

BY SIGNING BELOW, **THE LOCAL BROKER/AGENT CONFIRMS THE INFORMATION PROVIDED ON PAGE 11.**

\_\_\_\_\_  
Printed Name of Local Broker/Agent

\_\_\_\_\_  
**Signature of Local Broker/Agent**

\_\_\_\_\_  
Date

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

Insurance Coverage: Submits the name(s) of the following surety company with a minimum of B:V rating in Best's Key Rating guide who will provide Workman's Compensation, Comprehensive General, and Comprehensive Automotive Liability coverage.

NAME OF FIRM APPLYING FOR PREQUALIFICATION: \_\_\_\_\_

SPECIFIC INSURANCE COMPANY NAME: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number/Fax Number \_\_\_\_\_

LOCAL BROKER/AGENT: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Telephone Number/Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Provide the current rating in Best's Key Rating and Financial Size.

Best's Key Rating: \_\_\_\_\_ Financial Size: \_\_\_\_\_

BY SIGNING BELOW, **THE LOCAL BROKER/AGENT** CONFIRMS THE INFORMATION PROVIDED ON PAGE 12.

\_\_\_\_\_  
Printed Name of Local Broker/Agent

\_\_\_\_\_  
**Signature of Local Broker/Agent**

\_\_\_\_\_  
Date

**THE BIDDING AND CONTRACT PROVISIONS**  
**SIUE Prequalification Statement**

**INSURANCE COVERAGE:** Required Minimum Insurance Coverages: (SIUE reserves the right to add Builder's Risk on specific projects).

**Contractor's Liability Insurance.** The awarded contractor(s) shall secure, pay for and maintain such insurance as will protect it and the Owner from claims under the Worker's Compensation Act, the Worker's Occupational Diseases Act, and from any other claims for damages to property or for bodily injury or death which may arise from operations under this contract, whether such operations be self-performed or performed by any Subcontractor or by anyone directly or indirectly employed by either of them.

A. Coverages and Limits. The coverages and limits of liability shall not be less than those set forth as below. Evidence of an umbrella or excess liability policy may be provided to obtain the required limits.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
1. Workmen's Compensation and Occupational Diseases	Statutory Limits
2. Employer's Liability	\$500,000 (Coverage B)
3. Commercial General Liability (occurrence coverage) – for contracts below \$2,000,000:	
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Occurrence Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Legal Liability Limit	\$ 100,000
Commercial General Liability (occurrence coverage) – for contracts between \$2,000,000 and \$4,999,999:	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Occurrence Limit	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000
Fire Legal Liability Limit	\$ 100,000
Commercial General Liability (occurrence coverage) – for contracts exceeding \$5,000,000 – limits to be determined and identified in the supplementary conditions, but in no case less than the following:	
General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Occurrence Limit	\$5,000,000
Personal and Advertising Injury Limit	\$5,000,000
Fire Legal Liability Limit	\$ 100,000

**THE BIDDING AND CONTRACT PROVISIONS**  
**SIUE Prequalification Statement**

The Contractor's general liability or any umbrella or excess insurance shall include, without limitation, the following coverages:

- a. The Owner and the General contractor shall be named as additional insured(s) on a Primary and Non-contributory basis on the Contractor's commercial general liability and/or umbrella or excess insurance policies. In order to meet this requirement, the following wording should appear on any Certificate(s) of Insurance provided: "The Board of Trustees of Southern Illinois University and the General contractor are additional insureds for any liability incurred by the University and the General contractor arising from the activities of Contractor, Subcontractor, and/or sub-Subcontractor performing work on behalf of Contractor."
- b. Contractual liability coverage shall cover all contractual obligations which the Contractor has assumed, including the Indemnity Agreement, for the liability limits set forth above. An Owner/Contractor's protective liability policy may be provided in lieu of a commercial general liability policy for the liability limits set forth above.
- c. Coverage for "XCU" (explosion, collapse and underground) hazards shall be included for the liability limits set forth above.
- d. Coverage shall be endorsed to provide that the General Aggregate Limit applies separately to each of the insured Contractor's projects.
- e. Coverage for completed operations shall remain in effect or renewed throughout the completed operations period, which is the Statute of Limitations or Repose, whichever is greater.
- f. Any contractual exclusion relating to Personal/Advertising Injury must be deleted or the coverage added back to the policy through endorsement.
- g. Any contractual exclusion or limitation relating to work performed within fifty (50) feet of a railroad track should be deleted, if applicable.

4. Commercial Auto Liability (Including coverage for owned, non-owned and hired vehicles)

Combined Single Limit	\$1,000,000 per occurrence
OR	
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

5. Watercraft Protection and Indemnity Coverage shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified.
6. Aircraft Liability shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified.
7. Contractor's Pollution Liability (i.e. Asbestos, lead abatement, pollution) shall be purchased and maintained, if applicable, at limits equal to the required Commercial General Liability limits specified; with no less than 5 years Completed Operations coverage. Coverage shall be written on an occurrence form.

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

8. Property Damage Liability for any demolition, blasting, excavating, tunneling, shoring, or similar operations.

Owner reserves the right to require additional specialty insurance coverages or to limit exclusions at any time during the Project.

**AWARDEE(S) OF BIDS WILL BE REQUIRED TO FURNISH CERTIFICATES OF INSURANCE BEFORE BEGINNING WORK AND/OR DELIVERY. NO PAYMENTS WILL BE MADE ON A PURCHASE ORDER UNLESS CERTIFICATES OF INSURANCE HAVE BEEN RECEIVED AND APPROVED.**

**HOLD HARMLESS AGREEMENT:** The successful bidder agrees to indemnify and hold harmless the Board of Trustees, Southern Illinois University governing Southern Illinois University Edwardsville, its officers, employees, and architects and consultants from and against any and all suits, claims, demands, and losses, including reasonable attorneys' fees, costs, and expenses, based upon resulting from, or arising out of any injury to any person or persons or any damage to property which may occur or be alleged to have occurred in connection with the work, materials, or products which are the subject of a contract and/or purchase order.

**ENCLOSURE AND GENERAL QUESTIONS:**

In the past five years, has the firm or its predecessor been cited for violating state or federal safety, sanitary or environmental laws which resulted in lawsuits filed against the firm, and/or were originally categorized as repeat or willful violations? If so, attach copies of citations issued and complaints filed in any lawsuits, and state whether the violations caused injuries.

Yes  No

Has the firm or its predecessor or any key person with the firm or its predecessor ever been formally charged with or convicted of any state or federal crime (excluding traffic violations), including but not limited to the Illinois Procurement Code, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid rotating? If a conviction or plea of nolo contendere was entered, include in your explanation documentation (such as a Court Order) when the sentence ended.

Yes  No

THE BIDDING AND CONTRACT PROVISIONS  
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Has the firm or its predecessor or any key person with the firm or its predecessor ever been charged with or convicted of a state or federal civil anti-trust violation or similar offense?

Yes  No

Has the firm or its predecessor or any key person with the firm or its predecessor or any firm with which a key person was affiliated filed for bankruptcy within the past ten years?

Yes  No

Has the firm or its predecessor or any key person of the firm or its predecessor ever been suspended or debarred by a state, federal or municipal agency, including but not limited to, the Illinois Department of Labor?

Yes  No

Is any key person with the firm currently in default on a student loan?

Yes  No

Is the owner, person with an interest in firm profits, or their spouse or minor child employed in any way by the State of Illinois? If your answer to this question is “yes” and you are the lowest responsive bidder, you will be required to obtain an exemption from the Governor prior to contract award. A conflict of interest may exist, as defined by the Illinois Procurement Code (30 ILCS 500/50-13).

Yes  No

Are you (or are you the spouse of minor child of someone who is) appointed to or employed in any offices or agencies of Illinois State government, and if so, does the appointed or employed person receive compensation for such employment in excess of 60% (currently \$106,447.20) of the salary of the Governor of Illinois?

Yes  No

Has your organization ever failed to complete any work?

Yes  No

Are there any judgments, claims, or suits pending or outstanding against your organization or its officers?

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

Yes  No

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

Yes  No

Has any other organization or individual filed a lawsuit or requested arbitration against your organization with regard to construction contracts within the last five years?

Yes  No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Yes  No

Violation of Labor and Employment Laws and Regulations:

a) During the last year, has this firm been found in a hearing held before an appropriate administrative commission, hearing agency, or legal tribunal of the State of Illinois designated by law to hear and resolve such matters; to be in violation of any of the following Illinois statutes known as the Illinois Citizens Preference Act, The Veterans Preference Act, The Anti-Discrimination Act, The Illinois Human Rights Act, The Prevailing Wage Act, or The Workmen's Health and Safety Act; pursuant to a complaint being filed by or with an appropriate department or agency of the State of Illinois designated by law to monitor compliance with such laws and related regulations (e.g.: The Illinois Department of Human Rights, The Illinois Department of Labor, etc.)?

Yes  No

b) Is this firm currently under suspension in the State of Illinois by any such administrative commission, hearing agency or legal tribunal?

Yes  No

Statutory Qualifications: Is this firm disqualified, ineligible, suspended or otherwise barred by any applicable federal or state law from selling to or contracting with the Board of Trustees of Southern Illinois University?

# THE BIDDING AND CONTRACT PROVISIONS

## SIUE Prequalification Statement

Yes \_\_\_\_\_ No \_\_\_\_\_

**Additional Certification:** Has this firm been prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the response to any of the above questions is yes, provide a detailed explanation.

## **CERTIFICATION OF THE PREQUALIFICATION STATEMENT**

As conditions of the prequalification form, the firm:

Has read, understands and will comply with all instructions to this application;

Will notify Southern Illinois University Edwardsville Purchasing Department within five business days of any material changes to the information contained in this application;

Will, upon request, provide Southern Illinois University Edwardsville, with financial statements within ten business days;

Will adhere to all provisions of the Illinois Procurement Code:

Swears that all information provided by it to Southern Illinois University Edwardsville, is true and complete;

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

Will adhere to all provisions of the Drug Free Workplace Act;

Agrees that if any of the above conditions are violated by the firm or if any responses are found to be materially untrue, the prequalification of the firm will be suspended and no bids will be accepted from firm;

Authorized your firm's bank, as well as surety and local broker/agent listed on Page 11 to provide any and all information regarding the firm to Southern Illinois University Edwardsville, as a condition of the firm's prequalification;

Any contract which may result from this prequalification and subsequent bidding is subject to the provision of all applicable local, Illinois and Federal laws, including the Prevailing Wage Act (Ill. Rev. Statute Chapter 48, Section 39S-1 - 12) and the Illinois Preference Act (Ill. Rev. Statute Chapt. 48, Section 2201-2207). Subcontractor(s) to the established prime contractor(s) [successful bidder(s)] shall also be subject to the above referenced laws and acts.

**NOTE:** The University reserves the right to use the above form (or variations thereof) for prequalification of subcontractors.

This form must be signed by firm's President, Vice-President or CEO (if corporation or limited liability company), Partner (if partnership) or Sole Owner (if sole proprietorship).

*Under penalties of perjury, and the applicable statutes of the State of Illinois, I hereby swear, warrant and represent that the questions of this form have been personally answered by me, that said answers are true and correct to the best of my knowledge, and that I have authority to execute this document on behalf of this firm.*

Signed: \_\_\_\_\_

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

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

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

SUBSCRIBED AND SWORN BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

THE BIDDING AND CONTRACT PROVISIONS  
SIUE Prequalification Statement

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Notary public

My Commission expires: \_\_\_\_\_

The SIUE Prequalification Statement for the period January 1, 2013 through December 31, 2013 consists of the following information:

Prequalification Statement – 20 pages

Submitting Contractor's Substance Abuse Policy – as referenced on page 4

Compliance of submitting proof of participation in apprenticeship and training programs that are both approved by and registered with the US Department of Labor's Bureau of Apprenticeship and Training – as referenced on page 9

Completion of page 11 by bonding company

Completion of page 12 by insurance company

Signature on page 19

Form Notarized on page 19

Submission of the following:

Contract Certifications and Conflict (no transaction number required and not signature required)

Disclosures and Conflicts of Interests

Disclosure of Business in Iran

Proof of Registration with the Illinois State Board of Elections

Current proof of Vendors Legal Authorization to do business in the State of Illinois  
(Certificate of Good Standing) - <http://www.ilsos.gov/corporatelc/> - Page 9

Substance Abuse Policy – Page 4

References – Page 10

Proof of certification with CMS as minority, female and/or disabled firm – Page 2  
and/or veteran-owned and/or small business – Page 3

## CONTRACT CERTIFICATIONS AND CONFLICTS

TRANSACTION #: \_\_\_\_\_

By executing this Contract Vendor makes the following certifications and acknowledges that this Contract may be declared void if any certification is false:

1. Equal Employment Opportunity. The Vendor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act, and the rules applicable to each. The equal opportunity clause of Section 2-105 of the Illinois Human Rights Act is incorporated herein. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Vendor agrees to incorporate this clause into all subcontracts under this Contract.
2. Educational Loan Default: Debt Delinquency. If the Vendor is an individual, he/she is not in default on an educational loan funded by the State of Illinois (5 ILCS 385/3). Neither Vendor nor any affiliate is delinquent in the payment of any debt to the State of Illinois as defined by the Debt Collection Board (30 ILCS 500/50-11).
3. Criminal Convictions. Vendor has not been barred from contracting as a result of conviction of any of the following crimes: bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state; bribery or attempted bribery of an officer or employee of the State of Illinois or any other state (30 ILCS 500/50-5(a)); felony committed by any officer, director, partner or other managerial agent of Vendor under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 where conviction occurred within 5 years of date of Contract (30 ILCS 500/50-10.5); any other felony where sentence was completed less than 5 years prior to date of Contract (30 ILCS 500/50-10).
4. Inducement to Refrain from Bidding. 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).
5. Employment of Former State Officers or Employees. Vendor is not in violation of the "Revolving Door" prohibitions of the Illinois Procurement Code (30 ILCS 500/50-30) and the State Officials and Employees Ethics Act (5 ILCS 430/5-45).
6. Membership in Discriminatory Clubs. 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).
7. Certain Service Contracts (does NOT apply to 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, 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 not 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).
8. Printing Services. 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).
9. Prohibited Sources of Labor. No foreign made equipment, materials, or supplies to be furnished to the University under the Contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583/10) or by the labor of any child under the age of 12 (30 ILCS 584/10).
10. International Boycott (applies to contracts which exceed \$10,000). Neither Vendor nor any affiliate is participating in or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582/5).
11. Steel Products. If steel products to be used or supplied for the "construction, reconstruction, alteration, repair, improvement or maintenance" of a public work are being provided under this Contract, such steel products shall be manufactured or produced in the United States, unless the President of the University grants an exception (30 ILCS 565).

12. Lead Poisoning Prevention Act (410 ILCS 45). If Vendor is the owner of residential buildings in Illinois, Vendor has not committed a willful or knowing violation of the Lead Poisoning Prevention Act (30 ILCS 500/50-14.5).
13. Collection of Illinois Use Tax. Neither Vendor nor any affiliate has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois (30 ILCS 500/50-12).
14. EPA Violation. Vendor has not been found by a court or the Illinois Pollution Control Board to have committed a willful or knowing violation of the Illinois Environmental Protection Act within 5 years of date of Contract (30 ILCS 500/50-14).
15. Drug Free Workplace (applies to contracts which exceed \$5,000). If Vendor employs 25 or more employees, Vendor will provide a drug free workplace in accordance with the requirements of the Illinois Drug-Free Workplace Act; if Vendor is an individual, Vendor will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract (30 ILCS 580).
16. State Board of Elections Registration. Vendor is either (1) not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code; or (2) has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration (30 ILCS 500/20-160).
17. Legal Entity Authorized to Do Business in Illinois (does not apply to Vendors who are sole proprietors). Vendor is an existing legal entity authorized to do business in Illinois (30 ILCS 500/20-43).
18. Conflict of Interest. Vendor is under no legal prohibition on contracting with the State of Illinois and has no known conflicts of interest. In addition, Vendor has disclosed, if required, on forms provided by the University, and agrees it is under a continuing obligation to disclose to the University, 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.
19. Taxpayer ID. 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.
20. Audits. As required by 30 ILCS 500/20-65, Vendor (and any subcontractors) agrees to maintain books and records related to the performance of the Contract and necessary to support amounts charged to the University under the Contract for a minimum of three (3) years from the last action on the Contract. Vendor further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, the Chief Procurement Officer, or the University. If the Contract is federally funded, the books and records shall also be made available to the Comptroller General of the U.S. and the funding agency Inspector General.
21. Medicare/Medicaid and Other Federal Debarments. Neither Vendor 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 further 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 the life of this Contract.
22. Medical Goods and Services. If medical goods and services are to be provided to the University under this Contract, such goods and services will be provided in accordance with all applicable legal requirements, including the laws at issue under the Public Law No. 109-171 - Deficit Reduction Act of 2005 (DRA) with respect to the establishment and dissemination of written policies for detecting and preventing waste, fraud and abuse as addressed in the University policies and code of conduct.
23. IITAA Compliance (applies only to information technology contracts). 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/iitaa](http://www.dhs.state.il.us/iitaa) (30 ILCS 587).
24. This applies to chartered bus contracts and is otherwise not applicable. The Contractor certifies that it is in compliance with the Illinois Vehicle Code and that Contractor and all drivers of vehicles that will be provided under this contract are in compliance with the Uniform Commercial Driver's License Act, 625 ILCS 5/6-500.

**Business Enterprise Program for Minorities, Females and Persons With Disabilities:** In order to promote the development and use of minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities by Public Act 88-597 (30 ILCS 575/0.01, et seq.). This Act requires that each State of Illinois public university annually report its utilization of businesses owned by minorities, females and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

*PLEASE SELECT THE APPROPRIATE BOXES:*

If an individual:  Female  Male

If a company:  Female Owned (must own 51% or more)  Not Applicable

Select appropriate category:  African American  Alaskan American  Asian American  Caucasian

Hispanic  Native American  Decline to Answer

If disabled, please check:  Person with Disability

**All subcontracts of \$25,000 or more issued by Vendor under this Contract must include these Certifications, and, if applicable, the Financial Disclosures and Conflicts of Interest Form.**

**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.**

## Disclosure of Business in Iran

**You must respond to the following request for information. Failure to respond will disqualify your firm from consideration in this solicitation.**

**Does the following information apply to your firm? You must affix your signature below indicating whether the information does or does not apply to your firm.**

Within the 24 months before submission of the bid, offer, or proposal the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, has had business operations that involved contracts with or provision of supplies or services to

- (a) the Government of Iran;
- (b) companies in which the Government of Iran has any direct or indirect equity share;
- (c) consortiums or projects commissioned by the Government of Iran; or
- (d) companies involved in 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.

NO, the above information does NOT apply to our firm.

---

Signature

YES, the above information DOES apply to our firm. We understand that the University is required to notify the State Comptroller of this disclosure.

---

Signature

## **NEW 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>.**

**The Act was amended by P.A. 095-1038 effective March 11, 2009, and the amendment is available at**

**<http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-1038>.**

**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 certificate of registration with your bid or proposal.**

**If you do not certify your compliance with the Act and provide a copy of the 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.**

## **Vendor 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 vendor 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 vendor 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 vendor 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. vendors.

**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/proposer 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/proposer 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/proposer 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/proposer 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>.**

**ATTACH BOARD OF ELECTIONS REGISTRATION CERTIFICATE TO THIS PAGE.**

If you are not required to register, check here

**Vendors Legal Authorization:** Vendors may qualify to submit bids to state universities of Illinois only if they are a legal entity authorized to do business in Illinois **prior** to submitting the bid. This applies to both in-state and out-of-state firms. Failure to provide the Certificate in Good Standing (or other qualifications as noted on the attached Vendor Legal Authorization Form) with your bid may result in your bid being considered as non-responsive. **Bidders must submit a true and correct copy substantiating legal registration (30 ILCS 500/1.15.80), according to the guidelines that are referenced on the Vendor Legal Authorization form. Specific information can be obtained from the Illinois Secretary of State.** First-tier subcontractors in which subcontracts exceed \$25,000 will be required to provide this same information to the awardee and to SIUE within 20 days of the award to the awardee of this bid.



**State of Illinois**  
Illinois Department of Human Rights  
Legal Division, Public Contracts Unit

**Make payment to:**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS**  
**MAIL TO:** IDHR - FISCAL UNIT  
100 W. RANDOLPH - SUITE 10-100  
CHICAGO, ILLINOIS 60601  
TELEPHONE: 312-814-2432 (TTY: 217-785-5125)  
[Contact a Public Contracts Unit Representative](#)  
[IDHR.PublicContracts@Illinois.gov](mailto:IDHR.PublicContracts@Illinois.gov)

## **IDHR EMPLOYER REPORT FORM (PC-1): FIRST TIME APPLICATION FOR AN IDHR NUMBER**

**Instructions:** This form is to be used by entities applying for an IDHR number for the first time. IDHR Numbers expire five years after the date of issue, and may be renewed at that time for an additional \$75 fee. The information requested is necessary to accomplish the statutory purpose set forth in [775 ILCS 5/1-101 et seq.](#) Disclosure of this information is REQUIRED. Forms received with employment data omitted will not be processed. The gathering and retention of employee race/ethnicity and gender data is permitted by state and federal law so long as such data are kept separate from other personnel information and are not used for the purpose of committing unlawful discrimination. For administrative details, review [44 Ill. Admin. Code, Section 750.210\(a\)](#).

**You must file an application if your company wants to be eligible to bid on state contracts and any one of the following applies:**

- 1) your company employs 15 or more persons at the time of application for a public contract;
- 2) your company has employed 15 or more persons at any time during the 365 day period prior to the date of your applying for a public contract;
- 3) you are directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation.

**A form is deemed filed** when it is received by the IDHR Chicago office, PROPERLY completed, signed, and accompanied by a certified check, money order, or cashier's check for \$75 payable to the Illinois Department of Human Rights. No personal checks, business checks, or credit card numbers will be accepted. Any form without an approved form of payment will be returned unprocessed. This form must be filed prior to bid opening.

**Sexual Harassment Policy:** NO company without a sexual harassment policy will be issued an IDHR number. If your organization has no policy, and would like a model for creating one, please visit: [http://www.state.il.us/dhr/Programs/dhr\\_pbsx.htm](http://www.state.il.us/dhr/Programs/dhr_pbsx.htm).

**Federal Employer Identification Number (FEIN) must be provided.**

**If your entity has multiple `cWUjcb's that all have the same FEIN, you are only obligated to pay one fee (\$75) to receive an IDHR number for all `cWUjcb's having the same FEIN and wishing to be eligible to bid on business with the State of Illinois. The following form must be filled out for EACH `cWUjcb applying to do business with the State. [Click here to open additional blank copies of the following form.](#)**

For definitions of "Employees", "Race or Ethnic Background" and "Job Category" or to review the Equal Employment Opportunity Clause, Requirements regarding Sexual Harassment Policies, or applicable regulations regarding the Discriminatory Club Act, [Click Here](#).

**State of Illinois**

Illinois Department of Human Rights  
Legal Division, Public Contracts Unit  
**First Time Application**

**Make Payment (\$75 Certified Check, Cashier's Check, or Money Order) to:****ILLINOIS DEPARTMENT OF HUMAN RIGHTS****and mail to:****IDHR - FISCAL UNIT****100 W. RANDOLPH - SUITE 10-100****CHICAGO, ILLINOIS 60601****Name of Applying Company:****FEIN:****Address:****City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_ **County:** \_\_\_\_\_ **Country:** \_\_\_\_\_**Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_**Individual or sole proprietor****Corporation - not for profit****Other-****Partnership****Government entity****Corporation - for profit****Educational institution**

<b>JOB CATEGORIES</b>	<b>WHITE</b> (Not of Hispanic Origin)		<b>BLACK OR AFRICAN-AMERICAN</b> (Not of Hispanic Origin)		<b>HISPANIC OR LATINO</b>		<b>ASIAN OR PACIFIC ISLANDER</b>		<b>AMERICAN INDIAN OR ALASKAN NATIVE</b>		<b>OVERALL TOTALS</b>	
	<b>M</b>	<b>F</b>	<b>M</b>	<b>F</b>	<b>M</b>	<b>F</b>	<b>M</b>	<b>F</b>	<b>M</b>	<b>F</b>	<b>M</b>	<b>F</b>
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												

**M = MALE** COLUMN L IS SUM OF ROWS B, D, F, H, AND J.**F = FEMALE** COLUMN M IS SUM OF ROWS C, E, G, I, AND K.**Sole proprietorship:** one employee and that same employee is the owner; must fill in the above chart for the one person.**DATE OF ABOVE DATA:**

NOTE: ANSWER EACH QUESTION BELOW WITH INFORMATION PERTAINING TO THE WORK FORCE REPORTED ABOVE.

Describe the goods or services produced at or provided by the employer.

Identify the geographical area from which the company draws its employees. Use city, county, metropolitan statistical area, or distance from location.

What is the maximum number of employees working for the company during a 12-month period?

What is the average number of persons employed by the company on a year-round basis?

How many disabled persons are employed by the company?

Yes \_\_\_\_\_ No \_\_\_\_\_

Is the employer a federal contractor pursuant to [federal executive order 11246](#)?

Does the company normally hire additional employees to perform contract work?

Is the company minority owned?

Is the company female owned?

Does the company have a current written affirmative-action plan?

Does the company have a current written sexual harassment policy?

Within the past three years, has the company been declared ineligible for any public contract based on a finding of employment discrimination? If yes, attach a separate sheet fully explaining the situation.

Is this form for a location which shares a FEIN with another location that is already registered with IDHR?

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees to conform with the requirements set forth in the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the rules and regulations of the Department of Human Rights. I am authorized to sign this form on behalf of the employer.

SIGNATURE

DATE

TYPED NAME AND TITLE

TELEPHONE

EMAIL



**State of Illinois**  
Illinois Department of Human Rights  
Legal Division, Public Contracts Unit

**Make payment to:**  
**ILLINOIS DEPARTMENT OF HUMAN RIGHTS**  
**MAIL TO:** IDHR - FISCAL UNIT  
100 W. RANDOLPH - SUITE 10-100  
CHICAGO, ILLINOIS 60601  
TELEPHONE: 312-814-2432 (TTY: 217-785-5125)  
[Contact a Public Contracts Unit Representative](#)  
[IDHR.PublicContracts@Illinois.gov](mailto:IDHR.PublicContracts@Illinois.gov)

## IDHR EMPLOYER REPORT FORM (PC-1): RENEWAL OF A CURRENT IDHR NUMBER

**Instructions:** This form is to be used by an entity RENEWING an IDHR number. IDHR Numbers expire five years after the date of issue, and may be renewed at that time for an additional \$75 fee. The information requested is necessary to accomplish the statutory purpose set forth in [775 ILCS 5/1-101 et seq.](#) Disclosure of this information is REQUIRED. Forms received with employment data omitted will not be processed. The gathering and retention of employee race/ethnicity and gender data is permitted by state and federal law so long as such data are kept separate from other personnel information and are not used for the purpose of committing unlawful discrimination. For administrative details, review [44 Ill. Admin. Code, Section 750.210\(a\).](#)

**You must file a renewal if your company wants to maintain eligibility to bid on state contracts and any one of the following applies:**

- 1) your company employs 15 or more persons at the time of application for a public contract;
- 2) your company has employed 15 or more persons at any time during the 365 day period prior to the date of your applying for a public contract;
- 3) you are directed to file by a contracting agency of the State of Illinois, any political subdivision, or a municipal corporation.

**A form is deemed filed** when it is received by the IDHR Chicago office, PROPERLY completed, signed, and accompanied by a certified check, money order, or cashier's check for \$75 payable to the Illinois Department of Human Rights. No personal checks, business checks, or credit card numbers will be accepted. Any form without an approved form of payment will be returned unprocessed. This form must be filed prior to bid opening.

**Sexual Harassment Policy:** NO company without a sexual harassment policy will be issued an IDHR number. If your organization has no policy, and would like a model for creating one, please visit: [http://www.state.il.us/dhr/Programs/dhr\\_pbsx.htm](http://www.state.il.us/dhr/Programs/dhr_pbsx.htm).

**Federal Employer Identification Number (FEIN) must be provided.**

**If your entity has multiple locations that all have the same FEIN, you are only obligated to pay one fee (\$75) to receive an IDHR number for any locations having the same FEIN and wishing to be eligible to bid on business with the State of Illinois. The following form must be filled out for EACH location applying to do business with the State. [Click here to open additional blank copies of the following form.](#)**

For definitions of "Employees", "Race or Ethnic Background" and "Job Category" or to review the Equal Employment Opportunity Clause, Requirements regarding Sexual Harassment Policies, or applicable regulations regarding the Discriminatory Club Act, [Click Here](#).

**State of Illinois**

Illinois Department of Human Rights  
Legal Division, Public Contracts Unit  
**Renewal**

**Make Payment (\$75 Certified Check, Cashier's Check, or Money Order) to:****ILLINOIS DEPARTMENT OF HUMAN RIGHTS****and mail to:****IDHR - FISCAL UNIT****100 W. RANDOLPH - SUITE 10-100****CHICAGO, ILLINOIS 60601****Name of Applying Company:****FEIN:****Address:****Prev. IDHR Number:**

<b>City:</b>	<b>State:</b>	<b>ZIP:</b>	<b>County:</b>	<b>Country:</b>
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<b>Contact Name:</b>	<b>Phone:</b>	<b>Email:</b>
Individual or sole proprietor	Corporation - not for profit	Other-
Partnership	Government entity	
Corporation - for profit	Educational institution	

<b>JOB CATEGORIES</b>	<b>WHITE</b> (Not of Hispanic Origin)		<b>BLACK OR AFRICAN-AMERICAN</b> (Not of Hispanic Origin)		<b>HISPANIC OR LATINO</b>		<b>ASIAN OR PACIFIC ISLANDER</b>		<b>AMERICAN INDIAN OR ALASKAN NATIVE</b>		<b>OVERALL TOTALS</b>	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												

**M = MALE** COLUMN L IS SUM OF ROWS B, D, F, H, AND J.  
**F = FEMALE** COLUMN M IS SUM OF ROWS C, E, G, I, AND K.

**Sole proprietorship:** one employee and that same employee is the owner; must fill in the above chart for the one person.

**DATE OF ABOVE DATA:**

NOTE: ANSWER EACH QUESTION BELOW WITH INFORMATION PERTAINING TO THE WORK FORCE REPORTED ABOVE.

Describe the goods or services produced at or provided by the employer.

Identify the geographical area from which the company draws its employees. Use city, county, metropolitan statistical area, or distance from location.

What is the maximum number of employees working for the company during a 12-month period?

What is the average number of persons employed by the company on a year-round basis?

How many disabled persons are employed by the company?

Yes      No

Is the employer a federal contractor pursuant to [federal executive order 11246](#)?

Does the company normally hire additional employees to perform contract work?

Is the company minority owned?

Is the company female owned?

Does the company have a current written affirmative-action plan?

Does the company have a current written sexual harassment policy?

Within the past three years, has the company been declared ineligible for any public contract based on a finding of employment discrimination? If yes, attach a separate sheet fully explaining the situation.

Is this form for a location which shares a FEIN with another location that is already registered with IDHR?

I certify that the information provided in this report, and in any attachments thereto, is true and accurate to the best of my knowledge and belief. The employer filing this report agrees to conform with the requirements set forth in the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the rules and regulations of the Department of Human Rights. I am authorized to sign this form on behalf of the employer.

SIGNATURE

DATE

TYPED NAME AND TITLE

TELEPHONE

EMAIL

# **PROJECT LABOR AGREEMENT**

As adopted on November 10, 2004 by the  
Southwestern Illinois Building & Construction Trades Council Board of Business Agents

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between \_\_\_\_\_ and the Southwestern Illinois Building Trades Council (SIBTC) for and on behalf of its affiliates which sign a "Union Letter of Assent" (Signatory Union Affiliates) for this Project Labor Agreement, 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 renovation of existing Athletic office space in the Vadalabene Center located on the Edwardsville campus of SIUe.

## **ARTICLE I - INTENT AND PURPOSES**

1.1 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

The Project is defined as: Renovation of existing Athletic office space in the Vadalabene Center located on the Edwardsville campus of SIUe.

1.2 It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, (including all vertical agreements), except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of the International Union of Elevator Constructors.

1.3 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the Signatory Union Affiliates and the applicable employers association, if any, with the Signatory Union Affiliates with which it has a present bargaining relationship. If there has previously been no such bargaining relationship, the contractor or subcontractor shall sign and be bound to all such agreements with Signatory Union Affiliates as outlined in the scope of work in the required pre-job conference. Such agreements are incorporated herein by reference. 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 and will honor the fringe benefit collection procedures as required by the Collective Bargaining Agreement with the Signatory Union Affiliate.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Signatory Union Affiliate 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 the bargaining parties.

1.5 Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation work, or function which may occur at the Project site or be associated with the development of the Project.

1.6 This Agreement shall only be binding on the signatory parties hereto and shall not apply to their parents, affiliates, subsidiaries, or Non-Signatory Union Affiliates.

1.7 The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or nonexistence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Project Agreement, should it be designated the successful bidder.

1.8 Items specifically excluded from the scope of this Agreement include but are not limited to the following: [list all items to be excluded].

1.9 The provisions of this Project Agreement shall not apply to SIUE (Owner), and nothing contained herein shall be construed to prohibit or restrict SIUE (Owner) or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner during the term of this Agreement.

1.10 It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

1.11 It is understood that the liability of any employer and the liability of a Signatory Union Affiliate and the SIBTC under this Agreement shall be several and not joint. Provided that the SIBTC or a Signatory Union Affiliate comply with their own obligations under this Agreement, the SIBTC and non-breaching Signatory Union Affiliates will not be liable for a breach of this Agreement by a breaching Signatory Union Affiliate or any action taken by a Non-Signatory Union Affiliate. The Union agrees that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Contractor(s) or any employer.

1.12 Each affiliate union of the SIBTC representing employees engaged in construction work covered by this Agreement shall be requested to sign the "Union Letter of Assent", in the form attached hereto; provided, that the failure of any affiliate union to sign such Union Letter of Assent prior to commencement of construction work shall not diminish the applicability of this Agreement to the SIBTC and the union affiliates which have signed a Union Letter of Assent. Affiliate unions that have signed the Union Letter of Assent will be referred to as "Signatory Union Affiliates" and affiliate unions that have not signed the Union Letter of Assent will be referred to as "Non-Signatory Union Affiliates."

## **ARTICLE II - RECOGNITION**

2.1 The Contractor recognizes the SIBTC and the Signatory Union Affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the job site. Signatory Union Affiliates will have recognition on the project for their craft.

## **ARTICLE III - 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, SIBTC Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the Union 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 Union 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 IV - HOURS OF WORK OVERTIME SHIFTS & 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 Signatory Union Affiliates involved and the SIBTC 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 work day of eight (8) hours, Monday through Friday and all time on Saturday shall be paid in accordance with each crafts 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 Signatory Union Affiliate=s current Collective Bargaining Agreement.

4.3 Shift work, if used, shall be as provided in the collective bargaining agreement of each affected Signatory Union Affiliate.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (**to be celebrated on November 11**), 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 is given by the Business Manager of the Signatory Union Affiliates.

## **ARTICLE V - 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 VI-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 and the collective bargaining agreements of the Signatory Union Affiliates.

## **ARTICLE VII - GENERAL WORKING CONDITIONS**

7.1 Employment begins and ends at the project site, to be determined at the Pre-Job Conference.

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 day's work for a fair day's pay.

7.3 The Contractor may utilize brassing, 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 their trade 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 foremen ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foreman's 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 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 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.

7.9 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, making modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 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 Unions prior to any involvement on the project by these personnel. The Contractor will inform the Union 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.

## **ARTICLE VIII - SAFETY**

8.1 The employees covered 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 OSHA.

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

8.2 In accordance with the requirements of OSHA, 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 SIBTC or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

## **ARTICLE IX - SUBCONTRACTING**

9.1 The Project Contractor agrees that 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.

## **ARTICLE X - UNION REPRESENTATION**

10.1 Authorized representatives of the SIBTC and its Signatory Union 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 Signatory Union Affiliate 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 XI - DISPUTES AND GRIEVANCES**

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

11.2 The Contractors, Union, 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.

11.3 Any question 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 this 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 than 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 formal and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grievant 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 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 action at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

## **ARTICLE XII - JURISDICTIONAL DISPUTES**

12.1 The assignment of work will be solely the responsibility of the Contractor performing the work involved, in accordance with applicable Collective Bargaining Agreements and past practices. To the extent that past practice is a factor in assigning work under the Project Labor Agreement, including assignments under any collective bargaining agreements to which any of the signatory contractors hereto may be a party, the practice to be applied shall be that followed within the geographical area encompassed by the Southwestern Illinois Building and Construction Trades Council. The practice followed in any other geographical area, even though a Union signatory to this Project Labor Agreement may also represent employees in that area shall not be a factor in the assignment. All jurisdictional disputes between or among Building and Construction Trades Unions and employees and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and

Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union parties to this Agreement.

12.2 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.

12.3 Each Contractor will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

### **ARTICLE XIII - 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 SIBTC, its Signatory Union Affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Signatory Union Affiliate or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The SIBTC and its Signatory Union Affiliates shall not sanction, aid or abet, encourage or continue any work stoppage, 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 SIBTC and the Signatory Union Affiliates 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 SIBTC nor its Signatory Union Affiliates will be liable for acts of employees for whom it has no responsibility. The principal officer or officers of the SIBTC will immediately instruct order and use the best efforts of his office to cause Signatory Union Affiliates to cease any violations of this Article. The SIBTC in its compliance with this obligation shall not be liable for unauthorized acts of Signatory Union Affiliates or Non-Signatory Union Affiliates. The principal officer or officers of any involved Signatory Union 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 breach of this Article is alleged, after all involved parties have been notified of the fact.

- a. The party invoking this procedure shall notify a person 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) hours 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 herein above 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 *ex parte*. 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, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

h. If the Arbitrator determines in accordance with Section 13.5 that the SIBTC or a Signatory Union Affiliate has violated Article XIII, the SIBTC or the Signatory Union Affiliate shall, within eight (8) hours of receipt of this Award, direct all employees they represent at the project to immediately return to work. If the employees do not return to work at the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the SIBTC or Signatory Union Affiliate have not complied with Section 13.4 above, then the SIBTC or the Signatory Union Affiliate which has not complied with Section 13.4 shall pay the sum of ten thousand dollars (\$10,000) as liquidated damages to the affected owner, and shall pay an additional ten thousand dollars (\$10,000) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Section and Section 13.4, and to assess liquidated damages.

#### **ARTICLE XIV - GENERAL SAVINGS CLAUSE**

14.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

#### **ARTICLE XV - TERM OF AGREEMENT**

15.1 This Agreement shall be in full force as of and from the date of the Notice of Award to the Final Acceptance of all applicable contractors.

**IN WITNESS WHEREOF**, the respective duly authorized representatives of the parties hereto have executed this Agreement on the date set forth opposite their respective signatures.

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

\_\_\_\_\_  
(Contractor Representative)

\_\_\_\_\_  
(Firm's Name)

\_\_\_\_\_  
(Firm's Address)

\_\_\_\_\_  
(Firm's Telephone/Contact Number)

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

\_\_\_\_\_  
Dale Stewart, Exec. Sec.-Treas.  
Southwestern Illinois Building &  
Construction Trades Council  
2A Meadow Heights Professional Park  
Collinsville, IL 62234

## **ATTACHMENT A**

### ***CONTRACTOR LETTER OF ASSENT***

All contractors of whatever tier (except those construction contractors who have directly signed the Agreement) shall execute the following Letter of Assent prior to commencing work:

(Contractor Letterhead)  
(Name of Owner)  
Office of Owner Representative  
Attn:

RE: RFQ 8928: Renovation of existing Athletic office space in the Vadalabene Center located on the Edwardsville campus of SIUe

Dear Sir:

Pursuant to Article I, Section 1.2, of the above reference Agreement, the undersigned contractor hereby agrees that it will be bound by and comply with all terms and conditions of said Project Labor Agreement, and any amendments thereto.

This Letter of Assent will remain in effect for the duration of the Agreement, and any extensions, after which this understanding will automatically terminate, except as provided for in Article I, Section 1.9, of the Agreement.

Sincerely,

(Name of Contractor or Subcontractor)

By:

Title:

## INSTRUCTION TO BIDDERS

### Award of Contract

The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these instructions, the bid forms and the other bid documents. A responsible bidder is a bidder demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work called for by the contract, based upon a determination of competent workmanship and financial soundness. An ~~A~~eligibleeligible bidder is a bidder who is not debarred from bidding under any applicable law, and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the project. In the interests of such harmony, the long-term supply of skilled manpower, and to provide a legally enforceable means of assuring labor stability and labor peace over the life of the project, each successful bidder and any and all levels of subcontractors, as a condition of being awarded a contract or subcontract, shall be required to enter into a Project Labor Agreement for the project known as: Renovation of existing Athletic office space in the Vadalabene Center located on the Edwardsville campus of SIUe with the Southwestern Illinois Building and Construction Trades Council, AFL-CIO, and its Signatory Affiliated Local Unions for the development and construction of the Project, and will be bound by the provisions of that agreement in the same manner as any other provision of the contract.

**BIDDER'S EMPLOYEE UTILIZATION FORM**

No minority or female workforce hiring goals have been established for this contract. However, the bidder agrees to make a good faith effort to employ females and minorities in the various job categories under this contract.

Failure to complete the PC-2 form may result in bid rejection.

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

**GOALS**

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

**Minority / Female Utilization**

**Percent**

Sheet Metal (03)	25 %
Equipment Operator (04)	20 %
Elevator Mechanic (05)	12 %
Ironworker/BoilerMaker (06)	20 %
Carpenter (07)	25 %
Acoustical Tiler (08)	15 %
Ceramic Tilesetter (09)	15 %
Brick Mason/Tuckpointer (10)	15 %
Cement Mason (11)	20 %
Lather - Metal/Wood (12)	15 %
Taper (13)	15 %
Plasterer (14)	15 %
Painter (15)	20 %
Glazier (16)	12 %
Roofers (17)	25 %
Metal Deck Roofers (18)	12 %
Pipefitter/Sprinkler Fitter (19)	25 %
Plumber (20)	25 %
Insulator (21)	12 %
Temperature Control (22)	15 %
Laborer (23)	33 %
Electrician (24)	25 %
Fencing/Guard Rail (25)	20 %
Landscaping (26)	20 %
Truck Driver (28)	25 %
Air Test & Balance (29)	12 %
SndBlist/Wtprfng/Caulkers (30)	12 %
Asbestos Worker (31)	30 %
Terrazzo (32)	15 %
Carpet (33)	15 %

**INSTRUCTIONS**

for

**Project:**

**Trade:**

Table A. (see next page) Under "Total Employees", project the total number of employees to be used in the performance of the contract work by your firm and your subcontractors. In the other columns, project a breakdown of the number of minority/female employees.

**Contact Person**

**Firm Name**

**Address**

**Address**

**Telephone Number**

Contract/Trade Bid

Tech I.D.

Monitored

TABLE A

TRADE CATEGORIES	Trade Codes	Total Employees		African American		Hispanic		Native American		Asian	
		M	F	M	F	M	F	M	F	M	F
Sheet Metal	03										
Equipment Operators	04										
Mechanics	05										
Ironworkers/Boilermakers	06										
Carpenters	07										
Acoustical Tilers	08										
Ceramic Tilesetters	09										
Brickmasons/Tuckpointers	10										
Cement Masons	11										
Lathers (Metal/wood)	12										
Tapers	13										
Plasterers	14										
Painters	15										
Glaziers	16										
Roofers	17										
Metal Deck Roofer	18										
Pipefitters/Sprinklerfitters	19										
Plumbers	20										
Insulators	21										
Temperature Control	22										
Laborers	23										
Electricians	24										
Fencing, Guard Rails	25										
Landscaping	26										
Wall Drilling	27										
Truck Drivers	28										
Air Test & Balancing	29										
Sand Blstg/Wtrprg/Caulkers	30										
Asbestos Workers	31										
Terrazzo	32										
Carpet	33										
<b>Totals</b>											

**NOTE:**

Failure to complete DHR Form PC-2 may result in rejection of the bid. Bidder shall set forth a projection of the total workforce to be allocated in contract in Table A. Approval of the workforce hiring projection is a post-award requirement.

## STANDARD QUALIFICATIONS, CERTIFICATIONS, REPRESENTATIONS, & DISCLOSURES ATTACHMENT

Subcontractors shall, as a material requirement and condition of this contract, be and remain in compliance with this attachment.

If this is a multi-year subcontract, including the initial term and all optional renewals, subcontractor shall reconfirm compliance with this Attachment by July 1 of each year that this subcontract remains in effect.

Subcontractor shall obtain from all subsequent subcontractors a statement of compliance with these provisions.

Should Subcontractor or its subcontractors fail to be or remain in compliance, the subcontract may be void by operation of law or the subcontract may be voidable at the option of the state. Violation of certain provisions may also be a civil or criminal offense.

If any subsection is not applicable to this subcontract it shall be ignored and may be noted as not applicable without affecting the remaining subsections.

1. Subcontractor, 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 subcontract.
2. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is not otherwise applicable.** Subcontractor is not in default on an educational loan (5 ILCS 385/3).
3. **This does not apply to contracts with the state universities.** Subcontractor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Subcontractor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that subcontracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Subcontractor 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)
5. **This applies to service subcontracts and is otherwise not applicable.** To the extent there was a incumbent Subcontractor providing the services covered by this subcontract and the employees of that Subcontractor that provide those services are covered by a collective bargaining agreement, Subcontractor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the subcontract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this subcontract (30 ILCS 500/25-80).
6. Subcontractor 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 Subcontractor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
7. If Subcontractor 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 Subcontractor, or any officer, director, partner, or other managerial agent of Subcontractor, 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. Subcontractor further certifies that it is not barred from being awarded a subcontract and acknowledges that the State shall declare the subcontract void if this certification is false (30 ILCS 500/50-10.5).
9. Subcontractor 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 Subcontractor and its affiliates acknowledge the State may declare the subcontract void if this certification is false (30 ILCS 500/50-11) or if Subcontractor 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. Subcontractor 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 subcontract being declared void.

11. Subcontractor 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 subcontract. If the State later determines that this certification was falsely made by the Subcontractor, the Subcontractor acknowledges that the State may declare the subcontract void (30 ILCS 500/50-14).
12. Subcontractor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Subcontractor 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).
13. Subcontractor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
14. Subcontractor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
15. Subcontractor 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).
16. **This applies to subcontracts for public works or the maintenance thereof and is otherwise not applicable.** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a subcontract 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).
17. Subcontractor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Subcontractor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the subcontract. This certification applies to subcontracts of \$5000 or more with individuals and to entities with 25 or more employees (30 ILCS 580).
18. **This applies to subcontracts that exceed \$10,000 (30 ILCS 582) and is otherwise not applicable.** Neither Subcontractor 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.
19. Subcontractor 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. Subcontractor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
21. Subcontractor 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. Subcontractor 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 subcontract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
23. Subcontractor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the subcontract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
24. Subcontractor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
25. **This does not apply to contracts with the state universities.** Subcontractor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Subcontractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$50,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
26. **This applies to information technology subcontracts and is otherwise not applicable.** In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this subcontract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).

27. In compliance with Section 20-65 of the Illinois Procurement Code (30 ILCS 500/20-65), Subcontractor shall maintain books and records relating to the performance of the subcontract and necessary to support amounts charged to the State under the prime contract. Books and records, including information stored in databases or other computer systems, shall be maintained by the subcontractor for a period of three years from the later of final payment under the term of the subcontract or during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Subcontractor shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the prime contract for which adequate books and records are not available to support the purported disbursement. Subcontractor shall not impose a charge for audit or examination of the Subcontractor's books and records. If federal funds are used to pay prime contract costs, the Subcontractor must retain its records for five years. Subcontractor shall take reasonable steps to insure that any of its subcontractors are in compliance with the requirements of this section.

28. Subcontractor 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 which would prohibit Subcontractor from having or continuing the subcontract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Subcontractor's obligation under this subcontract. Subcontractor shall not employ any person with a conflict to perform under this subcontract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Subcontractor or the subcontract, Subcontractor certifies it has disclosed that information to the State if required, on forms provided by the State. Subcontractor further certifies that the procuring agency has provided proof of waiver and filing with the Secretary of State and the Comptroller in accordance with applicable law and rule. A waiver is required if:

- a) the person intending to subcontract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b) the subcontract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the subcontract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

Subcontractor certifies it has no conflicts of interest.

or

Subcontractor certifies it has a potential conflict of interest. If checked, provide the following information:

Name of each conflicted individual: \_\_\_\_\_

Nature of the conflict: \_\_\_\_\_

Name of the State agency that is associated directly or indirectly with the conflicted individual: \_\_\_\_\_

Procuring agency has provided me with a copy of the conflicts waiver and proof of filing with SOS and Comptroller.

29. Subcontractor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Subcontractor will not make a contribution that will violate. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the subcontract term, whichever is longer.

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

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

Subcontractor 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. **A copy of the current valid certificate of registration issued by the State Board of Elections is attached.**

31. Use of lobbyist: Subcontractor acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this subcontract.

Subcontractor has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this subcontract.

Or

Subcontractor has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the subcontract:

Name and address of person: \_\_\_\_\_

All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_

Subcontractor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration.

## **CONFLICT OF INTEREST DISCLOSURES**

**Instructions.** Subcontractor shall disclose financial interests, potential conflicts of interest and subcontract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or subcontract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the subcontract, 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 5 sections to this form, and each must be completed in order to submit complete information.

Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the subcontract if the bid or offer is successful. As required by 30 ILCS 500/50-2, Subcontractors must submit these disclosures on an annual basis.

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

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

This disclosure information is submitted on behalf of (show official name of Subcontractor, and if applicable, D/B/A and parent):

Name of Subcontractor: \_\_\_\_\_

D/B/A (if used): \_\_\_\_\_

Name of any Parent Organization: \_\_\_\_\_

### **Section 1: Section 50-13 Conflicts of Interest**

*All Subcontractors must complete this section regardless of the dollar value of the subcontract or method of procurement. Even if you mark "No Conflict of Interests" you still need to complete Sections 2, 3, 4 and 5 of this form.*

(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 subcontract, or any direct pecuniary interest in any subcontract 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 subcontract 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 subcontract 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 subcontract 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 50-35 Disclosure of Financial Interest in the Subcontractor.**

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

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

i. Subcontractor 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. 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 .

ii. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships 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 subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

**OR**

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

iii. These Subcontractors 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.

iv. Subcontractor shall identify each subcontract, pending subcontracts, bids, proposals and other ongoing procurement relationships 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 subcontract reference number (Attach additional pages as necessary. Show "none" if appropriate).

**OR**

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

v. For **each individual** having any of the following financial interests in the Subcontractor (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: \_\_\_\_\_

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: \_\_\_\_\_

\*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 \_\_\_\_\_ %

vi. In relation to individuals identified in item I 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 end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 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 Subcontractor'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

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No

OR

I have determined that no individuals associated with this organization meet the criteria that would require the completion of Subsection ii.

## Representative Lobbyist/Other Agent

Is the Subcontractor 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 subcontract?

Yes  No

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

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## Debarment/Legal Proceeding Disclosure

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from subcontracting with any governmental entity	Yes	No <input type="checkbox"/>
Professional licensure discipline	Yes	<input type="checkbox"/>
Bankruptcies	Yes	<input type="checkbox"/>
Adverse civil judgments and administrative findings	Yes	<input type="checkbox"/>
Criminal felony convictions	Yes	<input type="checkbox"/>

If any of the above are 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.

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## Current and Pending Subcontracts

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

Yes  No

If yes, please identify each subcontract, pending subcontract, 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 subcontract reference number.

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## TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - If you are an individual, enter your name and SSN as it appears on your Social Security Card.

- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_  
 Or  
 Employer Identification Number \_\_\_\_\_

**Legal Status (check one):**

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

**This Standard Qualifications, Certifications, Representations, & Disclosures Attachment is submitted on behalf of:**

(Subcontractor Name)

Name of Authorized Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

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

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



BOARD OF TRUSTEES OF  
~~SOUTHERN ILLINOIS UNIVERSITY EDWARDSVILLE~~

Facilities Management Office  
Campus Box 1012  
Edwardsville, IL 62026  
618/650-2560 FAX 618/650-2595

**CERTIFIED PAYROLL**

SIUE Purchase Order Number	
Company Name	
Address	
Pay Period	

The following statement is a part of the submission:

“The contractor certifies that (1) the payroll record is true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act (820 ILCS 130/5); and (3) the contractor or subcontractor is aware that filing a certified payroll which he or she knows to be false is a Class B misdemeanor.”

X \_\_\_\_\_  
\_\_\_\_\_  
Contractor’s Signature and Date

This form must be signed by an authorized representative of the contractor’s firm.

Submit paper records to: SIUE, Attn: Roberto Canessa, SIUE Campus Architect, Campus Box 1039, Edwardsville, IL 62026

Submit electronic records (Word or PDF) to: Roberto Canessa [rcaness@siue.edu](mailto:rcaness@siue.edu).

Illinois state law requires all contractors working on University construction projects to submit certified payroll records to the University. The payroll records must include all workers employed by contractors on a University project.

Payroll records are to include: each worker’s name, classification or classifications, hourly wage paid in each pay period, number of hours worked each day.

You must submit a certified payroll only for employees working on a University project.

## **What information do you have to supply?**

For each project, contractors and sub-contractors must submit:

- For each employee:
  - o Name
  - o Classification or classifications
  - o Hourly wages paid in each pay period
  - o The number of hours worked each day in the pay period
- A statement signed by the contractor or sub-contractor certifying that the records are true and accurate; that the hourly wage paid each worker is not less than the general prevailing wage rate; and that the contractor is aware that knowingly filing a false certified payroll is a misdemeanor crime.

**The University does not mandate that the information be provided in a certain way. The contractor must provide all the information required and must attach the University's cover sheet to each submittal.**

**You do not have to submit a certified payroll for all of your employees.** You must submit a certified payroll only for employees working on a University public works project. Existing state law defines these employees as: "Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works shall be deemed to be employed upon public works."

**You do not have to submit the certified payrolls of your suppliers or their sub-contractors.** The legal definition of public works employees excludes the employees and subcontractors of suppliers and the manufacturers or processors of materials and equipment.

**Do sub-contractors submit their reports separately, or do prime contractors have to collect and submit the reports of all their sub-contractors?** It is the responsibility of each firm to submit certified payrolls every month. Prime contractors are not responsible for the submissions of sub-contractors. Prime contractors *may* collect certified payroll reports from their sub-contractors and submit them as one package if they so choose. These decisions should be made cooperatively by each prime contractor and sub-contractor.

**Failing to submit a certified payroll**, or knowingly filing a false payroll is a Class B misdemeanor, punishable by up to six months in jail. A general contractor is not liable for false information supplied by a sub-contractor unless he knowingly submit a false certified payroll submitted by a sub-contractor.

Under the law, the University will retain these certified payroll records for three years. Most of the information is considered public record and will be available through the Freedom of Information Act. An employee's address, telephone number and social security number will not be released by the University.

The law was signed and became effective on August 10, 2005.

This requirement was the subject of House Bill 188, which was approved by the General Assembly in May, 2005. The bill amends Chapter 820 of the Illinois Compiled Statutes, Section 130/5. The law can be found on-line by visiting [www.ilga.gov](http://www.ilga.gov) and going to the "bill search" page.



# **Contractor Safety Program Handbook**

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## **APPENDICES**

Appendix 1 Erosion Control Inspection Report

Appendix 2 Southern Illinois University Contractor Safety Field Guide

## **I. Purpose**

The purpose of the Southern Illinois University Edwardsville (SIUE) Contractor Safety Program is the protection and safety of all persons and property while contractors perform work for SIUE. This Program applies to the Edwardsville, Alton, and East St. Louis campuses.

Contractors performing construction type work are responsible for conforming to the provisions of the SIUE Contractor Safety Program, which has been prepared for the protection and safety of all persons and property. This in no way reduces or mitigates the Contractor's responsibility to comply with environmental, safety and health regulations as well as to provide a safe working environment for crews and the public. This handbook can be viewed online at <http://>-----.

## **II. Application**

This program applies to any Contractor and Contractor employees performing contract work for SIUE. Contractors include, but are not limited to the following:

- Construction Managers
- General Contractors
- Hazardous Waste / Disposal Haulers
- Laboratory Testing Contractors
- Remediation Contractors
- Service Contractors
- Sub-Contractors

## **III. Procedures**

### **A. General Safety Requirements**

#### **1. Standard Safety and Security Procedures**

The University may require a Contractor to temporarily or permanently remove a Contractor employee(s) from the SIUE premises for any of the following reasons.

- Possession or use of alcoholic beverages or regulated drugs not prescribed by a physician or misuse of prescription medication.
- Possession of explosives, firearms, ammunition and/or other weapons.
- Deliberate violation of safety or security rules.
- Illegal dumping, handling, or disposal of hazardous materials.
- Destruction or removal, without written permission, of any property belonging to SIUE, the property owner, employee or other contractors or employees.
- Intimidating, threatening, harassing, impeding or interfering with an inspector, SIUE police officer, or University employee, student or designated representative.
- Using emergency exits other than for emergencies or blocking emergency exits.
- Misuse of fire prevention and protection equipment.

- Unauthorized removal or destruction of a safety barricade, handrail, guardrail, warning sign, fall protection, or other warning devices intended to protect University students, faculty, staff, neighbors or property.
- Failure to follow any federal, state, and local regulations and laws, as well as any policy of SIUE.

Written approval to begin work typically is granted by Facilities Management (FM) or University Housing Facilities Management (UHFM), but may require specific written approval from other University departments. Approvals must be requested during normal business hours with at least 72 hours notice.

Contractors must notify (by telephone or letter, depending on time constraints) the SIUE Project Manager, FM (Customer Service 618-650-3711) or UHFM (618-650-2070) depending on who has authority over the work, prior to performing the following activities in an existing building, or buildings occupied by University personnel, unless the project documents expressly authorize the activity without such notification requirement:

- Working on electrical, steam, chilled water systems or other energized systems.
- Working on heating, ventilation, or air conditioning equipment.
- Working in confined spaces on campus including but not limited to manholes, tanks, tunnels, vaults. (see the confined space section of this document)
- Working on security systems.
- Working on sprinkler systems or fire alarm systems.
- Moving emergency equipment (fire extinguishers, first aid kits, AEDs, etc.), provided by SIUE.
- Working with hazardous materials (including solvents and paints).
- Using powder actuated tools.
- Operating a power vehicle or self-propelled work platform.
- Excavation or trenching.
- Working with compressed air or gases.
- Working on a roof.
  
- Working on fire protection or detection systems.
- Installing a temporary electrical service.
- Using a gas, diesel, or LP (propane) powered engine indoors.
- Lifting or hoisting with cranes, derricks, hoists or helicopter.
- Performing blasting operations.
- Any additional or supplemental work not listed in the project documents which has a high risk of injury to the Contractor, the Contractor's employees or other persons or property.

Contractors must obtain approval from the SIUE Office of Emergency Management and Safety (EM&S) (618-650-3584) prior to performing the following activities:

- Disposing of hazardous wastes (including waste oil & lead-containing materials).
- Using radioactive sources or conducting field radiography (x-ray).
- Working with or impacting suspect asbestos-containing materials.
- Using a Class 3 or 4 laser.
- Working on a fume hood, biological cabinet or autoclave.
- Working in a solvent storage area.

#### Special Rules for Operations Involving Utilities:

- Only SIUE Facilities Management may shut down or start up operating utilities.
- The Contractor must contact the SIUE Project Manager, who will coordinate with FM or UHFM in advance of the need for such shutdowns or startups.

#### Special Rules for Lockout/Tagout of Machinery, Pipes, etc.:

- If the Contractor intends to service or maintain equipment that holds stored energy or that could potentially injure a person if unexpectedly started, the Contractor must inform and coordinate with the SIUE Project Manager or Departmental contact of the lockout/tagout procedures they intend to use.

## **2. Contractor Safety Training**

The Contractor shall, upon request, provide copies of all applicable safety training certificates of their employees to the SIUE EM&S office and the project manager. The EM&S Safety Officer will share the Field Guide (Appendices 2) with contractors at pre-construction meetings.

## **3. Housekeeping**

The Contractor is responsible for ensuring and maintaining good housekeeping while at SIUE. The Contractor must keep work site neat, clean, orderly and free of excess trash debris and never block walkways, stairs, exits, or create a tripping hazard

## **4. Accident, Incident, Injury or Illness**

In an emergency situation, the Contractor must notify the SIUE Police Department at 9-1-1. All work related accidents, incidents, injuries, and illness must be immediately reported to the SIUE Project Manager. The Contractor is also responsible for notifying OSHA of any incident that is reportable to that agency. In non-emergency situations contact the SIUE Police Department at 618-650-3324 for assistance.

## **B. Environmental Issues**

- 1. Hazardous and Solid Waste
- The Contractor is responsible for handling and disposing of all hazardous, special, and normal waste generated as a result of their construction activities.

## **2. Storm Water**

The Contractor shall conduct all storm water control activities in accordance with the approved Storm Water Pollution Prevention Plan (SWPPP) for the project. The SWPPP is to be prepared and sealed by a professional engineer licensed in the State of Illinois.

The Contractor shall conduct an inspection of all site storm water control weekly or immediately subsequent to a precipitation event of 0.5 inches or greater. The Contractor shall complete the Illinois Department of Transportation erosion control report form for each inspection (see appendix).

## **2. Spill Prevention**

The Contractor is responsible for any spill within the construction limits of the project and those outside of the construction limits that are caused by the Contractor's defective equipment, containers, personnel or subcontractors. The Contractor shall have on site at all times a spill kit(s) capable of cleaning up a 40 gallon spill. For larger spills the Contractor must provide to the SIUE Project Manager the name, address, and phone number of the emergency response company to be contacted for clean up. The full cost of any clean up shall be the sole responsibility of the Contractor.

## **C. Construction in Occupied Buildings**

When building occupants are present during construction projects additional safeguards must be implemented to eliminate exposures and complaints. Dusts/particulates from demolition, sanding and other construction activities must be controlled by adequate ventilation, or containment and negative air ventilation systems based upon the specific type of activity and particle. Similar controls must be utilized for odorous activities including, but not limited to, carpet adhesive, painting, welding, and coatings.

The Contractor shall ensure that the HVAC system is protected in order to prevent contamination. If an HVAC system is unprotected and contaminated by construction/demolition materials, the Contractor shall be held responsible for the cost of cleaning the system and other related cleaning.

Negative air ventilation systems shall have appropriate filtration and be exhausted outside of the building.

Any cost of delay, due to air quality issues, shall be paid by the Contractor.

## **D. OSHA Compliance Issues**

### **1. Right-To-Know / Hazard Communication (29 CFR 1926.59)**

- Specific Issues
- The Contractor's HAZCOM program must be available and provided upon request to the SIUE EM&S office. It must contain the following information: a written hazard communication program, an inventory of chemicals, MSDSs for all chemicals on site, labeling of all containers and other warnings, and documentation of employee safety training.

### **2 Confined Space Entry (29 CFR 1926.21(b)(6)(i)&(ii) and 29 CFR 1910.146)**

#### *Specific Requirements*

- The Contractor is responsible for developing, implementing and maintaining his/her own Confined Space Entry Program, including provisions for emergency rescue in accordance with OSHA regulations as it applies to the work of a particular contract. The Contractor's Confined Space Entry Program must be available and provided upon request to the SIUE EM&S, FM or UHFM.

- The Contractor is responsible for identifying all confined spaces within the scope of work and construction limits.
- When both University personnel and Contractor personnel are working in or near confined spaces, the Contractor shall coordinate all operations with the affected University personnel before entry. Advance verbal or written notification to the affected University employees is always required.

### **3. Excavation (29 CFR 1926, Subpart P)**

#### Specific Requirements

- The Contractor's excavation plan must be made available and provided upon request to the SIUE EM&S, FM or UHFM, or the SIUE Project Manager.
- The Contractor shall maintain a physical barrier around all excavations and machinery. Barriers such as properly supported snow fencing, orange safety fencing, barricades, or temporary chain link fencing are recommended. All excavation sites are to be secured during off work hours to prevent unauthorized access.
- The Contractor is responsible for providing the proper signage necessary to direct both vehicular and pedestrian traffic safely around or through the work area.
- When working around trees on SIUE property, the Contractor must take special precautions not to harm a tree in any way. The Contractor must notify the SIUE Grounds Superintendent at 650-2719 for coordination
- All open holes, trenches or other excavations that create a hazard to persons must be covered, filled, and/or guarded by a railing system before the Contractor leaves the excavation site.

### **4. Lock out / Tag out ( 29 CFR 1926.417 and 29 CFR 1910.147)**

#### Specific Requirements

- University Facilities Management is responsible for all shut down and start up of utility systems for all University properties.
- The Contractor will maintain a log of all machines and equipment that are locked out and/or tagged out during the performance of the work of this contract. This log shall identify the equipment that was worked on, the date that work was performed, and the name of the individual performing the work. The Contractor shall submit this log, upon request, to EM&S, FM, or UHFM on a monthly basis when lockout/tagout work is being performed.

### **5. Compressed Gas Cylinders (29 CFR 1910. 101, 29 CFR 1910.253, and 29 CFR 1926.350)**

- Specific Requirements Storage of cylinders, overnight, by the Contractor, in any University building is strictly prohibited.
- If a leak develops in a cylinder that cannot be immediately corrected, the cylinder must be safely transported to a location outside the building. Use of an elevator is prohibited under such conditions. Immediately notify the SIUE Police at 618-650-3324 for assistance.

### **6. Powder-Actuated Tools (29 CFR 1926.302(e)(1-12)**

#### Specific Requirement

Powder-actuated tools can pose hazards to persons and property. Such tools are not permitted in occupied University buildings without written approval of the SIUE Project Manager and/or EM&S.

## **7. Hot Work**

### **Specific Requirement**

All hot work performed by the Contractor is the Contractor's responsibility. The Contractor's hot work program must be available and provided upon request to the SIUE Project Manager or EM&S.

## **E. Work On or Adjacent to University Roadways**

### **Specific Requirements**

When work is being performed on or adjacent (15 feet or less) to a University roadway the Contractor is responsible for contacting Facilities Management and/or the SIUE Police Department and making all arrangements for road closures, detours, etc. All roadway associated construction activity must comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) latest edition.

All Contractor personnel shall wear high-visibility safety apparel compliant with requirements of ISEA "American National Standard for High-Visibility Safety Apparel" latest revision, and labeled as ANSI 107-1999 standard performance for Class 1, 2, or 3 risk exposure. The Contractor shall designate a competent person to be responsible for the worker safety plan within the activity area of the job site. The competent person shall make the selection of the appropriate class of garment.

When any vehicle, trailer, or other construction equipment is parked or placed on the shoulder of a roadway (not on the roadway surface), clean high visibility orange cones shall be set approximately 20 feet from the front and rear of the equipment on the traffic side. The cones shall be in accordance with the IDOT Quality Standard for Work Zone Traffic Control Devices 2004, latest revision.

# APPENDIX 1



# Illinois Department of Transportation

## Storm Water Pollution Prevention Plan Erosion Control Inspection Report

Date of Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Type of Inspection: Weekly   
>0.5" Precip.

Precip. Amount: \_\_\_\_\_

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

Subs: \_\_\_\_\_

County: \_\_\_\_\_

Section: \_\_\_\_\_

Route: \_\_\_\_\_

District: \_\_\_\_\_

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

Job No. \_\_\_\_\_

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

NPDES Permit No: \_\_\_\_\_

Erosion Control Deficiency Deduct \$ \_\_\_\_\_

Total Disturbed Area: \_\_\_\_\_ acre

Ready for Final Cover: \_\_\_\_\_ acre

Final Cover Established: \_\_\_\_\_ acre

**Instructions to the Inspector:** Inspections are to take place every seven (7) days and within 24 hours of a rainfall event of a rainfall event of 0.5 inches or more. Inspections are to be conducted every week of the project duration including the winter months until 70% viable vegetative cover is achieved. The primary objective for establishing and maintaining temporary erosion control measures is to ensure that sediment is retained within the project limits. If sediment or other pollutants of concern are released from the project site, an Incidence of Non-Compliance (ION) must be submitted to the Illinois Environmental Protection Agency immediately. Note maintenance of and changes to the in-place ESC measures on the project SWPPP. If the answer to any of the following is "No," the contractor is hereby ordered to correct the deficiency.

### SITE CONDITIONS ON DAY OF INSPECTION

#### Erosion and Sediment Control:

**Slopes:** Do all slopes where soil disturbing activities have taken place and not been permanently restored, have adequate temporary seeding or protection?  Yes  No

**Ditches** Are all ditches existing, temporary, and/or proposed) clear of sediment and/or debris.  Yes  No

**Perimeter Erosion Barrier:** Are all perimeter erosion barriers in good working order?  Yes  No  
Has perimeter barrier no longer needed been removed and the area restored?  Yes  No

**Temporary Ditch Checks:** Are all temporary ditch checks in good working order?  Yes  No  
Are the current ditch checks adequate to control erosion?  Yes  No

**Inlet Filters:** Are ALL inlet filters in good working order and less than 25% full?  Yes  No

**Outfalls:** Are all outfalls free of any signs of sediment discharge?  Yes  No

#### Areas of Interest – Wetland/Prairie/Tree Preservation:

Has the contractor remained clear of all designated "no entry" areas?  Yes  No  
Are all "no intrusion" areas adequately marked to prevent accidental entry?  Yes  No

**Stock Piles:** Are all stockpiles properly maintained to prevent runoff and protected to minimize spread in case of erosion?  Yes  No

**Borrow/Waste Sites:** Are all borrow and waste locations, including those which are offsite, in compliance with all NPDES rules and regulations?  Yes  No

## **General Site Maintenance Required of the Permit**

**Concrete Washout Areas:** Are concrete washout areas adequately maintained?  Yes  No  
Has all washout occurred only at designated washout locations?  Yes  No

**(The contractor may want to consider designating additional area(s) for use.)**

**Staging/Storage Areas:** Are all staging/storage facilities free of litter, leaking containers, leaking equipment, spills, etc?  Yes  No

**Vehicle Tracking:** Is the site free from mud, sediment and debris from the vehicles entering/leaving off road areas throughout the site?  Yes  No

**Fuel/Chemical Storage Locations:** Are all designated fueling locations free of evidence of leaks and or spills?  Yes  No

**Update SWPPP:** Have all changes to the projects SWPPP been noted on the graphic site plan?  Yes  No

### **Specific Instructions Related to “No” Answers From Above:**

### **Other Comments:**

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**Additional Pages (Attached As Needed)**

- Outfalls / Receiving Waters
- Drainage Structure/Ditch Check Locations
- Additional Instructions to Contractor

Other: \_\_\_\_\_  
\_\_\_\_\_

Repairs and stabilization to be completed within 24 hours of this report (or as indicated above) or the DAILY Erosion and Sediment Control Deficiency Deduction will be assessed for each noted deficiency until the required action is completed.

Inspector's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
Original: Project File  
cc: Contractor

## APPENDIX 2

# **Southern Illinois University Edwardsville**

## **Emergency Management and Safety**

### *Contractor Safety Field Guide*

This Field Guide highlights key provisions in the Southern Illinois University Edwardsville Contractor Safety Handbook. All contractors must review the handbook before commencing work at SIUE. The handbook can be viewed on the Emergency Management and Safety (EM&S) website at <http://www.siue.edu/emergencymanagement/>.

#### **Site Safety Plan**

Prior to commencing work, the general contractor will request that all subcontractors develop a site safety plan for the job site. SIUE's EM&S department serves in an advisory role by issuing copies of this field guide during pre-construction and safety meetings, assisting contractors in the development of their site safety plans, and collaborating with the site supervisor on environmental and safety issues that may arise. Copies of the Site Safety Plan will be sent to the SIUE project manager.

#### **Tool Box Talks**

Contractors are strongly encouraged to conduct weekly safety tool box talks with their employees to discuss safe work practices.

#### **Job-Site Access and Protection Requirements**

During the pre-construction meeting, the SIUE project manager will discuss job-site access and protection requirements including the following:

- Contractors must comply with University parking and traffic requirements. The campus parking map is located at the following URL: <http://www.siue.edu/parking/>
- Fire access routes must be maintained free and clear of obstructions at all times.
- Cyclone fencing must be erected around the perimeter of the work site to secure areas for authorized personnel only. Silt fencing must also be erected around the perimeter of the work site to prevent soil erosion into waterways. Contractors must submit a storm water pollution prevention plan as specified in state and federal regulations when required.
- All individuals driving a vehicle on SIUE property must have a valid driver's license.
- The hours of operation for campus buildings can be found on the Facilities Management website at <http://www.siue.edu/facilities/>. Access to buildings outside of normal hours is subject to approval by the SIUE project manager.

**Campus Emergency Telephone Number- 911**

## **Non-Emergency Campus Telephone Numbers**

Anderson Hospital	618-288-5711
Madison County Health	618-692-8954
University Police	618-650-3324
Emergency Management & Safety	618-650-3584
Facilities Management	618-650-3711
Key Control	618-650-3200
Parking Services	618-650-3680
Grounds Superintendent	618-6502719
J.U.L.I.E Utility Locate	1-800-892-0123 or 811
<hr/>	
Anderson Hospital 6800 State Rt. 162 Maryville, Illinois 62062	
<hr/>	
Fairview Heights OSHA	618-632-8612

## **Incident Reporting Procedures**

In the event of an incident in which a worker requires medical attention to treat an injury, the Contractor must call 911. All work-related incidents must be immediately reported to the SIUE Project Manager and the University's Emergency Management and Safety department.

Accidents in which result in a fatality or the hospitalization of three or more workers shall be verbally reported to OSHA's Fairview Heights office. If the office is closed, then call 1-800-321-OSHA. Whether or not an accident is immediately reportable, if it results in the death of an employee or the in-patient hospitalization of three or more employees within 30 working days of the incident, OSHA requires that the employer report the fatality/multiple hospitalization within 8 hours of learning of it.

## **Operations Requiring Permits or Notifications**

Certain activities and operations may require issuance of a permit or notification in accordance with state or federal regulations before work is authorized to commence. Such operations may include, but are not limited to:

- EPA NESHAP notification for asbestos removal or building demolition
- Hot work permit
- Impairment notification for impaired fire protection systems
- Confined space entry permit
- Removal and/or installation of aboveground or underground storage tanks

- Disturbance of land greater than 1 acre in size

Contractors must distribute this document to their respective employees. Employees are responsible for reviewing and understanding the contents herein.

I hereby acknowledge that I have received a copy of the Field Guide and reviewed a copy of the online SIUE Contractor Safety Handbook.

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

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

Company: \_\_\_\_\_

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

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

*This document is based on a Field Guide used by Northern Illinois University with their consent.*

## Madison County Prevailing Wage for August 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	NW	ALL		30.860	31.360	1.5	1.5	2.0	5.750	9.840	0.000	0.800
ASBESTOS ABT-GEN	SE	ALL		29.800	30.300	1.5	1.5	2.0	6.050	10.60	0.000	0.800
ASBESTOS ABT-MEC		BLD		29.860	30.860	1.5	1.5	2.0	6.950	3.000	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	7.070	18.73	1.000	0.350
BRICK MASON		BLD		29.280	33.160	1.5	1.5	2.0	7.750	9.430	2.000	0.400
CARPENTER		ALL		34.970	36.470	1.5	1.5	2.0	6.800	7.250	0.000	0.400
CEMENT MASON		ALL		31.500	32.500	1.5	1.5	2.0	9.500	12.25	0.000	0.200
CERAMIC TILE FNSHER		BLD		25.890	0.000	1.5	1.5	2.0	6.000	5.200	0.000	0.530
ELECTRIC PWR EQMT OP	NW	ALL		36.690	44.520	1.5	2.0	2.0	5.000	9.170	0.000	0.280
ELECTRIC PWR EQMT OP	SE	ALL		36.870	0.000	1.5	1.5	2.0	6.790	10.32	0.000	0.270
ELECTRIC PWR GRNDMAN	NW	ALL		24.940	44.520	1.5	2.0	2.0	5.000	6.240	0.000	0.190
ELECTRIC PWR GRNDMAN	SE	ALL		27.530	0.000	1.5	1.5	2.0	5.070	7.710	0.000	0.210
ELECTRIC PWR LINEMAN	NW	ALL		42.210	44.520	1.5	2.0	2.0	5.000	10.56	0.000	0.320
ELECTRIC PWR LINEMAN	SE	ALL		42.400	44.450	1.5	1.5	2.0	7.810	11.87	0.000	0.320
ELECTRIC PWR TRK DRV	NW	ALL		25.560	44.520	1.5	2.0	2.0	5.000	6.390	0.000	0.190
ELECTRIC PWR TRK DRV	SE	ALL		30.100	0.000	1.5	1.5	2.0	5.540	8.430	0.000	0.230
ELECTRICIAN	NW	ALL		36.400	38.650	1.5	1.5	2.0	7.500	9.090	0.000	0.550
ELECTRICIAN	SE	ALL		36.510	38.700	1.5	1.5	2.0	7.810	7.490	0.000	0.640
ELECTRONIC SYS TECH	NW	BLD		28.740	30.490	1.5	1.5	2.0	7.500	5.860	0.000	0.400
ELECTRONIC SYS TECH	SE	BLD		30.720	32.470	1.5	1.5	2.0	3.650	7.920	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		43.715	49.180	2.0	2.0	2.0	11.88	12.71	3.500	0.600
FLOOR LAYER		BLD		29.580	30.330	1.5	1.5	2.0	6.800	7.250	0.000	0.400
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310
HT/FROST INSULATOR		BLD		37.260	38.260	1.5	1.5	2.0	7.850	11.16	0.000	0.500
IRON WORKER		ALL		31.500	33.500	1.5	1.5	2.0	7.610	13.33	0.000	0.420
LABORER	NW	ALL		30.360	30.860	1.5	1.5	2.0	5.750	9.840	0.000	0.800
LABORER	SE	ALL		29.300	29.800	1.5	1.5	2.0	6.050	10.60	0.000	0.800
MACHINIST		BLD		43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		BLD		25.890	0.000	1.5	1.5	2.0	6.000	5.200	0.000	0.530
MARBLE MASON		BLD		29.280	33.160	1.5	1.5	2.0	7.750	9.430	2.000	0.400
MILLWRIGHT		ALL		34.970	36.470	1.5	1.5	2.0	6.800	7.250	0.000	0.400
OPERATING ENGINEER	BLD	1		34.200	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	2		33.070	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	3		28.590	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	4		28.650	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	5		28.320	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	6		35.750	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	7		36.050	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	8		36.330	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	BLD	9		35.650	37.200	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	1		32.700	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	2		31.570	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	3		27.090	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	4		27.150	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	5		26.820	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	6		34.250	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	7		34.550	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	8		34.830	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
OPERATING ENGINEER	HWY	9		34.150	35.700	1.5	1.5	2.0	9.000	17.00	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	2.0	2.0	5.250	9.170	0.000	0.650
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	5.250	9.170	0.000	0.650
PILEDRIVER		ALL		34.970	36.470	1.5	1.5	2.0	6.800	7.250	0.000	0.400
PIPEFITTER	N	BLD		37.800	39.690	2.0	2.0	2.0	4.500	8.360	0.000	0.300
PIPEFITTER	S	BLD		37.250	39.250	1.5	1.5	2.0	6.740	8.000	0.000	0.750
PLASTERER		BLD		30.250	31.250	1.5	1.5	2.0	9.500	9.150	0.000	0.050
PLUMBER	N	BLD		37.800	39.690	2.0	2.0	2.0	4.500	8.360	0.000	0.300
PLUMBER	S	BLD		37.050	39.550	1.5	1.5	2.0	6.500	6.850	0.000	0.500
ROOFER		BLD		29.500	31.500	1.5	1.5	2.0	8.600	6.850	0.000	0.200
SHEETMETAL WORKER		ALL		32.250	33.750	1.5	1.5	2.0	8.330	7.320	1.940	0.360
SPRINKLER FITTER		BLD		38.780	41.780	2.0	2.0	2.0	8.370	11.18	0.000	1.000
TERRAZZO FINISHER		BLD		31.240	0.000	1.5	1.5	2.0	6.400	3.800	0.000	0.270
TERRAZZO MASON		BLD		32.530	32.830	1.5	1.5	2.0	6.400	5.550	0.000	0.290
TRUCK DRIVER	ALL	1		31.340	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL	2		31.780	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL	3		32.020	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL	4		32.280	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	ALL	5		33.130	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C	1		25.070	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C	2		25.420	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C	3		25.620	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C	4		25.820	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250
TRUCK DRIVER	O&C	5		26.500	0.000	1.5	1.5	2.0	10.30	5.010	0.000	0.250

**Legend:**

RG (Region)  
 TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)  
 C (Class)  
 Base (Base Wage Rate)

FRMAN (Foreman Rate)  
M-F&8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
OSA (Overtime (OT) is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

## Explanations

### MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

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

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

### EXPLANATION OF CLASSES

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

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

### CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

### ELECTRONIC SYSTEMS TECHNICIAN

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

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse

call systems and raceways exceeding fifteen feet in length.

**OPERATING ENGINEER - BUILDING**

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

**OPERATING ENGINEERS - Highway**

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on

Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Low Boy and Oil Distributors.

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

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or

pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

#### Other Classifications of Work:

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

#### LANDSCAPING

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

## BID BOND

KNOWN ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_

\_\_\_\_\_  
(hereinafter called the "Principal"),

As Principal, and the \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_,

A corporation duly organized under the laws of the State of \_\_\_\_\_.

(Hereinafter called the "Surety"), as Surety, are held and firmly bound unto THE BOARD OF TRUSTEES OF

SOUTHERN ILLINOIS UNIVERSITY, (Hereinafter called the "Obligee"), in the sum or percentage of

\_\_\_\_\_ Dollars/Percentage

(\$ \_\_\_\_\_ or \_\_\_\_\_ %), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of this obligation such that WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a formal contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety qualified in accordance with the requirements of the bidding or contract documents, which bond or bonds shall assure the faithful performance of such contract and the prompt payment for labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_\_.

\_\_\_\_\_  
(Seal)  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Seal)  
Surety

\_\_\_\_\_  
Title

## PRODUCT SUBSTITUTION FORM

The Bidder should submit this form prior to the bid opening for SIUE Engineer/Architect approval.

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

Bidder understands that acceptance of any proposed substitutions is at SIUE's option. Approval or rejection of any substitutions listed below will be indicated prior to accepting bid proposals.

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

### EVALUATION:

SIUE and Engineer will evaluate the submitted substitutions. If approved, all bidders shall be notified via addendum of approved substitutions.

Bidder's Name: \_\_\_\_\_

## **CONTRACTUAL SERVICES NO BID REPLY FORM**

**BIDDER:**

If for any reason you are not submitting a bid on this Request, we ask that you check one or more reasons below and return to us in the return bid envelope. From our study of these reasons, we are hopeful that we can develop future bid packages which will elicit your bid.

**NOTE:** If you will return the form immediately under separate cover, we will attempt to address your concern prior to the bid opening on this Request.

We hereby submit a "No Bid" because:

- ( ) 1. We are not interested in contracting through the bid process.
- ( ) 2. We are unable to prepare the bid form and conform with your requirements in time to meet the due date.
- ( ) 3. We do not wish to bid under the terms and conditions of the request for bid document. Objections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- ( ) 4. We do not feel we can be competitive.
- ( ) 5. We do not wish to contract with a State agency.  
Objections: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
- ( ) 6. We do not provide the services on which bids are requested.
- ( ) 7. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Company Name: \_\_\_\_\_  
RFQ #: \_\_\_\_\_

**SUBCONTRACTORS:** Vendor will or may use subcontractors  yes  No  
(If no, do not complete the Attachment)

1. Vendor shall identify in this section the names and addresses of all subcontractors to be utilized by Vendor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, a "subcontractor" is someone who is (1) specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract and (2) whose subcontract under the Contract will have a total value of \$50,000 or more.
2. A copy of each subcontract issued pursuant to the Contract shall be provided to the University at the address listed below within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format.

Buyer: Shelly Albert  
Address: SIUE, Purchasing, Box 1012, Edwardsville, IL 62026-1012  
Phone: 618-650-3265  
Email: malbert@siue.edu

3. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to notify the University promptly (at the address listed in #2 above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Copies of any new subcontracts must be submitted as set forth in #2 above.
4. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.
5. All subcontracts must include the **Standard Qualifications, Certifications, & Disclosures Attachment**, completed by the subcontractor. Contractors should copy these forms from the Contract and insure they are included and provided as part of all subcontracts
6. List all subcontractor information including name, address, phone, email, and anticipated amount to be paid on the following page.

## Subcontractors

Page 2 of 2

(Make copies of this page if additional space is needed for reporting)

## FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are nine steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

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

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

This disclosure is submitted for (check one):

- Vendor
- Vendor's Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor's Parent Entity(ies) > \$50,000

Project Name and Reference #: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Doing Business As (DBA): \_\_\_\_\_

Parent Entity: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Instrument of Ownership or Beneficial Interest (check one):

- Sole Proprietorship
- Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- Not-for-Profit
- Trust Agreement (Beneficiary)
- Other

If you selected Other, please describe: \_\_\_\_\_.

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

(All vendors complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

**Option 1 – Publicly Traded Entities**

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.  
OR  
1.B.  Attach a copy of the Federal 10-K, and I will skip to Step 3.

**Option 2 – Privately Held Entities with more than 200 Shareholders**

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.  
OR  
2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and will attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

**Option 3 – All other Privately Held Entities, not including Sole Proprietorships**

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

**Option 4 – Foreign Entities**

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.  
OR  
4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F, and I will skip to Step 3.

**Option 5 – Not-for-Profit Entities**

Complete Step 2, Option B.

**Option 6 – Sole Proprietorships**

Skip to Step 3.

**STEP 2**  
**DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A. or 4A. in Step 1, provide the name and address of each individual and entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

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

TABLE - X			
Name	Address	% of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

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

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

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.  
 Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.  Yes  No

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

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

Name	Address

**STEP 3**  
**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Name	Address	Relationship to Disclosing Entity

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

**STEP 4**  
**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

1. Do you hold or are you the spouse or minor child of any person who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

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

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

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

**STEP 6**  
**EXPLANATION OF AFFIRMATIVE RESPONSES**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

**STEP 7**  
**POTENTIAL CONFLICTS OF INTEREST**  
**RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

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

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

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual and descriptive information regarding the nature of the debarment and/or legal proceeding.

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

(Complete only if bid, offer, or contract has an annual value over \$25,000)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4 or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with State of Illinois agencies or universities?  Yes  No

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

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

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

**STEP 9**  
**SIGN THE DISCLOSURE**

(All vendors must complete regardless of annual bid, offer, or contract value)  
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

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

Name of Disclosing Entity: \_\_\_\_\_

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

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

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

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

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