

**UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN**



REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

Date of Issuance: July 20, 2007

Proposal Due Date: August 16, 2007

Proposal Due Time: 2 p.m. (Local Time)

NOTE: Proposer must complete the enclosed Appendix III, Vendor Disclosure of Financial Interests. Failure to complete and return this form with Proposer's response will result in its being considered non-responsive to this solicitation.

Technical questions regarding this RFP's specifications should be directed to:

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Questions regarding general proposal procedures should be directed to:

Wally Burman
Purchasing Division
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wburman@uiuc.edu

Send or deliver FIVE (5) copies of the Proposal to:

University of Illinois Purchasing Division
212 Tech Plaza
616 E. Green Street
Champaign, IL 61802-5752

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1. INTRODUCTION

1.1 Description of Proposal

The Board of Trustees of the University of Illinois (University), on behalf of Facilities & Services, is seeking Proposals from qualified firms (“Proposers”) to install at least 4.5 megawatts (MW) of nameplate capacity wind-generated electricity to be located on the Urbana campus Crop Sciences Research and Education Center (“South Farms”). The University intends to purchase two or possibly three wind turbine generators with a nominal nameplate rating between 1.5 MW and 2.3 MW each. Each wind turbine will be connected directly to the University’s electrical distribution system (via an existing land easement) in parallel with the electrical service provided by the local utility. Successful proposals will be cost effective and will minimize impacts to the distribution system and agricultural research fields.

1.2 Overview

The University is looking for a “furnish only” proposal (e.g. towers and wind turbines). At a minimum, the Proposer shall provide two options (1) – with an option for three (2) with an option for two– wind turbines, depending upon the University’s budgetary constraints. The University intends to contract with the successful bidder scheduled and unscheduled maintenance of the wind turbines.

1.2.1 Background

The University provides electricity, chilled water, and/or steam service to more than 45,000 people (faculty, staff and students) who work, learn and/or live on the campus. The University’s Abbott Power Plant supplies approximately 75 percent of the campus electricity demand; the University’s current peak electric demand is about 75 MW. The electricity generated from Abbott Power Plant is delivered to the campus via the University’s owned and operated distribution system. Although the University grid is connected to the AmerenIP transmission and distribution system, which receives transmission services from the Midwest Independent Transmission System Operator (MISO), the University will use **all** of the electricity generated from the proposed wind turbine project.

1.2.2 Location

The wind turbines are to be located on the University’s South Farms, in Champaign County, Illinois. The University evaluated four (4) potential sites within the South Farms, based on the following criteria:

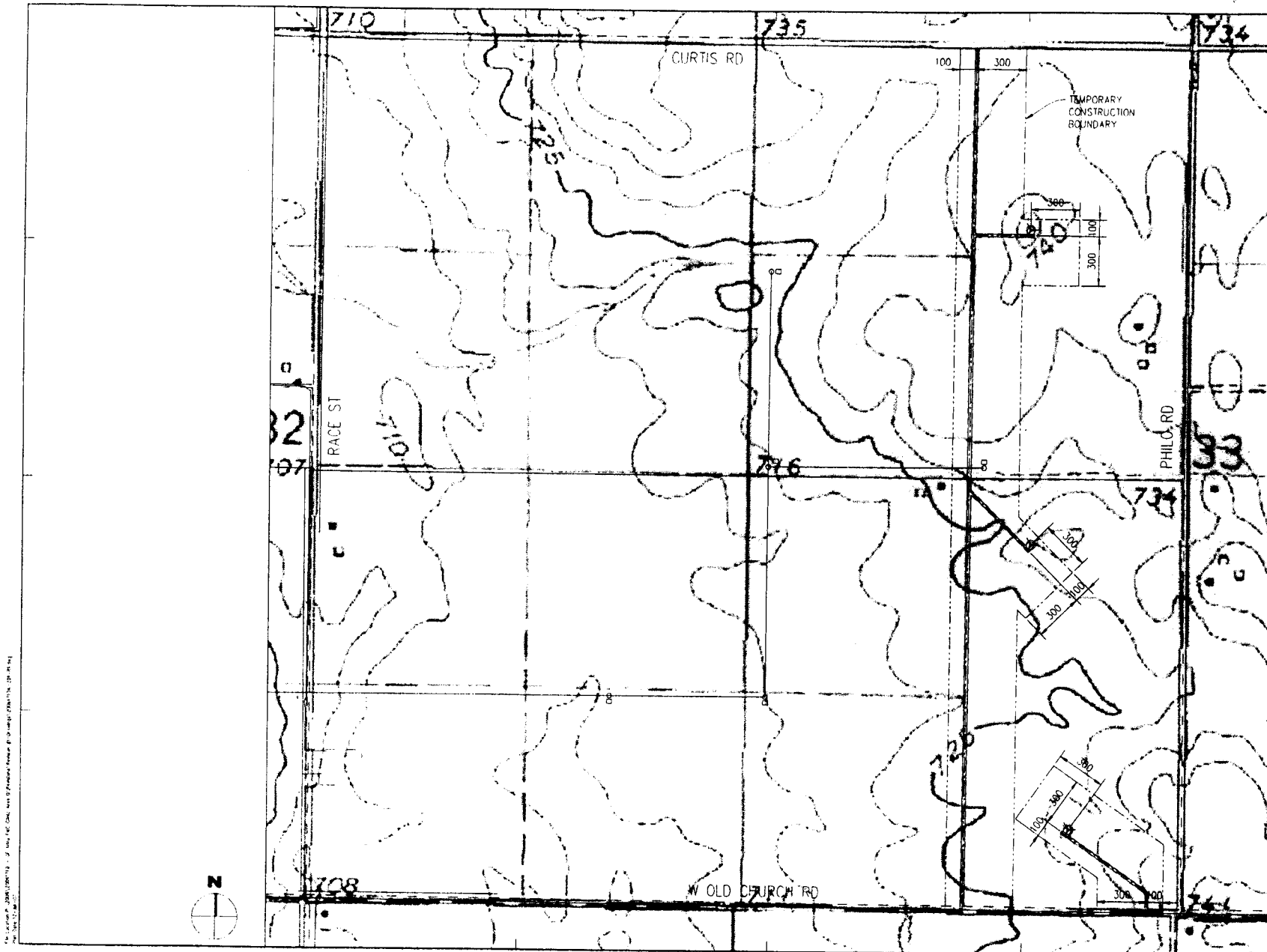
- Adequate distance from neighborhood developments;
- Proximity to the campus electric distribution system;
- Adequate distance from Willard Airport;
- Maximum surface elevation; and,
- University land ownership.

Figure 1 indicates the wind turbine locations on a topographic site map. The University’s consulting Engineer has estimated the average annual wind speed at the site to be 7.1 meters per second (15.9 mph) at a height of 80 meters. The site elevation is approximately 740 feet above mean sea level with an annual mean temperature of 50° F, with an average annual air density of 1.201 kg/m³.

The turbines are located in a square mile section of land bounded by Race Street on the west, Curtis Road on the north, Philo Road on the east, and Old Church Road (County Road 1200 N) on the south. See Figure 2. Following are names and numbers of local and state highway departments.

<u>Department Name</u>	<u>Phone #/Contact</u>	<u>Comments</u>
Urbana Township	217/367-5669 Jim Prather- Road Commissioner	Has jurisdiction over Race, Curtis and Philo Roads
Philo Township	217/684-2975 Brian Meharry- Road Comm.	Has jurisdiction over Old Church Road
Champaign County	217/384-3800 Highway Dept. Jeff Blue- County Engineer	
IL Dept. of Transportation District 5- Paris, IL	217/465-4181, Dennis Markwell	

Figure 2 shows the wind turbine location in relation to the Champaign-Urbana metro area as well as the local roads.



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 South Peoria, Illinois 61604
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 ... making your visions a reality.

Client
UNIVERSITY OF ILLINOIS CHAMPAIGN - URBANA

Project Description
SOUTH CAMPUS WIND TURBINE PROJECT

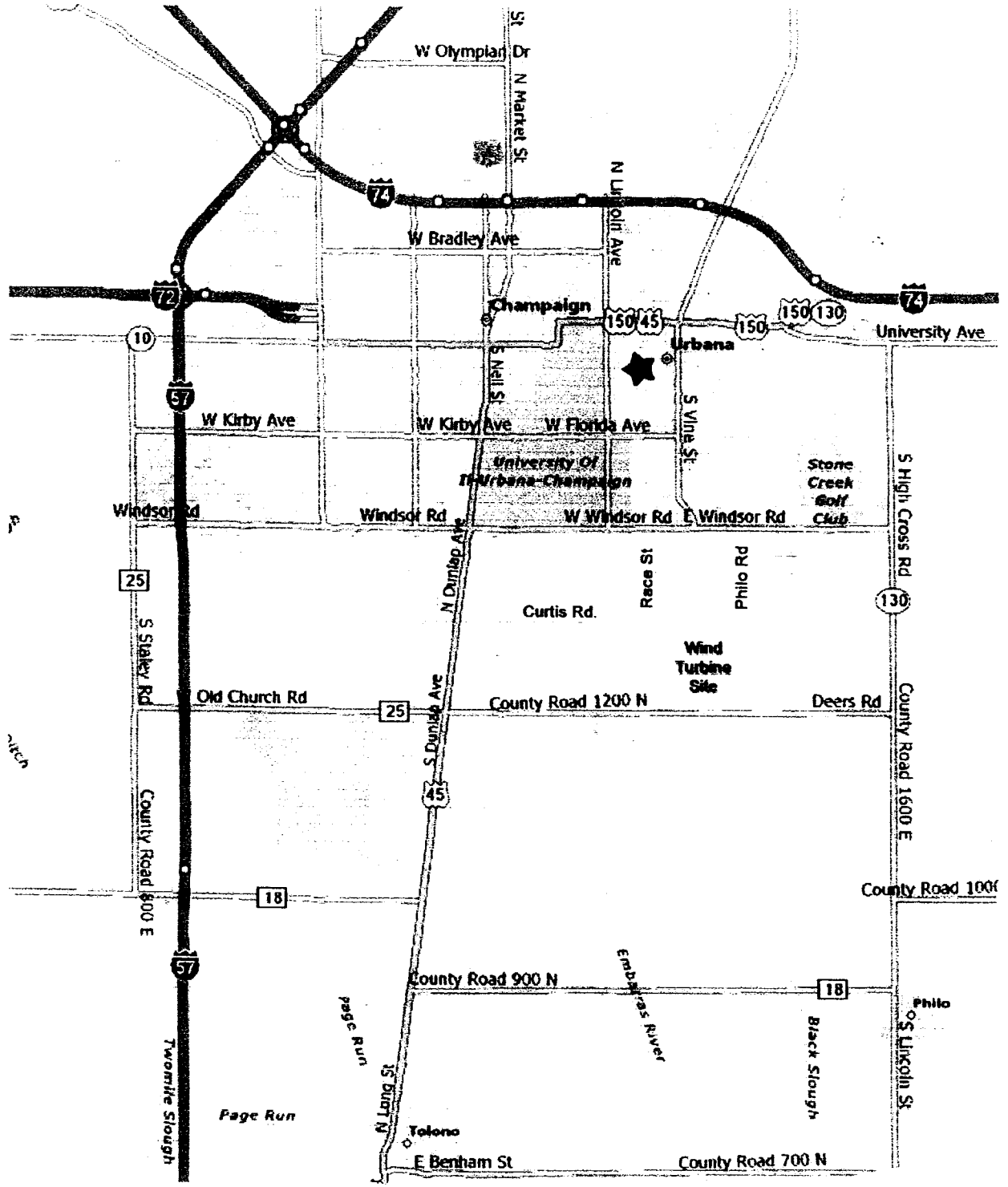
CITY CHAMPAIGN
 STATE ILLINOIS

ISSUE DEVELOPMENT	15	DATE
DATE REVISION		DATE
PROJECT NO.	2006.1190	
DRAWN BY	JCC	
CHECKED BY	JF	
COPYRIGHT		
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Drawing Title
WIND TURBINE SITE PLAN

OPT 4

The University of Illinois at Urbana-Champaign, 1100 S. Goodwin Avenue, Urbana, IL 61801-2100
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This project has received a letter of determination from the Federal Aviation Administration (FAA) that the wind turbine locations will pose no hazard to air navigation. The FAA approved locations are in an area bound by Curtis Road on the north, Old Church Road on the south, Philo Road on the east, and Race Street on the west. The geographic coordinates of the three (3) locations are derived from the Horizontal Datum based upon Illinois State Coordinate System East Zone North American Datum 1983 HARN (1997) **“NAD 1983 HARN (1997) State Plane Illinois East.”** The locations are:

Location	Lat. / Long. Coordinates	State Plane Coordinates
1	88° 11' 37" W, 40° 3' 58" N	E: 1023323.24272, N: 1237999.71509
2	88° 11' 37" W, 40° 3' 39" N	E: 1023363.92406, N: 1236083.26963
3	88° 11' 34" W, 40° 3' 22" N	E: 1023632.54542, N: 1234344.18282

Soils Report is enclosed for soil borings (Appendix V) at each of the three (3) approved wind turbine sites. Core samples were taken to a depth of approximately 50 feet at each of the exact wind turbine locations. The results of the geotechnical report will be sent to the bidders as soon as it is available prior to the due date of the bids.

1.3 Timetable of Activities

- Proposal submission deadline: 2 p.m., August 16, 2007
- Completion date for committee evaluation: August 24, 2007
- Approval by the University Board of Trustees September 6, 2007
- Estimated project schedule: September 2007 to December 2008
- Estimated In-service date deadline: January 1, 2009

1.4 Contractual Terms and Conditions

Contracts resulting from proposals will be for a minimum total term of five (5) years. The University expects the wind turbine generating units to last at least twenty years, and expects an operational and maintenance contract(s) including options that will meet this need. All terms and conditions of the contract(s) resulting from this RFP are provided herein. The University acknowledges that many different types and forms of contractual agreements can be structured to meet this Request for Proposal (RFP) and welcomes bidder creativity and flexibility.

1.5 Construction Management

The project will be managed using the owners web-based Construction Management System PRZM. In order to use PRZM, you must have 100MHz processor, 24MB RAM, monitor with 800 x 600 resolution or better, 56L baud modem, T1, ISDN, DSL, or ADSL internet access, access through an Internet Service Provider, Explorer 4.0 or better browser, an office suite, and the capacity to view AutoCAD, Dr. DWG or CAD documents.

2. SITE VISITS

The University invites Proposers to perform a site visit to familiarize themselves with the site and the difficulties that may be encountered in the performance of the project. To schedule a site visit, contact Dick Drew at (217) 265-6716.

3. INSTRUCTIONS TO PROPOSERS

3.1 Instructions

This RFP provides potential Proposers with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included herein, including mandatory and other requirements, which must be met by each proposal to be eligible for consideration. All proposals must be complete as to the information request in this RFP in order to be considered responsive. Within these parameters, the University welcomes bidder creativity and flexibility.

3.2 Proposers Package

To facilitate evaluation, submit the Proposal in two (2) parts, as described below. The parts may be submitted in the same package provided the parts are clearly separated and identified as outlined below in Sections 3.2.1 and 3.2.2.

3.2.1 Technical Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) copies of the Technical Proposal in a **sealed package** clearly marked with the RFP number and “Technical Proposal.” The following documents comprise the Technical Proposal:

- Response to the Technical Requirements (Appendix I). This must include the appropriate signature in Appendix I.
- Completed information and signed Requirements and Certifications (Appendix III).
- Completed and signed Forms A and B of the Vendor Disclosure of Financial Interests (Appendix III).
- If applicable for installation services other than supervision, completed Project Labor Agreement (Appendix IV).
- Certifications (Appendix VII)

3.2.2 Pricing Proposal

Submit one (1) original (clearly marked as “Original”) and four (4) copies of the completed and signed Pricing Proposal (Appendix II) in a **separate and sealed envelope** that is clearly marked with the RFP number and “Pricing Proposal.” The response to Appendix II should include any supplemental or renewal option period pricing schedules.

3.2.3 Contract

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

Following is a non-exclusive list:

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

3.2.4 Exceptions and Restrictions

Any exceptions to any of the terms, conditions, specifications, protocols, and/or other requirements listed in this RFP must be clearly noted by reference to the page number, section, or other identifying reference in this RFP. All information regarding such expectations to content or requirements must be noted in the same sequence as its appearance in this RFP.

Any restrictions on the use of data contained within a proposal or resulting from the services to be provided under contract resulting from this RFP must be explicitly noted in the Proposer's response. **If proprietary information is submitted, such information must be clearly marked as "Proprietary" or "Confidential,"** and the University will be protected to the extent permitted by State of Illinois Statutes (see also 3.12).

3.3 Delivery of Proposal Package

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

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

3.4 Uniformity in Format and Content

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

Each proposal should be organized as described below. Pages are limited to 8 1/2" x 11" with one (1) inch margins on the top, bottom and sides. The text is to be typed or written neatly in black ink. Typed text should be no smaller than 12-point font.

Each page of the proposal should have the following information in the top right corner:

University of Illinois at Urbana-Champaign – Wind Energy Proposal

Bidder Name: _____

Project Name: UIUC South Campus Wind Turbine Project

Page # of #

3.5 Proposal Materials

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

3.6 Amendment

In the event it becomes necessary to revise any part of this RFP, the University will provide an Amendment to this RFP to each potential Proposer who received the original RFP. Prior to the proposal opening date, Proposers may include an acknowledgement section. Because all amendments become a part of the proposal, any amendment that requires signature must be signed by an authorized Proposer representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any amendment requiring signature acknowledgement shall be grounds for rejection of the proposal response.

3.7 Proposal Modification

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

A withdrawn proposal may be resubmitted up to the time designated for receipt provided that it is then fully in conformance with the requirements of the RFP.

3.8 Period of Firm Proposal

Prices for the proposed service must be kept firm for at least sixty (120) days after the last time specified for submission of proposals. Firm proposals for periods of less than this number of days may be considered non-responsive. The Proposer may specify a firm price for a longer period of time than indicated here. If the Proposer does not indicate a period in the proposal,

the price will be firm until written notice to the contrary is received from the Proposer, unless otherwise specified in this RFP.

3.9 Proposer's Responsibility to Read RFP

It is the Proposer's responsibility to thoroughly examine and read the entire RFP document. Failure of Proposers to fully acquaint themselves with existing conditions or the amount of goods and work involved will **not** be a basis for requesting extra compensation after the award of a Contract.

3.10 Errors and Omissions

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

3.11 RFP Interpretation

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

3.12 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss its proposal, or any part thereof, with any employee or agent of the University. The University recognizes that certain information contained in submitted Proposals may be confidential and may represent a competitive or business strategy. The Proposer is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes. The University is not liable for any cost incurred by Proposers in developing and submitting a proposal. All material submitted in response to this RFP becomes the property of the University. Therefore, the Proposer is responsible for identifying the confidential items of their proposal.

Each Proposer shall bear all costs of their proposal development. The University will not reimburse any Proposer for costs incurred in responding to this RFP or for the costs incurred during any subsequent negotiations.

3.13 Use of Subcontractors

If the Proposer intends to use Subcontractors to perform any portion of the work described in this RFP, the proposal must clearly state so. The Proposer's response must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential subcontractors and the expected amount of money each will receive under the contract.

3.14 Proposer's Responsibility for Services Proposed

It is understood and the Proposer hereby agrees that it shall be solely responsible for all services they propose, notwithstanding the detail present in the RFP.

3.15 Illinois Department of Human Rights Number

All responses require an Illinois Department of Human Rights (IDHR) number or a statement by the Proposer that a PC-1 Employer Report Form has been submitted to the Department. Proposers shall include the IDHR number in their proposal.

NOTE: If a Proposer received an IDHR number prior to July 1, 1998, the Proposer may be required to apply for a new number.

For more information, contact the IDHR, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, (312) 814-2431, or see the following Web Sites: <http://www.state.il.us/dhr/index> or <http://www.state.il.us/cms>.

3.16 Taxpayer Identification Number

The Successful Proposer will be required to provide its Taxpayer Identification Number (TIN) in the Contract if it has not previously provided this information to the University.

4. PROPOSAL EVALUATION PROCEDURE AND CRITERIA

4.1 Acceptance of Proposals

The University reserves the right, without qualification and in its sole discretion, to reject any and/or all proposals or any part thereof, or to waive informalities, technicalities or deficiencies in a received proposal, and to accept the proposal deemed most favorable to the University.

The University also reserves the right to consider alternatives outside of this solicitation, in its sole discretion, to satisfy its capacity and energy needs. Those who submit proposals agree to do so without recourse against the University for rejection.

4.2 Proposer Qualifications

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

4.3 Proposer Presentations

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

4.4 Right to Inspect

The University reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualifications of the Proposer and any proposed subcontractors and to reject any proposal irrespective of price if it shall be administratively determined that the Proposer is deficient in any of the essentials necessary to

assure acceptable standards of performance. The University reserves the right to continue this inspection procedure throughout the life of the contract that may arise from this RFP.

4.5 Prompt Payment Terms

Prompt payment terms of less than thirty (30) days will not be considered in making the contract award. However, any applicable discount offer will be taken if payment is processed within the stated time.

4.6 Evaluation of Proposals

An evaluation team will review all proposals. Based on this evaluation the University will determine the award of the contract.

The University expects that all Proposers will conform to the engineering specifications contained herein and applicable standards, codes and specifications. Any exceptions to these specifications shall be noted in the bid. The University further expects that all requested data and drawings be submitted to allow proper evaluation of bids.

The University will assess all proposals to determine which, in the University's sole opinion, are the most economical, feasible and viable options for meeting the University's needs. The assessment will take into account both price and non-price factors. Upon completion of this assessment, the University will create a short list of qualified proposals. The University will provide this group of respondents with feedback for discussion purposes and initiate preliminary contract discussions. (The commencement of negotiations between any supplier and the University does not create or imply any commitment by the University to enter into an agreement with that supplier.)

Evaluation Factors: The University also will use the following, as applicable, in arriving at the evaluated cost for the purpose of determining which proposal provides the best overall value.

- Proposer's quoted price plus projected maintenance and warranty cost for the first five (5) years, all divided by the lesser of the net annual electrical energy produced as projected by the University's consulting engineer.
- How the equipment offered in the proposal will best meet the University's needs.
- Proposer's financial stability as presented in the response.
- Proposer's previous project experience, demonstrated performance, number of proposed turbine model manufactured, and availability of service.
- Warranty of equipment and performance.

If the proposals offered are comparable, the University will give more consideration to the Proposer that can complete the project at an earlier date.

Failure of any Proposer to provide in his/her proposal any information requested in this RFP may result in disqualification of his/her proposal and shall be the responsibility of the responding individual or firm.

5. AWARD OF CONTRACT

Upon completion of the evaluation process, the University will inform Proposers of the status of their proposal (based on the University's evaluation factors). The University will then undertake further discussion with selected proposers, which may ultimately result in negotiations to implement the wind turbine project.

The University will award the contract to the Proposer who has, in the opinion of the University, best demonstrated competence and qualification for the type of services required at fair and reasonable prices/compensation and whose proposal is deemed to be in the best interest of the University.

6. TERMINATION FOR CAUSE

The University may cancel any awarded contract for breach, as determined by the University, for items such as, but not limited to:

- failure to meet insurance requirements;
- failure to meet required performance or progress standards as described herein; or,
- if the quality or level of service is unsatisfactory to the University.

This cause for breach may include any cessation or diminution of service that, in the opinion of the University, is not in the best interest of the University or which fails to comply with the terms of the contract.

The University shall notify the Proposer in writing of any contract breach. The Proposer shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, the University may cancel the contract by giving thirty (30) days notice in writing of its intention to cancel this contract.

Should the University breach any terms or provisions of the contract, the Proposer shall serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements be made for corrections, the Proposer may cancel the contract by giving thirty (30) days notice, in writing of its intention to cancel this contract.

In the event of cancellation for breach, the Proposer shall be paid only for work satisfactorily performed up to the date of cancellation.

In the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables then due have been provided.

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX I. TECHNICAL REQUIREMENTS

This Appendix I and Proposer's response to it will be incorporated into the final contract.

1.1 Scope of Services

1.2 Services to be Performed

The Proposer shall provide two or three utility-scale wind turbines, depending upon the University's budgetary constraints.

1.3 Executive Summary

The Executive Summary section should provide an overall description of the proposal, including the following key parts.

Part 1: General

1.01 General Requirements

- A. The University is requesting proposals for a “furnish only” proposal to provide at least 4.5 megawatts (MW) of nameplate capacity of wind-generated electricity. The University intends to purchase two or possibly three wind turbine generators with a nominal nameplate rating between 1.5 MW and 2.3 MW each and have them installed on the campus in Urbana, Illinois. The University will own all energy associated with this project. The University also will own/receive any and all current and/or future Renewable Energy Certificates and emissions credits associated with the energy from this project; **the University requires that variable to be reflected in the project pricing.**
- B. The work required under this section consists of all labor, materials and services required for furnish of all the wind turbines as specified herein.
- C. All work including accessory items, shall be performed in a first-class and workmanlike manner, and is to include all materials and work as described herein after.
- D. In all cases where a device or part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many of such devices or parts as are required to make a complete installation.

1.02 Work Includes

- A. **Base Proposal:** Provide a bid amount that is itemized by different materials, crafts and trades to furnish wind turbines. Equipment shall be new, factory tested, and delivered ready for installation. Provide wind turbine components as specified herein.
1. **Wind Turbine Manufacturer** must, at a minimum, provide for labor and materials to deliver the wind turbines.
 2. **Any deviations from this specification** must be noted and an alternate bid amount must be provided for the bid to be considered.
- B. **As a minimum**, the work shall include the following:
- Rotor;
 - Electric power generation system
 - Control system;
 - Safety system;
 - Braking system;

- Support-rotating devices;
- Protective and regulating devices;
- FAA Lightning system; and,
- Coordination, start up and training.

C. Items to be Furnished by University:

1. The University will provide the site for the installation of the wind turbine. The University will procure all permits necessary for the turbine to be operated at the site. The University will handle all landowner issues.
2. The University will provide and install a telephone line to the wind turbines to enable the University to remotely access, monitor and control each wind turbine.

D. Items to be Furnished by Proposer:

1. The Proposer will provide necessary ancillary equipment to permit cold weather operation down to -25° F, as recommended by the manufacturer.
2. The Proposer will provide thermal heating units to allow wind vane and anemometer operation during icing conditions.
3. The Proposer will provide 120-volt standard duplex outlets in the nacelle and tower base.
4. The Proposer will provide and install one flashing red light beacon that meets FAA requirements L-864 on top of each nacelle. A low-energy beacon using LED lamps is preferred.
5. The Proposer will provide checkout and on-site acceptance test. The University may witness the on-site acceptance test.
6. The Proposer will provide software for a remote computer system that is capable of monitoring and controlling the wind turbine through a standard telephone modem.
7. The Proposer will provide four (4) sets of operation and maintenance manuals, along with four (4) sets of any as-built construction drawings.
8. The Proposer will provide an on-site training session for up to six (6) people prior to or immediately after commercial operation of the wind turbine. This training would cover normal operation, basic inspections, typical troubleshooting tasks, minor maintenance procedures, and tower climbing instructions.
9. The Proposer will provide a spare parts list, which they recommend the University to stock after the warranty period.

E. “South Farms” Environment: All components of the wind turbine project shall be designed to withstand a hostile environment, including: water, ice, lightning, etc.

F. Proposal options will be reviewed for compliance with the terms, conditions and intent of this RFP. Respondents are encouraged to itemize prices for materials or services wherever possible to allow the University to consider the options most advantageous to the University.

1.03 Related Work

- A. If Proposer offers an alternate proposal for erection or a turn-key project cost, then the Proposer should detail work to be provided by trades other than the (Proposer) wind turbine manufacturer (e.g. site preparation, electrical interconnection, etc.) in their proposal.
- B. If vendor offers an alternate for erection or turn key proposal, prevailing wage 2007-2008 Project Labor Agreement required w/ local unions will be required (Appendix IV).

1.04 Quality Assurance

- A. The Proposer, or selected contractor of the Proposer (wind turbine manufacturer), shall have demonstrable experience installing and servicing wind turbines of the type and character required by the specifications. The Proposer or selected contractor shall install the equipment with competent and experienced workmen on their direct payroll (this applies only to offers which include turbine installation). In order to insure proper and qualified maintenance service, all bidders must operate a service branch, capable of servicing the proposed equipment, within a 250-mile radius of the University's Urbana-Champaign campus under the name of the Proposer.

The packaged wind turbine electric generating system shall be manufactured and supplied by a company regularly engaged in the business of furnishing packaged wind turbine electrical generating systems.

- B. **Existing Installations:** Proposers must be able to show three (3) satisfactory installations, which have been in operation for a period of one (1) year or more. These wind turbines must be of the same control and operation as outlined herein.
- C. **Local Community Siting Issues:** The Proposer should give a brief description of experience with, and any plans and/or availability to assist, local community siting issues.
- D. **Job Site Survey:** Proposers are invited to visit the site and carefully examine the area to familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the work to be done and the difficulties that attend its execution. The submission of a quotation will be construed as evidence that such an examination has been made and later claims for labor, equipment, or materials, of any kind, required for difficulties encountered which could have been foreseen had such an examination been made, will not be recognized.
- E. **On-Site Survey:** Proposers will make arrangements with the University's Facilities & Services to view and survey the job site. Contact Dick Drew at (217) 265-6716.
- F. **Timing of Energy Availability:** Wind turbine work will be started as soon as possible after bidder is awarded the bid. The University requests a time frame with bid when wind turbine work will be started and completed for consideration towards award of bid. **Proposers shall provide a minimum of thirty (30) days prior to the beginning of the project.** Once the project has been manned, the job will remain so until completed. Work shall be performed during standard industry hours and in compliance with all holidays.

The University prefers the wind turbines to come on-line in calendar year 2008. Proposals that can meet this time requirement will be given preference in the evaluation process. Projects that cannot meet the deadline may be considered separately on a case-by-case basis. Proposals should detail a guaranteed date of delivery and start-up timeline.

- G. Contractor Responsibility:** Where dimensions and loading capacities have been omitted from this specification, they are to be determined by the bidder in accordance with the accepted industry standards and the guidelines in the section. In no way shall the manufacturer/contractor be relieved of the primary responsibility to provide a safe, code compliant, fully functional system.
- H. Codes and Standards Compliance:** The University will only consider suppliers who demonstrate that their units are sited in an environmentally responsible manner and in compliance with applicable local, state and federal laws and regulations.

The Proposer's facility operation records should be available for periodic inspection by University representatives or an agent of the University for purposes of auditing environmental compliance, impact and safety. These records shall remain available throughout the term of a twenty (20) year contract (considering option periods) and for five (5) years thereafter.

- 1.05 Pre-installation Submittals (Project Description):** The Contractor shall assemble a complete submittal package within 30 days of Award of Contract. All items below are to be submitted with pre-installation submittals package.

- A. Location of Project and Site Preparation:** Provide details on how the project will use the University selected locations and how it will prepare the site for the wind turbine installation (this applies only to offers which include turbine installation). If questions arise regarding the selected location of the proposed facility, please contact Dick Drew at (217) 265-6716.

B. Generation Equipment Description and Data:

1. Submit two (2) copies of manufacturer's specification information for the complete wind generation equipment (make and model), including:
 - Specification and data sheets;
 - Shop drawings showing plan and elevation views with certified overall and interconnection point dimensions;
 - Interconnection wiring diagrams showing all external connections required, with field wiring terminals marked in a consistent point-to-point manner;
 - Manufacturer's installation instructions;
 - Engine/Generator/Main Circuit Breaker/Electronic Control Panel;
 - Protective and regulating devices;
 - Control system;
 - Safety system;
 - Lightning system;
 - Synchronizing system.

2. Submit certified laboratory test reports on components as applicable or required by code. Include complete listing and description of performance and operating characteristics of the wind turbine system.

C. Shop Drawings: Upon award of contract, the successful proposer will be required to submit shop drawing for the complete wind turbine system, and its components, including the foundation and typical details of assembly, erection and anchorage drawn at large scale. Show maximum dynamic and static loads imposed on the foundation.

Submit the manufacturer's specification and data sheets, and standard details. Include pictures, catalog cuts, or other suitable illustrations of all wind turbine equipment that will be used.

Include wiring diagrams for the entire system of power distribution, lighting, control, signals, communication, etc.

Assemble shop drawings into one coordinated submittal.

D. Power Curve Warranty: The Proposer shall supply the minimum guaranteed power curve based on their recommended blade pitch settings for the site average annual air density of 1.201 kg/m^3 . The highest monthly average air density will be 1.353 in January, and the lowest will be 1.135 for July. The site elevation is 740 feet, with the lowest expected temperature being -20° F in the winter.

The Proposer shall warrant the accuracy of the power curve data. If the University suspects that the turbine(s) is/are under-performing during the warranty period, the University may elect to measure the turbine(s) power curve using the International Electrotechnical Commission (IEC) Standard 61400-12 Ed. 1.0 within two (2) years after final acceptance testing. If the University elects to make such a test, the University and Proposer will agree on the general procedures used to make the power curve tests. If the results of the test indicate the actual power curve is less than warranted, the Proposer will:

1. Determine the cause of the problem;
2. Take the necessary corrective action to make the wind turbine(s) meet the warranted power curve(s), and;
3. Pay for the power curve test.

E. Noise Level Warranty: The Proposer shall supply the expected sound pressure levels or contours for the wind turbines based on the proposed tower height. The Proposer shall state whether these are average or maximum guaranteed sound levels and at what wind speed.

The Proposer shall guarantee that sound pressure levels they provided will not be exceeded during the warranty period. If the University suspects that the sound pressure levels are excessive, they may elect to measure the sound pressure levels during the warranty period by using the AWEA Standard 2.1-1989, entitled "Procedure for Measurement of Acoustic Emissions from Wind Turbine Generator Systems Volume 1:

First Tier”. In the event that the measured sound pressure levels are greater than the maximum specified by the Proposer, the Proposer shall:

1. Determine the cause of the problem;
2. Take the necessary corrective action to make the wind turbine(s) meet the warranted power curve(s), and;
3. Pay for the sound level test.

F. Operating Availability Warranty: The Proposer shall provide a copy of the standard availability warranty to cover the initial warranty period, which should provide a minimum, guaranteed annual operating availability level of the proposed wind turbines during the warranty period. Since the response time of the University’s operating staff and the availability of the electric grid are beyond the control of the Proposer, the Proposer shall provide a list of wind turbine faults that will be used in the calculation of the turbine availability. If the wind turbines do not meet these minimum availability guarantees through no fault of the University, the Proposer shall take corrective action to ensure that the turbines meet the minimum availability guarantees throughout the warranty period.

G. Equipment Warranty: The Proposer shall provide a copy of its standard equipment warranty outlining the equipment covered and the time period of the coverage. This warranty shall include, at a minimum, two (2) copies of written guarantee, signed by the manufacturer, contractor and installer agreeing to repair or replace defective materials and workmanship of the wind turbine work during the guarantee period. The guarantee period shall start on the date of the signing of the Substantial Completion document. Defective materials and workmanship is hereby defined to include operational failures, performance below required minimums, excessive deterioration or aging, evidence that the system will not be reasonably maintainable for the life of the wind turbines, abnormal wear considering intensity of use, unsafe conditions, excessive noise or vibration, and similar unusual, unexpected, and unsatisfactory conditions. This definition does not include defects caused by acts of God, alterations, abusive use, and similar causes beyond the control of the manufacturer, contractor and installer.

H. Operations and Maintenance Contract: The University will own and use all the electricity generated from the wind turbine project.

1. **Service Time and Frequency:** The University is seeking to include in a five (5) year wind energy contract details on how the wind turbines will be operated and maintained. The maintenance service agreement shall commence on the date that the Substantial Completion document is signed. All proposals also will be evaluated on the pricing and service capacity that can be delivered by the Proposer. The proposal should detail the staff, expertise (training and practical experience), service center locations (to evaluate distance/timing for service issues), and guaranteed pricing for service contracts.
2. **Service Requirements:** Service visits shall consist of the inspection of all mechanical and operational aspects of the wind turbine equipment. Work shall include the repair or replacement of worn or defective components, lubrication, cleaning, and adjusting, as required, for proper wind turbine operation. Parts and supplies used in the manufacture and installation of the original equipment will be used for service.

3. **Wind Turbine Mechanic:** A qualified wind turbine mechanic, employed by the manufacturer, will perform and/or supervise all service work.
 4. **Cleaning and Service:** The wind turbines shall be left in clean condition after each examination. Any oil or lubrication leaks shall be wiped clean and the cause of the leak shall be corrected.
 5. **Written Reports:** Written reports of the service work performed shall be provided to the University Facilities & Services and Utilities within a reasonable time after the service work is performed. These reports shall be legible; poor quality carbon copies will not be acceptable. A representative of University Facilities & Services and/or Utilities must sign these reports.
 6. **Notification:** The University Facilities & Services and/or Utilities shall be notified prior to performing service on the wind turbines at this number: (217) 333-8484.
- I. **Repairs:** If repairs to the wind turbines are required and they must be taken out of service, arrangements shall be made with the University Facilities & Services and/or Utilities.
- J. **Call Backs:** The contractor shall respond to all call backs and wind turbine trouble calls twenty-four (24) hours per day, seven days a week, including all holidays, within twenty-four (24) hours of being notified of the call at no additional cost to the University during the warranty period.
1. **Written Report:** A written report of the nature of the call back, any parts used, and what was done to correct the call will be provided to the University Facilities & Services and/or Utilities. This report shall be clear, legible, dated and signed by the mechanic that performed the work, and must be signed by a University Facilities & Services and/or Utilities representative.

1.06 Coordination

- A. **Pre-job meeting:** At the time that the contract is awarded, University representatives shall contact the contractor for the purpose of setting up a pre-job meeting. This meeting shall take place a minimum of thirty (30) days before the job is scheduled to begin. The purpose of this meeting is to inform the University of what the construction schedule will be, what equipment the University wishes to retain, where construction equipment and parts are to be stored, and any other pertinent information relating to the job.
- B. **Parking:** The contractor shall make on-site parking arrangements with the University Campus Parking Division. Campus Parking may be contacted by phone at (217) 333-3530.

Part 2: General Requirements of the Wind Turbines

- 2.01 All components shall have been designed to achieve optimum physical and performance compatibility and prototype tested to prove integrated design capability. Each complete system shall have been factory fabricated, assembled, and production tested as performed by wind turbine manufacturer.
- 2.02 The wind turbines output as measured at the high-voltage bushings of the generator step-up transformer shall meet the IEEE 519-1992 standards for harmonic content.

- 2.03** The wind turbines shall have protective relaying functions built into the turbines control computers. These relaying functions shall include over current, over/under voltage, over/under frequency, and phase unbalance. The set points and time delays for these functions must be adjustable to ensure that the wind turbines are automatically disconnected from the distribution system for certain electrical disturbances on the distribution system.

Part 3: Execution

3.01 Delivery, Storage and Handling of Material

- A. Material Storage Responsibility:** The Proposer shall be responsible to pay all costs for for transportation to the owner's site and coordinate delivery with the installing contractor. The installing contractor shall be responsible for unloading the equipment. The wind turbine equipment will be delivered in manufacturer's original unopened protective packaging and shall be stored so as to protect it from any damage or wetting.
- B. Vendor Shall Supply All Equipment and Supervision Required:** The manufacturer/ contractor shall provide all items, articles, and operations listed, mentioned, and herein specified, including all tools, safety devices, supervision, and incidentals necessary to complete the wind turbine installation. If the offer includes installation, the Proposer must supply all safety equipment necessary to accomplish this project, including, but not limited to, safety harnesses, safety barriers, and warning signs. All of the equipment will be of new or first-rate condition (this section applies only to the Vendors personnel or Vendor's subcontractor's personnel).

3.02 Final Acceptance Inspections and Tests

- A. Inspection and Acceptance Tests:** The University Facilities & Services and/or Utilities personnel and a certified materials testing firm shall witness inspections and acceptance tests. University personnel shall be notified a minimum of three (3) working days prior to the scheduled testing and inspection.

2. Program Plan

The Proposer must provide a Project Plan to support its proposal. This plan should describe the programs, assumptions, commitments, and expectations of the Proposer in providing the services required by the University. The Plan should also include reporting commitments and specific suggestions regarding communication, planning and performance review.

3. Proposer's Qualifications and Other Required Information

The Proposer must provide the following information:

- 3.1** Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- 3.2** The name, address, telephone and fax numbers, and primary contact person of the company.

- 3.3 Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including, but not limited to:
 - Technical training and education;
 - General experience;
 - Specific experience with services being requested; and,
 - Qualifications and abilities to perform the services being requested.

- 3.4 If applicable, the company's branch office addresses, telephone numbers, fax numbers, and contact person(s), noting the branch office that would be used to provide the services outlined in this RFP.

- 3.5 A list of the Proposer's projects and independent power supply ventures participated in over the last ten (10) years and three (3) references of current clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. Also, include the megawatt and megawatt hour output from each energy sales contract. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

- 3.6 Description of any past, current or proposed litigation concerning power supply agreements; and/or your proposed energy supply facility.

- 3.7 Separate descriptions, as appropriate, for each member if there is a consortium or partnership of two or more firms and the relationship between the entities for this proposal.

- 3.8 The financial viability of the proposal should be demonstrated to provide assurance that the Proposer, as well as any firm(s) involved in the proposal, has adequate financial strength. Financial strength is an indicator of the likelihood that the Proposer is able to carry out the responsibilities of a supplier and that the energy will be available as projected. Each proposal must include the following financial information for each Proposer/entity involved in the proposal:
 - Current annual report for each party (If annual report is not available, a listing of assets, liabilities and cash flow must be provided);
 - Current (within past three (3) months) profit and loss statement for each party; and,
 - Description of project financing.

In addition, please answer the following:

Describe how you will finance your portion of the project: _____

Are there any past, current, threatened or proposed lawsuits related to your company's/organization's renewable energy resources, your facilities or your ability to deliver power? _____

If yes, please explain: _____

Has your company/organization or any of the principals ever declared bankruptcy?

If yes, please explain: _____

Please provide credit references:

Institution: _____

Institution: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone Number: _____

Phone Number: _____

Provide a copy of your most recent annual report (if unavailable, please provide a current listing of assets, liabilities and cash flow) and a current profit and loss statement that is closely related to the operations of your renewable energy facility(s).

4. Out-of-State Preferences

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

5. MAFBE

In support of the Business Enterprise for Minority, Female and Persons with Disabilities Act (30 ILCS 575 et seq., as amended) the University's MAFBE Program sets the University's goal of 19 percent of its contracts to be awarded to minority (5%), female (12%), and disabled (2%) businesses. The 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 the University, or indirectly by the Respondent's ordering goods or services from minority, female and disable firms when suppliers or subcontractors are needed to fulfill the agreement.

Information about the Respondent's MAFBE status must be included in the Illinois Public Higher Education Bidder Application Form as part of the submission. The Respondent, if awarded an agreement, agrees to notify the University of Illinois of changes to its status as a minority, female or disable business enterprise within fifteen (15) business days of the occurrence of such a change.

The Awarded Contractor agrees to identify minority, female and disabled business firms providing the Respondent with goods or services in the fulfillment of the Contract requirements, and further agrees to provide the University an annual report due on an agreed upon date shall include the name of the firm, address and dollar value of purchases made with these firms.

Please submit a plan detailing how your firm will assist the University in meeting the above goals. Provide your plan as a separate attachment to your RFP response. Should your firm be a certified MAFBE vendor, or you plan to use certified MAFBE vendor(s), please provide the certification number(s).

The Business Enterprise Program is administered by the Illinois Central Management Services and may provide Respondents with a list of certified minority, female and disabled business firms that may be contacted to fulfill the requirements of this agreement. The University recognizes the certifications of the Central Management Services Business Enterprise Program, the Illinois Department of Transportation, the Chicago Minority Business Development Council, and the Women’s Business Development Council.

6. Signature

By signing this proposal, the Proposer signifies agreement with and acceptance of all the terms, conditions and specifications shown in this Request for Proposal (RFP).

Any exceptions to terms, conditions and specifications must be clearly identified in a cover letter referencing the pertinent section from this RFP. The person signing below represents and warrants that he/she has authority to bind his/her company. Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number(s): _____

Printed name of individual(s) signing proposal: _____

Signature(s): _____

Date: _____

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX II. PRICING PROPOSAL

This Appendix II and Proposer's response to it will be incorporated into the final contract.

1. Pricing

RFP responses are to include prices on all products offered and:

- Cost per item(s) including FOB jobsite pricing;
- On site installation supervision
- Warranty Support and Maintenance
- Any associated road fees assessed by local municipalities, township, county, state or federal road authorities.

Include at least a one (1) year warranty for maintenance, parts and labor. If such a warranty is not provided, submitted prices **must** include the cost of obtaining this service.

The University encourages creative pricing proposals. The University has allocated a dollar amount, approved by the Board of Trustees, which represents the University’s reasonable expected average value of the design-build of a wind turbine project of similar size. All proposals will be evaluated from the perspective of this budgeted amount and on the proposed date of delivery. Prices should be stated in year of occurrence in U.S. dollars (\$), based on the proposed date of delivery. Pricing should be based upon the Proposer’s receipt of all applicable federal and state tax credits that apply to the renewable energy generation source. Please note, the University also will own/receive any and all current and/or future Renewable Energy Certificates and emissions credits associated with the energy from a project, and the pricing must reflect that.

A. In addition to an attached itemized price list, Vendor’s pricing response is summarized to offer the following Options:

1. Option 1 shall be for three wind turbines \$ _____
(list itemized pricing on a separate sheet)

Option 1a. shall be for complete installation of three wind turbines \$ _____
(list itemized pricing on a separate sheet)

2. Option 2 shall be for two wind turbines. \$ _____
(list itemized pricing on a separate sheet)

Option 2a. shall be for complete installation of two wind turbines. \$ _____
(list itemized pricing on a separate sheet)

The University reserves the right to accept the option that the University considers to be in its best interest.

In the event that the University requires the attached Combined Payment and Performance Bond (Appendix VI), the bond will be provided by a satisfactory and responsible surety company authorized to do business in the State of Illinois, and which bond shall be in satisfactory form to the University and written by a surety company having a rating of B+:VI in the latest issue of Best's Key Rating Guide.

List the additional cost of Combined Payment and Performance Bond that
The University may require _____% of total price offered.

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

2. Signature

**By signing this proposal, the Proposer signifies agreement with and acceptance of all the
terms, conditions and specifications shown in this Request for Proposal (RFP).**

The Proposer signifies that this is an accurate estimate (or firm price) for providing the
requested services, and agrees to hold the prices firm as required in the RFP. The Proposer
signifies travel costs, if allowed in this RFP, are an accurate estimate. The person signing below
represents and warrants that he/she has authority to bind his/her company.

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number(s): _____

Printed name of individual(s) signing proposal: _____

Signature(s): _____

Date: _____

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX III. VENDOR DISCLOSURE OF FINANCIAL INTERESTS

This Appendix III and Proposer's response to it will be incorporated into the final contract.

APPENDIX III

You may use the Bidder Application and Financial Disclosure Forms in two ways:

- **Enter your information online. Print the form, sign, and mail to the appropriate university.**
- **Print the form, enter your information, sign, and mail to the appropriate university.**

Financial Interests and Potential Conflicts of Interests Disclosures

SUBMIT THIS INFORMATION WITH YOUR BID, PROPOSAL, OR OFFER.

You can use this form in two ways:
 1. Enter your information on line, print, sign, and submit.
 2. Print the form, enter your information, sign, and submit.

The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified in this form.

▶ **Publicly Traded Entities – Select one.**

- I have attached a copy of the corporate Form 10-K
- I am going to complete Step 2 for each qualifying individual.

▶ **Privately Held Entities (with more than 400 shareholders)**

- I am going to complete Step 2 for each qualifying individual and have attached information that would be included in a Form 10-K.

▶ **Privately Held Entities (with less than 400 shareholders)**

- I am going to complete Step 2 for each qualifying individual.

No individuals have an ownership value or distributive income share of more than 5% or \$90,414.60. Proceed to Step 4.

I have entered below those individuals with an ownership or distributive income share of more than 5% or \$90,414.60 in this company (use codes in blue below).

Financial Interest of Ownership*	Name (Create a separate Step 3 page for each individual.)	Address	Type of Ownership/ Distributable Income Share**	Ownership interest in the vendor (or its parent)
				<input type="radio"/> %
				<input type="radio"/> Amt
				<input type="radio"/> %
				<input type="radio"/> Amt
				<input type="radio"/> %
				<input type="radio"/> Amt
				<input type="radio"/> %
				<input type="radio"/> Amt
				<input type="radio"/> %
				<input type="radio"/> Amt

Attach additional pages if needed.

<p>*Financial Interest of Ownership Code (Use all that apply):</p> <ul style="list-style-type: none"> 1 = Ownership exceeding 5% 2 = Ownership value exceeding \$90,414.60 3 = Distributive income share exceeding 5% 4 = Distributive income share exceeding \$90,414.60 	<p>**Type of Ownership/Distributable Income Code:</p> <ul style="list-style-type: none"> 1 = Sole proprietorship 2 = Stock 3 = Partnership 4 = Other (Explain)
--	---

STEP 3 – DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR EACH INDIVIDUAL NAMED IN STEP 2

For each of the individuals identified in Step 2, indicate which, if any, of the following beneficial relationships could be a potential conflict of interest. If "Yes," please use the space under the section to describe—attach additional pages as necessary.

Name of Individual _____

- | | | |
|---|---------------------------------|--------------------------------|
| a. State employment, currently or in the previous 3 years, including contractual employment of services. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| b. State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 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
<input type="checkbox"/> | No
<input type="checkbox"/> |
| d. Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 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
<input type="checkbox"/> | No
<input type="checkbox"/> |
| f. Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| g. Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| h. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 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
<input type="checkbox"/> | No
<input type="checkbox"/> |
| 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 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
<input type="checkbox"/> | No
<input type="checkbox"/> |

▶ Current Contracts

Do you have any current contracts, leases, or other on-going procurement relationships with other units of State of Illinois government?

- No.
- Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Contract Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

▶ Pending Contracts or Proposals

Do you have any pending contracts, proposals, leases, or other on-going procurement relationships with other units of State of Illinois government?

- No.
- Yes. List below or attach additional pages:

Unit of State Government	Project Name, Bid/Proposal Number, or Lease	Est. Contract Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of Vendor or Contracting Entity

Official authorized to sign on behalf of vendor:

Name _____ Title _____

Signature _____ Date _____

If you do not complete and return this form with your response, you will be considered as "non-responsive" to this solicitation.

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX IV. PROJECT LABOR AGREEMENT

This Appendix III and Proposer's response to it will be incorporated into the final contract.

APPENDIX IV

AGREEMENT

Between the

EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL

And the

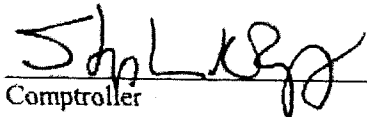
THE UNIVERSITY OF ILLINOIS at URBANA-CHAMPAIGN

1. This Agreement is entered into to facilitate the timely completion of construction and renovation projects at the University of Illinois at Urbana-Champaign (UIUC). The UIUC's academic year schedule, and related student needs, requires the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging UIUC students. Skilled craftsmen are needed by UIUC to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set standard working conditions for the efficient performance of work at the UIUC, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at UIUC.
2. The UIUC agrees to include the attached Project Labor Agreement (PLA), or mutually agreed successor versions, as part of Advertisements for Bids and Request for Proposals on selected construction projects as determined by UIUC.
3. Any firm, union affiliated or not, may bid on the project. Successful bidders must become party to the Project Labor Agreement to be awarded a contract. This Agreement applies only to selected UIUC projects at Champaign-Urbana, Illinois.
4. The East Central Illinois Building & Construction Trades Council (ECIBCTC), its member Unions, agents, affiliates and surrogates agree to not stop, delay, interrupt, strike, picket, harass or interfere in any way with construction projects, contractors, or employees engaged in UIUC projects covered by a PLA. Any interference, whether lawful or not, shall terminate this Agreement.
5. In the event that no qualified bidders bid on a project or portion thereof, UIUC reserves the right to request new proposals without including the Project Labor Agreement.
6. The terms of this agreement is two (2) years beginning January 1, 2007 and ending on December 31, 2008.
7. Neither party to this Agreement shall be obligated to enter into any negotiations for the renewal or extension of this Agreement. If either party desires to renew or extend the Agreement, such party will notify the other party in writing at least ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, the ECIBCTC and University has caused this Agreement to be executed in their respective capacities effective this day, January 1, 2007.

University of Illinois
Urbana-Champaign
(UIUC)

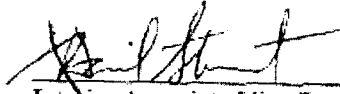
East Central Illinois Building &
Construction Trades Council
(ECIBCTC)


Comptroller

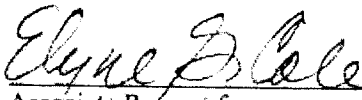

President of ECIBCTC


Secretary of Board of Trustees *11/15/06*


Vice President of ECIBCTC

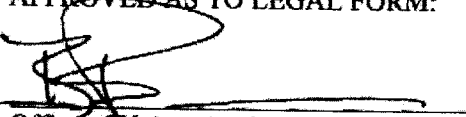

Interim Associate Vice President for
Human Resources


Secretary/Treasurer of ECIBCTC


Associate Provost for
Human Resources


Executive Director, Facilities & Services

APPROVED AS TO LEGAL FORM:


Office of University Counsel

East Central Illinois Building & Construction Trades Council Project Labor Agreement

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

Article 1 - INTENT AND PURPOSES

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

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

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the East Central Illinois Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Labor Agreement, which shall apply to work. It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary.

1.3 The Contractor and the Union agree that should the collective Bargaining Agreement (CBA) of any East Central Illinois Building and Construction Trades Council (ECIBCTC) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages and fringe benefits included in any new CBA will be effective on the effective date of the newly negotiated CBA unless wage and fringe benefit retroactivity is agreed upon by both bargaining parties.

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - ADMINISTRATION OF AGREEMENT

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

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

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

ARTICLE 4 - HOURS OF WORK OVERTIME SHIFTS AND HOLIDAYS

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

4.2 All time before and after the established workday of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid in accordance with each craft's current Collective Bargaining Agreement. All time on Sundays and Holidays shall be paid for at the rate of double time.

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

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

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

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

ARTICLE 5 - ABSENTEEISM

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

ARTICLE 7 - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

- 7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.
- 7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.
- 7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremans ability to handle tools and materials.
- 7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.
- 7.7 The Contractor may establish such reasonable project rules as the contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the contractor.
- 7.8 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.
- 7.9 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the ECIBCTC prior to any involvement on the project by these personnel. The Contractor will inform the ECIBCTC of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.
- 7.10 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply ECIBCTC and affiliated unions with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

ARTICLE 8 - SAFETY

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

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

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

ARTICLE 9 - SUBCONTRACTING

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

ARTICLE 10 - UNION REPRESENTATION

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

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

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

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to

discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

ARTICLE 11 - DISPUTES AND GRIEVANCES

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

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

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

Step 1: (a) When any employee subject to the provisions of the Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later 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 final and binding on all parties, the fee and expenses of the arbitrator shall be borne equally between the Contractor and the involved Local Union(s).

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

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

ARTICLE 12 - JURISDICTIONAL DISPUTES

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

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

- (a) Negotiation by and between the Local Business Representative of the disputing Unions and Contractor assigning the work within 5 business days. Such negotiation shall be pursued until it is apparent that the dispute cannot be resolved at the local level.
- (b) The International Representatives of the disputing Union shall meet on the job site by phone conference, e-mail or fax and attempt to resolve said dispute within 5 business days.

- (c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an agreed upon arbitrator after complying with paragraph (2b) above within 5 business days. An arbitrator will be selected from a panel of seven (7) arbitrators supplied through the Federal Mediation and Conciliation Service being selected or rejected one at-a-time by the Unions involved. The arbitrator's decision will be final and legally binding on this project only. Further, the losing party(s) will be responsible for the cost of the Arbitrator.
- (d) A jurisdictional dispute may be submitted upon a pre-job assignment.
- (e) If any party to the jurisdictional dispute does not fully comply with the steps and time limit with each step, then the party in non-compliance will lose by "automatic default".
- (f) Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
- (g) All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps 12.2(a) & 12.2(b) and proceed directly to an expedited arbitration hearing.

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

ARTICLE 13 - WORK STOPPAGES AND LOCKOUTS

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

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

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

13.4 Neither the ECIBCTC nor its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the ECIBCTC will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease

any violations of this Article. The ECIBCTC in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

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

- (a) The party invoking this procedure shall notify an individual to be *mutually agreed upon*; whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) after the telegraph notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *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. In the event that no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE 14 - GENERAL SAVINGS CLAUSE

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

ARTICLE 15 - TERM OF AGREEMENT

15.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

Project Name _____

IN WITNESS WHEREOF, the ECIBCTC and CONTRACTOR have executed this Project Labor Agreement on the _____ day of _____, 20_____.

East Central Illinois Building & Construction
Trades Council (ECIBCTC)

Contractor Signature _____

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

Print Name _____

Title _____

Company Name _____

Address _____

City, State, Zipcode _____

Phone _____

Fax _____

Email _____

Website _____

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

Participation Agreement

The undersigned Project Contractor, Contractor or subcontractor, subcontracting to

_____ agrees to be bound to the attached

Project Agreement negotiated between _____ and the
East Central Illinois Building and Construction Trades Council.

Project Contractor, Contractor, Subcontractor

By

Date

Signatures for the Unions:

Scott Collins 10/11/06
Asbestos Workers LU #18 Date
International Association of Heat & Frost
Insulators

Brian Dishin 10/17/06
Ironworkers LU #380 Date
International Association of Bridge, Structural
& Ornamental Iron Workers

Daniel W. McCall 10/6/06
Bricklayers & Tilesetters LU #8 Date
International Union of Bricklayers & Allied Craftworkers

[Signature] 10/27/06
Laborers' LU #703 Date
Laborers' International Union of North
America Laborers

Edmond J. [Signature] 10/20/06
Boilermakers LU #40 Date
International Brotherhood of Boilermakers, Ironship
Builders, Blacksmiths, Forgers and Helpers

Michael A. Bunn 10/17/06
Millwrights LU #1051 Date
United Brotherhood of Carpenters & Joiners of
America of Mid Central Illinois Regional Council

Dan L. [Signature] 10/11/06
Carpenters LU #44 Date
United Brotherhood of Carpenters
& Joiners of America of Mid Central
Illinois Regional Council

Robert [Signature] 10/17/06
Operating Engineers LU #841 Date
International Union of Operating Engineers

Michael Hestert 10/16/06
Electricians LU #601 Date
International Union of Electrical Workers

Allen W. Wells 10/9/06
Painters LU #363 Date
International Brotherhood of Painters & Allied Trades

[Signature] 10/10/06
Glaziers LU #1168 Date
International Brotherhood of Painters & Allied Trades

Chris Butler 10/6/06
Plasterers & Cement Masons LU #143 Date
Operative Plasterers & Cement Masons' International
Association Of the United States and Canada

Signatures for the Unions:
(continued):

Jerry J. Swope 10-05-06
Plumbers & Steamfitters LU #149 Date
United Association of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Industry of the United
States & Canada

John E. Borden for Mrs. Bradley K. Borden 10/10/06
Road Sprinkler Fitters LU #669 Date
United Association of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Industry of the United
States & Canada

William K. Bates 10/9/06
Roofers LU #97 Date
United Union of Roofers Waterproofers & Allied Workers

Robert Champion 10/11/06
Sheet Metal Workers LU #218 Date
Sheet Metal Workers International Association

James D. Brown 10-12-06
Teamsters LU #26 Date
International Brotherhood of Teamsters

ADDENDUM A: Union Contact List

SCLIBCTC

P.O. Box 3932

Champaign, IL 61820 3932

a**Asbestos Workers LU #18**

Full Name: Scott Collier
 Job Title: Business Manager
 Company: Asbestos Workers LU #18
 3302 S. East Street
 Indianapolis, IN 46227
 Bus: +1 (317) 786-3216
 Bus Fax: +1 (317) 786-3353
 E-mail: local18@sbcglobal.net
 Categories: Unions

b**Boilermakers LU #60**

Full Name: Mr. Edmond J. Hebert
 Job Title: Business Manager
 Company: Boilermakers LU #60
 425 W. Edgewood Court
 Morton, IL 61550-2497
 Bus: (309) 266-7144
 Bus Fax: (309) 266-7539
 Categories: Unions

Bricklayers & Tile Setters LU #8

Full Name: Dan McCall
 Job Title: President
 Company: Bricklayers & Tile Setters LU #8
 3301 N. Broadwalk Drive
 P.O. Box 6569
 Champaign, IL 61826-6569
 Bus: +1 (217) 356-0419
 Bus Fax: +1 (217) 356-0694
 E-mail: BAC8IL@egix.net
 Web Page: <http://www.bac8il.org/>
 Categories: AFL-CIO, Unions

Bricklayers & Tile Setters LU #8

Full Name: John Thomas
 Job Title: Field Representative
 Company: Bricklayers & Tile Setters LU #8
 3301 N. Broadwalk Drive
 P.O. Box 6569
 Champaign, IL 61826-6569
 Bus: +1 (217) 356-0419
 Bus Fax: +1 (217) 356-0694
 E-mail: info@bac8il.org
 Categories: AFL-CIO, Unions

c**Carpenters LU #44**

Full Name: Dave Kloewer
 Job Title: Business Agent
 Company: Carpenters LU #44
 402 S. Duncan Road
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REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

**APPENDIX V. SOILS REPORT
FROM
MIDWEST ENGINEERING SERVICES INC.**

This Appendix III and Proposer's response to it will be incorporated into the final contract.

APPENDIX V

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June 19, 2007

Mr. Jay Haley, P.E., Partner
EAPC Architects Engineers
3100 DeMers Avenue
Grand Forks, ND 58201

Re: Subsurface Exploration and Foundation Recommendations
Proposed South Campus Wind Turbines
Philo Road
Champaign County, Illinois
MES Project No. 1-73049

Dear Mr. Haley:

In accordance with your request, we have completed a subsurface exploration for three (3) proposed wind turbines in Champaign County, Illinois southeast of the City of Urbana. Enclosed are three (3) copies of the report that includes our findings and recommendations regarding foundation design and construction.

Midwest Engineering Services, Inc. appreciates the opportunity to be of service during this phase of the project. If there are any questions or comments you may have regarding the content of this report or if we may be of any further service, please contact us at your convenience.

Sincerely,

MIDWEST ENGINEERING SERVICES, INC.

Robert W. Hahn, P.E.

Principal Engineer

Digitally signed by Daniel E. Tappendorf
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Daniel E. Tappendorf, P.E.
Branch Manager

APPENDIX V

**SUBSURFACE EXPLORATION
AND
FOUNDATION RECOMMENDATIONS**

**Proposed South Campus Wind Turbines
Philo Road
Champaign County, Illinois**

Prepared For

**Mr. Jay Haley, P.E., Partner
EAPC Architects Engineers
3100 DeMers Avenue
Grand Forks, ND 58201**

June 19, 2007

MES File No. 1-73049

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INTRODUCTION

General

This report presents the results of a geotechnical exploration for three (3) proposed wind turbines to be located in Champaign County, Illinois southeast of the City of Urbana. The purpose of this study was to determine and evaluate the subsurface conditions existing at each turbine site and to establish related parameters for use by the design engineers. Included herein are the results of the subsurface exploration, field and laboratory soil test data, and recommendations regarding design and construction of the foundations.

Scope

The scope of services included a reconnaissance of the site, subsurface exploration, field and laboratory testing of the soil samples collected, and engineering analysis and evaluation of the data. In addition, geologic maps and literature relative to the general area of the site were reviewed.

Authorization

Authorization to perform this subsurface exploration and analysis was in the form of a proposal agreement between Midwest Engineering Services, Inc., (MES) and EAPC Architects Engineers. The proposal (MES No. 1-7087, dated May 28, 2007) outlined the scope of service and conditions for performance of the work and was signed by Mr. Jay Haley, Partner, on July 19, 2007.

SITE AND PROJECT DESCRIPTION

Project Location and Site Features

The turbine sites are all located in the East Half of the West Half of Section 33, Township 19 North, Range 9 East of the Third Principal Meridian in Champaign County, Illinois. The project area lies on the west side of Philo Road (County Road 1450E), between Curtis Road (County Road 1300N) and Old Church Road (County Highway 3), between one and two miles south of Urbana.

Project Description

It is understood that the proposed turbines will be horizontal-axis units with the main rotor shaft and electrical generator at the top of the tower. The turbine height was not provided, but typically ranges from 60 to 120 feet. The turbines typically are founded on either a shallow, hexagonal-shaped mat foundation bearing approximately 8 feet below

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grade with an inscribed diameter of 50 to 60 feet or on a monotube foundation (Patrick and Henderson foundation) with a 15 to 20-foot diameter and 30 to 40 feet deep. Sustained dead loads will be on the order of 1500 psf with mean operating overturning loads of about 1800 psf.

GEOLOGY OF THE AREA

General

The geology of the Urbana, Illinois region has been greatly influenced by several major landforming factors. Bedrock and tectonic movements prior to the Pleistocene Period, continental glaciation during the Pleistocene Period, wind action, and man have all contributed to the geologic history of the area.

Bedrock Geology

Bedrock in the Urbana area is generally found at depths in excess of 200 ft. below the ground surface and consists primarily of Pennsylvanian Age deposits associated with the Spoon Formation. Shale, coal, sandstone and limestone are the predominant rock types comprising the formation in this area.

Surficial Geology

The subject site is located in Urbana, Illinois and the surficial geology likely consists of a thin layer of wind deposited and water worked loessial material overlying extensive deposits of glacial drift. The drift is comprised primarily of glacial till, a heterogeneous mixture of sand and pebbles bound in a compact clay to silt matrix, but can also contain inclusions of granular outwash material. Pockets, lenses, seams and tubes of water sorted gravels, sands, and silts are commonly found in these geologic formations.

Seismic Considerations

Champaign County is located within the La Salle anticlinal belt, a series of north-northwesterly trending inactive faults. The nearest of these minor faults is located approximately 15 miles east of Champaign. Champaign County is classified as a seismic zone 1 region, or a region of low seismic probability and minor damage consequences.

Based on our previous experience in the area and the profile encountered, the soils appear to meet the criteria for **Site Class D** in accordance with Table 1615.1.1 of the International Building Code (IBC) – 2000. That is, stiff soils having an undrained shear strength between 1000 and 2000 PSF or a standard penetration resistance between 15 and 50 blows/ft.

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FIELD EXPLORATION

Scope

In order to determine the significant engineering characteristics of the foundation soils, a field exploratory program was undertaken. Three (3) soil borings were advanced for the project, one (1) at the approximate center of each turbine. The borings were located in the field by MES personnel using a hand-held GPS device using coordinates supplied by the client. The approximate boring locations are shown on the Boring Location Diagram, Figure 2, included in the Appendix. Each of the borings was drilled to a depth of 51.5 feet below the ground surface.

Drilling and Sampling Procedures

The soil borings were performed with a truck-mounted drill rig equipped with a rotary head. Conventional, continuous-flight, hollow-stem augers were used to advance the borings with representative samples obtained employing split-barrel sampling techniques in general accordance with ASTM Procedure D-1586. For this project, a sampling interval of 2.5-ft. through a depth of 20 feet and 5-ft. thereafter was used.

Field Tests and Measurements

Standard Penetration Tests: During the sampling procedure, Standard Penetration Tests (SPT) were performed at regular intervals through the depth of the borings. The SPT value ("N" Counts) is defined as the number of blows required to advance a 2-inch O.D., split-barrel sampler a distance of one foot by a 140-pound hammer falling 30-inches. These values provide a useful preliminary indication of the consistency or relative density of most soil deposits and are included on the Soil Boring Logs.

Hand Penetrometer Tests: Cohesive specimens extracted from the split-barrel sampler were tested in the field with a calibrated soil penetrometer. This device provides an approximation of the unconfined compressive strength of the soils, and is useful, along with other soil parameters, in evaluating the soil strength characteristics. The results are listed on the Soil Boring Logs beneath the column labeled "Qp".

Water Level Measurements: Groundwater level observations were made during and upon completion of the drilling process. Water level information is noted on the Soil Boring Logs in the Remarks column.

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LABORATORY TESTING

General

Additional significant characteristics of the foundation materials were determined in the laboratory to provide data on which to classify and quantitatively assess the engineering properties of the soil samples obtained. The types of soils encountered were identified and logged on the boring records. The results of the field and laboratory tests are presented on the Soil Boring Logs in the Appendix. Representative samples of the soils encountered in the field were placed in clean, glass sample jars and are now stored in the laboratory for further analysis, if desired.

Laboratory Tests and Measurements

Visual Classification: All samples were visually classified by a soils engineer according to the Unified Soil Classification System (ASTM D-2488) terminology. The results are presented on the Soil Boring Logs and an explanation of the symbols used in this system is included in the Appendix to this report.

Moisture Content Tests: The natural moisture content of all samples was determined by ASTM method D-2216 and is recorded on the Soil Boring Logs as a percentage of the dry weight of the soil.

Unconfined Compression Test: The undrained shear strength of the cohesive soils was determined from unconfined compression tests on specimens obtained from the split-barrel samplers. Soil strength values of samples obtained *in situ* by the SPT method must also be considered, recognizing that this sampling method provides a representative, but somewhat disturbed sample. The results are listed on the Soil Boring Logs beneath the column labeled "Qu".

Dry Density Determination: The dry density was determined on the cohesive soils where intact samples were available. The results are listed on the Soil Boring Logs beneath the column labeled "Dd".

Moisture-Density Relationship: The moisture-density relationship of selected soil samples was determined in accordance with ASTM Procedure D-698 (Standard Proctor) method of test. The results of these tests are utilized for field quality control of compacted fill.

The laboratory testing was performed in general accordance with the respective ASTM Methods, as applicable. Unless notified to the contrary, all samples will be disposed of after one (1) month.

DESCRIPTION OF SUBSURFACE CONDITIONS

General

The types of foundation materials encountered at the test boring locations are described on the Soil Boring Logs. The lines delineating the changes in strata on the logs represent an approximate boundary between the various soil classifications. It must be recognized that the soil descriptions are considered representative for the specific test hole location, but that variations may occur between the sampling intervals and boring locations. A summary of the major soil profile components is described in the following paragraphs. A more detailed description and supporting data for each boring location can be found on the individual Soil Boring Logs.

Soil Conditions

The surface at each turbine site was covered with a thin layer of brown or dark brown clayey silt to silty clay, topsoil, which ranged from about 14 to 18 inches in thickness. The topsoil was underlain successively by loessial and glacial drift deposits. The loessial soils extended to a depth of about 2 to 3 feet and were comprised of brown to brown and gray mottled silty clay. The loessial soils through this depth range typically have a liquid limit between 35 and 50 percent and a plasticity index of 15 to 30 percent.

The drift deposits were comprised of silty clay to clayey silty glacial till with numerous sandy outwash inclusions. The till was brown in color through a depth of about 15 feet and was gray below this level. Samples of the till generally had very stiff to hard consistencies, moisture contents in the range of 11 to 17 percent and dry densities in the range of 110 to 128 pcf. The till deposits typically have low plasticity characteristics with liquid limits of 15 to 25 percent and a plasticity index of 7 to 15 percent.

Sandy outwash soils were encountered in all borings with the most significant deposits noted in borings T-1 and T-2. Most of these deposits were saturated or waterbearing and exhibited variable relative density ranging from loose to dense based on SPT values. Grain size characteristics of the sandy deposits can be quite erratic ranging from fine to coarse.

Soils common to this geologic setting have moderate to high corrosion potential for uncoated steel above the water table. Soil pH typically ranges from 5.5 to 8.5. Use of sulfate resistant concrete is generally not necessary in this area.

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Groundwater Observations

Groundwater was noted in borings T-1 and T-2 during the drilling operations at depths of 10 and 15 feet, respectively. The sandy zone encountered between 5 and 10 feet in boring B-3 was also saturated and a static water level likely would develop in an open bore hole this same range over time.

The soil profile encountered at this site commonly manifests two (2) independent groundwater conditions. The deposits overlying the unweathered glacial till are generally more permeable and responsive to changes in precipitation. The underlying, unweathered till being of lower permeability acts to impede downward infiltration of the surficial groundwater, thereby creating what is commonly referred to as a "perched" condition. When the outwash inclusions are exposed, infiltration will occur. The amount of seepage occurring within these layers will depend on the areal extent of the waterbearing material. Often, these materials drain completely, but are subject to recharge from future precipitation.

A second type of groundwater condition involves waterbearing inclusions or aquifers present within or below the till sheets. These deeper sources of groundwater are often under pressure and will exhibit an elevated static level when exposed. If these aquifers are not penetrated, however, they generally have no effect on the construction operations.

It must be recognized that groundwater levels fluctuate with time due to variations in seasonal precipitation, lateral drainage conditions, and soil permeability characteristics. Monitoring standpipes should be installed and periodically checked where it is necessary to more accurately assess prevailing water levels preceding or during construction.

FOUNDATION DISCUSSION AND RECOMMENDATIONS

General

On the basis of the subsurface information obtained at the site, it is our opinion that either shallow or deep foundation systems could be used for support of the proposed turbines at the sites investigated. A discussion of the design parameters and construction considerations is included in the following sections.

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Spread Foundation System Analysis

The proposed wind turbines may be supported by a mat foundation system bearing on suitable naturally deposited soils or on properly compacted engineered fill. Differing soil conditions were encountered at each of the sites and separate discussions are provided for each turbine.

T-1

At this location, the bearing soils at a depth of 8 feet consist of stiff to very stiff, silty clay glacial till. At this level, a net allowable soil bearing pressure of 3600 psf is recommended for use, which exceeds the projected 3300 psf contact pressure from dead and overturning loads.

T-2

At this location, the bearing soils at a depth of 8 feet consist of medium dense sand. At this level, a net allowable soil bearing pressure of 2800 psf is recommended for a limiting settlement of 1 inch, which is less than the 3300 psf projected contact pressure. The preceding evaluation is based on the assumption that the bearing layer is of infinite depth, which is not the case. Considering the size of the mat, the influence zone of the contact stresses will extend well below the sand deposit subject supporting the mat and into soils of higher bearing capacity. To reduce settlement, it is recommended that at least 5 feet of the supporting sand deposit be undercut and replaced in an engineered manner. The sand should be replaced in lifts not exceeding 8-inches in loose thickness and compacted to 98 percent of maximum Standard Proctor dry density.

T-3

At this location, the bearing soils at a depth of 8 feet consist of wet, brown sandy clay. It is recommended that the sandy clay be undercut and replaced with compacted granular backfill and boring T-3 indicates that about 2 feet of overexcavation would be necessary to expose hard glacial till. After the remedial undercut and replacement has been completed, a net allowable bearing pressure of 6000 psf would be recommended, which exceeds the 3300 psf projected contact pressure.

Additional Design and Construction Considerations

For turbine T-1, a sliding friction coefficient of 0.35 is recommended for a concrete mat bearing on stiff clay. For turbine T-2, the mat will be supported on fine to coarse sand and a friction coefficient of 0.45 is recommended for use. Assuming the mat for Turbine

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T-3 is supported on compacted granular backfill, as recommended above, a friction coefficient of 0.55 is recommended for use.

Depending upon the final design bearing elevation, pockets of unsuitable soils, such as discussed for Turbine T-3, may be encountered during excavation for the mats. The soils engineer should evaluate such areas when discovered to determine the appropriate remedial measures, which may need to be taken. This may involve overexcavation down to underlying higher strength soils, where available, or removal and replacement of the unsuitable materials.

It is recommended replacement fill materials used for structural support consist of well graded granular soils such as IDOT CA-6 gradation. Structural fill should be placed in layers of not more than 8-inches in loose thickness, at moisture contents at or slightly above optimum, and compacted to at least 98 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor) method of test.

For shallow foundations, the overturning loads would be resisted by the weight of the concrete foundation and any overlying backfill materials. Standard Proctor tests conducted on native soil materials obtained from borings T-1 and T-3 through a depth of 5 feet had maximum dry densities of 115.2 pcf and 110.3 pcf, respectively.

In order to lessen the effects of any slight differential movement that may occur due to variations in the character of the supporting soils and seasonal moisture contents, it is recommended that the mat foundations be suitably reinforced. The 8-foot bearing depth is below the 42-inch depth for extreme frost penetration.

Special care should be used to limit disturbance of the soils at the base of the mat excavation. It is possible that groundwater seepage could be encountered during excavation for the mats. Should any seepage occur, sump pumps should be utilized to maintain reasonably dry conditions. It is recommended that a lean concrete mud mat be placed at the base of the excavation to limit deterioration of the subgrade soils during placement of reinforcing steel and concrete.

In general, the performance a shallow foundation system is dependent on the various factors that have been discussed. The recommended bearing pressures discussed above incorporate a factor-of- safety of 3, theoretically keeping potential load responsive settlements in the elastic range and less than 1-inch. It is recommended that the preparation and installation of the foundations be monitored and tested by a representative of the soils engineer.

Deep Foundation System Analysis

Conventional foundation systems, such as drilled piers or piles, could be utilized at any of the turbine sites. Locations T-1 and T-2 would be best suited for drilled, auger-cast piles due to the significant amounts of waterbearing outwash encountered in these borings. For turbine T-3, either drilled piers or auger-cast piles would be feasible alternatives.

With regard to the use of Patrick and Henderson foundation systems, it is our opinion that installation of such a foundation at sites T-1 and T-2 would be difficult based on the soil conditions encountered. This type of foundation appears to require a sizable excavation and these sites contain a significant amount of waterbearing granular material that would necessitate the use of dewatering in conjunction with shoring or flattened side slopes to facilitate construction. Installation of a Patrick and Henderson foundation at site T-3 appears feasible, but the excavation would still have to contend with saturated sandy clay soils as it proceeds from 5 to 10 feet.

Drilled Piers

For turbine T-3, it is recommended that drilled piers extend into the very stiff to hard glacial till deposits at a depth of 20 to 30 feet below the ground surface. Certain soil properties are generally required for design of piers for such applications including: cohesion (shear strength), friction angle, dry unit weight, lateral modulus of subgrade reaction (K-factor), and adhesion. The values for these parameters are shown in the following table and were estimated based upon the information obtained from the soil boring.

Depth Range	Average Cohesion	Angle of Internal Friction	Dry Unit Weight	Soil Modulus K-factor	Skin Friction Adhesion
(Feet)	(PSF)	(Degrees)	(PCF)	(PCI)	(PSF)
0-5	Neglect	Neglect	Neglect	Neglect	Neglect
5-10	350	20	115	30	300
10-50	5300	0	122	440	1300

It is possible that the use of temporary casing may be necessary to install the piers. Care must be exercised during the concreting and removal of the temporary casings so that the possibility of soil intrusions is avoided. When the drilling operations and inspections are completed, concrete should be placed inside the casings immediately. During simultaneous concrete placing and casing removal operations, sufficient concrete should be maintained inside the casing to offset the hydrostatic head of water outside the casing and prevent the intrusion of soil and groundwater in the pier concrete.

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A qualified representative of the soils engineer should verify that the piers are bearing on competent materials, and that the installation procedures meet specifications. If contact prices are based upon unit quantities, and where it is necessary to adjust pier depths to suit particular conditions, the inspection procedures should include a record of the pier dimensions in order to verify quantities. It is recommended that the preparation and installation of the foundations be monitored and tested by a representative of the soils engineer.

Auger-cast Piles

It is our opinion that a foundation consisting of auger-cast-piles extending could be utilized for support of the turbines. Auger-cast-piles utilize the full shear strength of the surrounding soils and their ultimate capacity is related to the diameter and length of the pile. Based upon the soils information obtained from the borings, we recommend that auger-cast-piles extend to depths of about 40 ft. below existing grade. The estimated capacities for various diameters and depths are shown in the following table. These values include a factor of safety of 2.

Turbine No.	Estimated Individual Pile Capacity	
	12-inch diameter	14-inch diameter
T-1	80 tons	100 tons
T-2	40 tons	50 tons
T-3	125 tons	150 tons

The uplift capacity of the piles can be calculated by the skin friction developed between the surface of the piles and the surrounding soil through the reinforced length of the pile. The lateral forces exerted on the piles are resisted by the soil surrounding the piles. The amount of resistance provided by the soil is a function of the elastic modulus of the material and is commonly quantified by the Modulus of Horizontal Subgrade Reaction. The recommended soil-shaft skin friction and Modulus of Horizontal Subgrade Reaction values for each depth zone are shown in the following table. The skin friction values incorporate a factor of safety of about 3.

Depth Range	Turbine No.	Skin Friction (PSF)	Horizontal Subgrade Modulus (psi/inch)
0-5	T-1	Neglect	Neglect
5-7		750	70
7-12		970	190
12-15		780	280
15-20		1300	330
20-33		1200	400
33-45		1200	330

Subsurface Exploration and Foundation Recommendations.
 Proposed South Campus Wind Turbines
 Philo Road
 Champaign County, Illinois
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0-5	T-2	Neglect	Neglect
5-18		1200	400
18-23		1300	390
23-45		1000	200
0-5	T-3	Neglect	Neglect
5-10		300	30
10-45		1300	440

The lateral forces on the piles can also be resisted by battering some of the piles. Typically piles can be battered at a maximum angle of about 3 to 4 horizontal to 12 vertical.

Typically, piles will be placed in groups and both the frictional resistance and end bearing capacity will be reduced due to overlapping stresses. The pile group efficiency is a ratio of the pile group capacity to the sum of the individual pile capacities. The pile group efficiency can be calculated with the following equation:

$$E = 1 - \frac{T}{90^\circ} \frac{((n-1)m + (m-1)n)}{mn}$$

where: m = numbers of rows
 n = numbers of piles in a row
 T = arctan (d/s)
 d = pile diameter
 s = center-to-center spacing

It is recommended that a pile load test be performed in general accordance with ASTM D-1143 to verify the pile capacity. We recommend that the load test be performed near the area of borings T-2, as this appeared to be the poorest soil conditions. A qualified representative of the soil engineer should verify that the pile installation procedures meet specifications. If contract prices are based upon unit quantities, and where it is necessary to adjust pile depths to suit particular conditions, the inspection procedures should include a record of the pile dimensions in order to verify quantities.

Patrick and Henderson Foundation

If a Patrick and Henderson foundation is installed for turbine T-3, the lateral modulus values listed above would also apply. It is recommended that an adhesion value of 750 psf be used for the soil-steel interface.

Excavations

All excavating operations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations," which deals with excavation and trench safety.

Subsurface Exploration and Foundation Recommendations.
Proposed South Campus Wind Turbines
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Trenches and excavations for footings, foundations, utilities, and other construction activities, are subject to caving sides, and can expose workers to engulfment hazards. All excavations should be monitored by a Competent Person, as defined by the OSHA standard, and appropriate shoring or sloping techniques used to prevent cave-ins. The soils identified as till on the boring logs appear to meet the requirements to be classified as Type A. Most of the sandy soils encountered were wet or saturated, which are considered by OSHA to be Type C. Type C soils were most prevalent in borings T-1 and T-2, and were encountered at various depth zones throughout the total depth (51.5 ft.) explored.

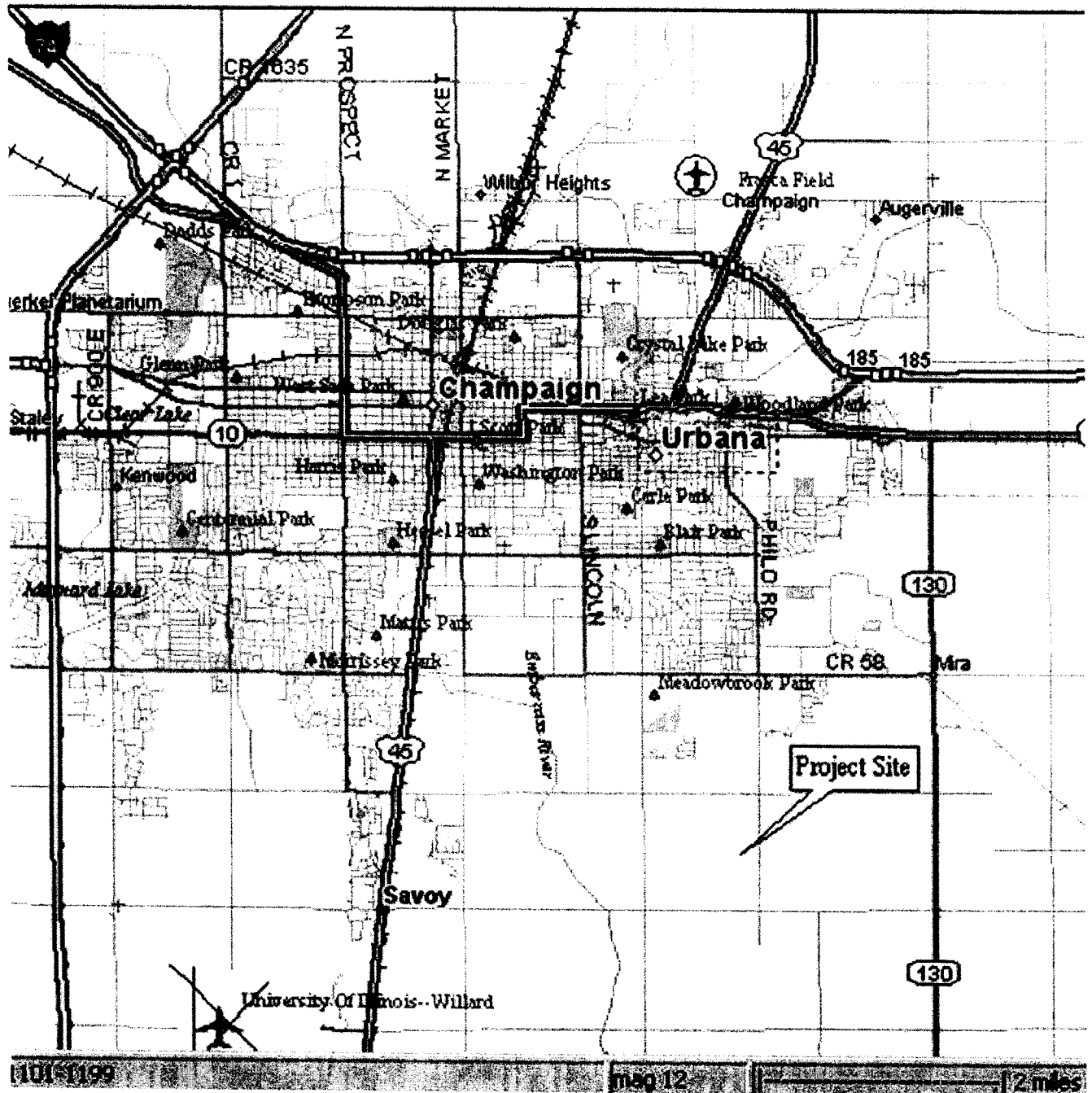
Aggregate Surfaced Roads

Subgrade preparation for aggregate surfaced roads should include removal of all vegetation and organic topsoil. After the stripping operations have been completed, the resulting subgrade soils should be compacted to 95 percent of Standard Proctor maximum dry density. Such preparation techniques should result in a temporary CBR rating of 5 to 6 percent, but over time this will deteriorate to between 2 and 3 percent due to fluctuating moisture conditions and freeze-thaw action. Roadway deterioration can be improved by providing positive drainage, the use of geotextile fabric below the aggregate surfacing or lime modification of the subgrade soils.

GENERAL COMMENTS

This geotechnical exploration and foundation analysis has been conducted to aid in the evaluation of the foundation conditions on the site of the proposed South Campus Wind Turbine project to be located in Champaign County, Illinois. The recommendations presented herein are based on the available soil information obtained and the design information provided. Any changes in the soil conditions encountered during construction, design, or structure location should be brought to the attention of the soils engineer to determine if modifications in the recommendations are required. The final design plans and specifications should also be reviewed by the soils engineer to determine that the recommendations presented herein have been interpreted and implemented as intended. It is recommended that the earthwork and foundation operations be monitored by the soils engineer in order that he/she may test and evaluate the bearing capacities and the selection, placement, and compaction of controlled fills. This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations, and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this report.

APPENDIX



midwest engineering services, inc.
geotechnical*environmental*materials engineers

Figure 1
Vicinity Map
UIUC South Campus Wind Turbines
Philo Road
Champaign County, Illinois

SCALE: As shown

PROJECT NO.: 1-73049

DATE: June 19, 2007

DRAWN BY: DET



SCALE: None

PROJECT NO.: 1-73049

DATE: June 19, 2007

DRAWN BY: DET

Figure 2
Boring Location Diagram
Proposed UJUC South Campus Wind Turbines
Philo Road
Champaign County, Illinois



midwest engineering services, inc.
geotechnical environmental materials engineers

SOIL BORING LOG
midwest engineering services, inc.

Project Name: Proposed South Campus Wind Turbines
Location: Philo Road
Urbana, Illinois

Boring: T-1
Project No.: 1-73049
Date of Boring: June 4, 2007
Field Representative: Roger Burton

VISUAL SOIL CLASSIFICATION		Sample		Q_p	Q_u	MC	Dd	Remarks
Feet	No.	N	(tsf)	(tsf)	(%)	(pcf)		
GROUND SURFACE ELEVATION: 735								
15" Brown clayey SILT (OL) Topsoil	1-AU	-	-	-	17	-		
Brown sandy CLAY (SC-CL)	2-SS	4	1.3	0.8	17	102		
Brown silty CLAY with sand (CL)	3-SS	6	1.0	0.9	17	95		
Brown clayey SILT with sand and small gravel (CL-ML) Till	4-SS	7	1.3	1.5	17	110		
	5-SS	13	3.0	3.1	15	117		
Brown fine silty SAND (SM-SP)	6-SS	12	-	-	18	-		
Brown silty CLAY with sand and small gravel (CL) Till	7-SS	19	4.3	6.1	14	123		
Gray silty CLAY with sand and small gravel (CL) Till	8-SS	15	2.0	1.9	12	127		
	9-SS	20	-	-	19	-		
Brown fine to coarse SAND (SW) wet	10-SS	15	-	-	18	-		
	11-SS	20	-	-	11	-		
Gray sandy CLAY (SC-CL)	12-SS	18	3.5	-	12	-		
Gray silty CLAY with sand and small gravel (CL) Till	13-SS	23	4.5+	-	11	-		
	14-SS	20	2.0	1.8	12	128		
Gray fine to coarse SAND (SW)	15-SS	19	-	-	14	-		
END OF BORING AT 51.5 FEET								

▼
Drilling: 10 Ft.

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

SOIL BORING LOG
midwest engineering services, inc.

Project Name: Proposed South Campus Wind Turbines
 Location: Philo Road
 Urbana, Illinois

Boring: T-2
 Project No. : 1-73049
 Date of Boring: June 1, 2007
 Field Representative: Roger Burton

VISUAL SOIL CLASSIFICATION		Sample	N	Q _p (tsf)	Q _u (tsf)	MC (%)	Dd (pcf)	Remarks
GROUND SURFACE ELEVATION: 745	Feet	No.						
14" Brown silty CLAY (CL) Topsoil		1-AU	-	-	-	19	-	
Brown fine to coarse SAND (SW) dry	5	2-SS	10	-	-	6	-	
		3-SS	11	-	-	6	-	
Brown fine to coarse SAND (SC-SW)	10	4-SS	12	-	-	7	-	
		5-SS	11	-	-	6	-	
		6-SS	12	-	-	7	-	
Brown fine to coarse clayey SAND (SC-SW)	15	7-SS	11	-	-	11	-	▼ Drilling: 15 Ft.
Brown clayey SILT with sand and small gravel (CL) Till	20	8-SS	20	4.3	5.0	11	123	
Brown and gray mottled clayey SILT with sand and small gravel (CL) Till		9-SS	25	4.5+	4.4	11	122	
Brown fine to coarse SAND with gravel (SW)	25	10-SS	23	-	-	13	-	
Gray clayey SILT (ML) wet	30	11-SS	12	0.3	-	20	-	
Gray sandy SILT (SM-ML)	35	12-SS	14	-	-	17	-	
Gray fine SAND (SP) wet	40	13-SS	14	-	-	26	-	
Gray clayey SILT (ML) wet	45	14-SS	16	3.0	0.8	11	123	
Gray clayey SILT (ML) with sand and gravel (CL-ML) Till	50	15-SS	14	3.0	1.6	12	123	
END OF BORING AT 51.5 FEET								

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

SOIL BORING LOG
midwest engineering services, inc.

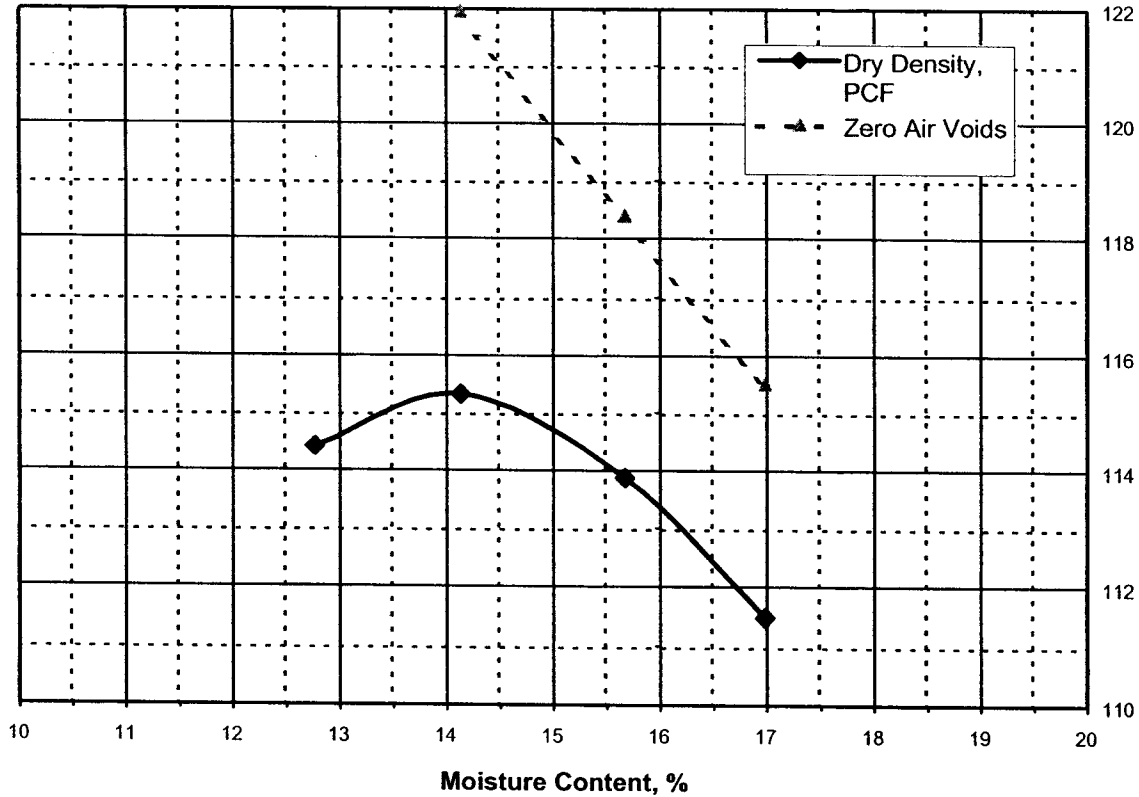
Project Name: Proposed South Campus Wind Turbines
 Location: Philo Road
 Urbana, Illinois

Boring: T-3
 Project No. : 1-73049
 Date of Boring: June 4, 2007
 Field Representative: Roger Burton

VISUAL SOIL CLASSIFICATION		Sample		Q _p	Q _u	MC	D _d	Remarks
Feet	No.	N	(tsf)	(tsf)	(%)	(pcf)		
GROUND SURFACE ELEVATION: 735								
18" Dark brown silty CLAY (CL) Topsoil	1-AU	-	-	-	23	-		
Brown silty CLAY with sand and gravel (CL)	2-SS	5	0.5	-	15	-		
5	3-SS	6	0.3	0.2	17	117		
Brown sandy CLAY with gravel (SC-CL) wet	4-SS	6	1.0	0.5	15	113		
10	5-SS	19	4.3	5.1	12	122		
Brown silty CLAY with sand and small gravel (CL-ML) Till	6-SS	19	4.5+	7.9	12	122		Dry During and upon completion of drilling
15	7-SS	9	4.5+	3.4	11	123		
	8-SS	11	4.5+	4.8	11	123		
20	9-SS	11	3.0	3.4	11	125		
	10-SS	19	4.5+	3.8	11	123		
25								
30	11-SS	14	4.5+	8.0	17	117		
Gray silty CLAY with sand and small gravel (CL-ML) Till	12-SS	16	4.5+	5.8	11	121		
35								
40	13-SS	13	4.0	4.1	11	122		
45								
50	14-SS	20	4.0	6.6	11	123		
	15-SS	19	4.5+	6.0	11	127		
END OF BORING AT 51.5 FEET								

Lines of Demarcation represent an approximate boundary between soil types. Variations may occur between sampling intervals and between boring locations, and the transition may be gradual. Dashed lines are indicative of potentially erratic or unknown changes, such as fill-to-natural soil zone transitions.

**MOISTURE DENSITY RELATIONSHIP
ASTM D - 698**



SOIL I.D. NUMBER: T-1 (2'-5')

SAMPLE LOCATION: Sampled by MES on site

VISUAL CLASSIFICATION: Brown sandy CLAY (SC-CL)

MAXIMUM DRY DENSITY, PCF: 115.2

OPTIMUM MOISTURE CONTENT, %: 14.0

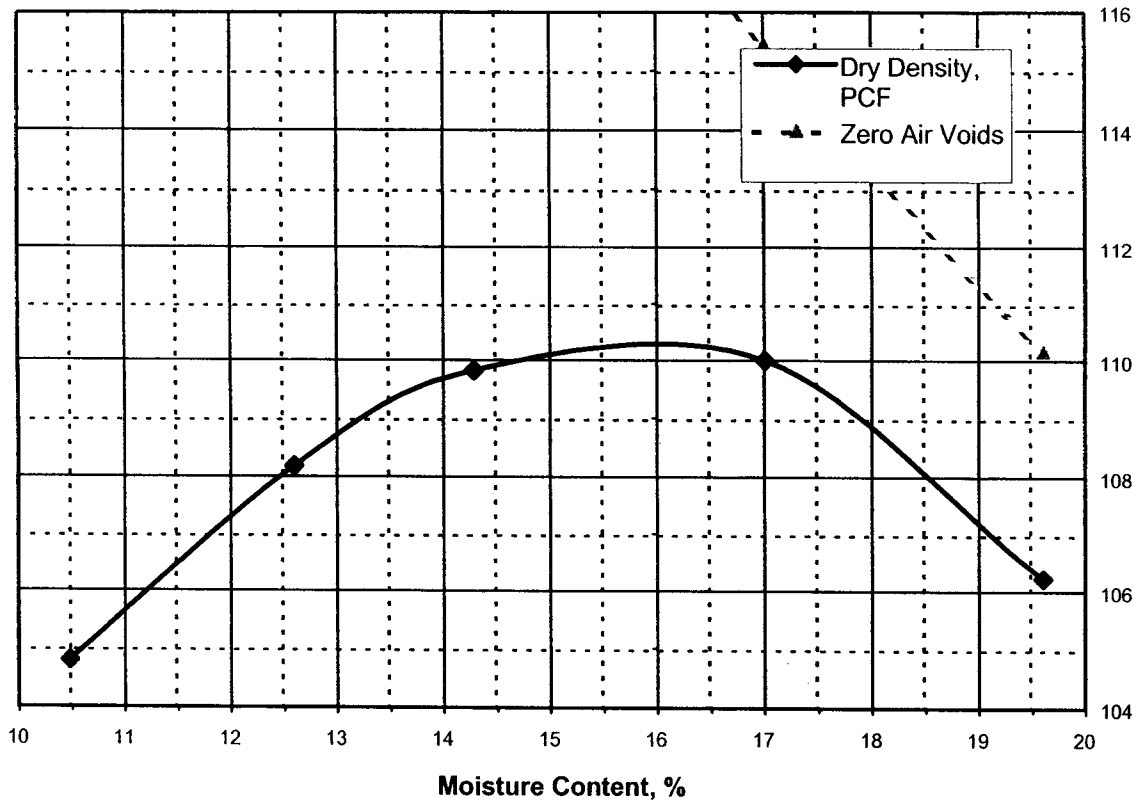
Client: Mr. Jay Haley, P.E., Partner
EAPC Architects Engineers
3100 DeMers Avenue
Grand Forks, ND 58201

Date: June 15, 2007

Project: South Campus Wind Turbines
Philo Road
Champaign County
Urbana, Illinois

Project Number: 1-73049

**MOISTURE DENSITY RELATIONSHIP
ASTM D - 698**



SOIL I.D. NUMBER: T-3 (2'-5')

SAMPLE LOCATION: Sampled by MES on site

VISUAL CLASSIFICATION: Brown silty CLAY with sand ((CL)

MAXIMUM DRY DENSITY, PCF: 110.3

OPTIMUM MOISTURE CONTENT, %: 16.0

Client: Mr. Jay Haley, P.E., Partner
EAPC Architects Engineers
3100 DeMers Avenue
Grand Forks, ND 58201

Date: June 14, 2007

Project: South Campus Wind Turbines
Philo Road
Champaign County
Urbana, Illinois

Project Number: 1-73049

GENERAL NOTES

SAMPLE IDENTIFICATION

Visual soil classifications are made in general accordance with the Unified Soil Classification System on the basis of textural and particle size categorization, and various soil behavior characteristics. Visual classifications should be substantiated by appropriate laboratory testing when a more exact soil identification is required to satisfy specific project applications criteria.

PARTICLE SIZE [±]

Boulders: 8 inches Cobbles: 3 to 8 inches Gravel: 5 mm to 3 inches	Coarse Sand: 2 mm to 4 mm Medium Sand: 0.42 mm to 2 mm Fine Sand: 0.074 to 0.42 mm	Silt: 0.005 mm to 0.074 mm Clay: - 0.005 mm
--	--	--

DRILLING & SAMPLING SYMBOLS

SS: Split-spoon, 2" O.D. by 1 3/8" I.D.	RB: Roller Bit
ST: Shelby Tube, 2" O.D. or 3" O.D., as noted in test	WS: Wash Sample
AU: Auger Sample	BS: Bag Sample
DB: Diamond Bit	HA: Hand Auger
CB: Carbide Bit	

SOIL PROPERTY SYMBOLS

N: Standard penetration count, indicating number of blows of a 140 lb. Hammer with a 30-inch drop, required to advance a split-spoon sampler one (1) foot.

Qu: Unconfined compressive strength, tons per square foot (tsf).

Qp: Calibrated hand penetrometer resistance, tsf.

MC: Moisture Content, %

LL: Liquid Limit PL: Plastic Limit PI: Plasticity Index

Dd: Dry density, pounds per cubic foot (pcf).

PID: Photoionization Detector (Hnu meter) volatile vapor level, ppm

SOIL RELATIVE DENSITY AND CONSISTENCY CLASSIFICATION

NON-COHESIVE SOILS		COHESIVE SOILS		
Classifier	N-Value Range	Classifier	Qu Range (tsf)	N-Value Range
very loose	0 - 3	very soft	0 - 0.25	0 - 2
loose	3 - 7	soft	0.25 - 0.5	2 - 5
medium dense	7 - 15	medium stiff	0.5 - 1.0	5 - 10
dense	15 - 38	stiff	1.0 - 2.0	10 - 14
very dense	38 +	very stiff	2.0 - 4.0	14 - 32
		hard	4.0 +	32 +

GROUNDWATER



Approximate Groundwater level at time noted on soil boring log, measured in open bore hole unless otherwise noted. Groundwater levels often vary with time, and are affected by soil permeability characteristics, weather conditions, and lateral drainage conditions.

UNIFIED SOIL CLASSIFICATION

MAJOR DIVISIONS		SYMBOL	TYPICAL DESCRIPTION
COARSE GRAINED SOILS	Gravel and Gravelly Soils	Clean Gravels	GW Well-graded gravels and gravel-sand mixtures
			GP Poorly-graded gravels and gravel-sand mixtures
		Gravels with Fines	GM Silty gravels and gravel-sand- silt mixtures
			GC Clayey gravels and gravel-sand- clay mixtures
	Sand and Sandy Soils	Clean Sands	SW Well-graded sands and gravelly sands
			SP Poorly-graded sands and gravelly sands
		Sands with Fines	SM Silty sands and sand-silt mixtures
			SC Clayey sands and sand-clay mixtures
FINE GRAINED SOILS	Silts and Clays of Low Plasticity	ML	Inorganic silts or clayey silts of slight plasticity
		CL	Inorganic clays of low to medium plasticity
		OL	Organic silts and organic silty clays of low plasticity
	Silts and Clays of High Plasticity	MH	Inorganic silts of high plasticity
		CH	Inorganic clays of medium to high plasticity
		OH	Organic clays of medium to high plasticity
Highly Organic Soils		PT	Peat, humus and swamp soils with high organic contents

Note: Dual symbols are used to indicate borderline classifications.

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX VI. COMBINED PAYMENT AND PERFORMANCE BOND

This Appendix III and Proposer's response to it will be incorporated into the final contract.

**COMBINED PAYMENT AND PERFORMANCE BOND
UNIVERSITY OF ILLINOIS AT URBANA\CHAMPAIGN, ILLINOIS**

We, _____

_____, as Principal, and _____

_____ a corporation organized as existing under the laws of the State of _____, and duly authorized to transact business in the State of Illinois, as Surety, (hereinafter referred to as Surety) are held firmly bound unto The Board of Trustees of the University of Illinois (hereafter referred to as University) in the sum of _____ Dollars (\$ _____) lawful money of the United States, well and truly to be paid unto said University for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, to pay to the University this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the University for the completion of work on the contract to which this is attached, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due, defend, indemnify and hold harmless the University from all claims, demands, liens or suits by any person or entity who furnished any labor, services, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted and any warranty period applicable thereto completed; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, services, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such Bond by any such person, firm, company, or corporation, for the recovery of any such money; provided however, that the University shall have first priority on all funds to make themselves whole as to the original consideration of the contract. Residual funds, if any, will then be distributed to third party claimants to the amount remaining.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due, defends, indemnifies and holds harmless the University from all claims demands, liens or suits by any person or entity who furnished any labor, services, materials, apparatus, fixtures or machinery furnished to the Principal for the purpose of completing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and any warranty period applicable thereto completed, and shall hold the University and its employees and agents as required in said Contract on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect and upon notice to the Surety of the Principal's failure to perform, the Surety shall perform the obligations of the Principal hereunder.

The University may request payment on this Bond from the Surety or may sue on this Bond for breach of any contract terms, and any person furnishing material or performing labor, either as an individual or as a Subcontractor, shall have the right to sue on this Bond in the name of the University for its use and benefit.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Contract Documents accompanying the same or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the University and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In addition, the Principal and Surety, their heirs, executors, administrators, successors, and assigns, jointly and severally, expressly guarantee that all services to be performed, all materials to be furnished, and all performance under the Contract shall be fulfilled in accordance with all requirements of the Contract and the Contract Documents. In addition, Principal and Surety, their heirs, executors, administrators, successors, and assigns, jointly and severally, expressly guarantee that in the event University is required to enforce this Bond in a court of law, University will be indemnified with respect to all court costs and reasonable attorneys' and witness fees which are related to such enforcement proceedings.

The Surety hereby waives notice of any alteration or extension of time made by the University.

Whenever Contractor shall be, declared by the University to be in default under the Contract, the University having performed its obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

Complete the Contract in accordance with its terms and conditions, or

Obtain a bid or bids from qualified bidders acceptable to the University for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the University and the bidder selected with the University's concurrence, to be secured with a combined payment and performance bond executed by a qualified surety equivalent to the Bond issued on the Contract, and make available as Work progresses sufficient funds to pay the cost of completion and the cost and damages for which the Surety may be liable hereunder in excess of the Balance of the Contract.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

IN TESTIMONY WHEREOF, the said Principal and the said Surety have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this _____ day of _____, A.D. 20____.

In The Presence of:

WITNESS

INDIVIDUAL PRINCIPAL

1. _____ as to _____ (Seal)

2. _____ as to _____ (Seal)

3. _____ as to _____ (Seal)

4. _____ as to _____ (Seal)

Attest:

Corporate Principal

Name

Title

Business Address

Affix
Corporate
Seal

Corporate Surety

Name

By

Business Address

Affix
Corporate
Seal

University of Illinois Acceptance Approvals:

Supervisor of Insurance _____
Approved _____ Date _____

Legal Counsel _____
Approved _____ Date _____

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX VII. CERTIFICATIONS & PREFERENCES

This Appendix III and Proposer's response to it will be incorporated into the final contract.

CERTIFICATIONS AND PREFERENCES

Taxpayer Identification Certification

The Internal Revenue Service requires that the University request the following certification. See instructions below for completing the certification. Under penalties of perjury, I certify that

is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Governmental Entity
<input type="checkbox"/> Partnership	<input type="checkbox"/> Tax Exempt Organization
<input type="checkbox"/> Corporation	<input type="checkbox"/> (IRC 501(a) only)
<input type="checkbox"/> Not-for-profit Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Medical and Health Care Services Provider Corporation	

Signed

Date

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

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

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

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

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

Illinois Department Of Human Rights (IDHR) Eligibility Number

_____ IS MY IDHR ELIGIBILITY NUMBER _____ EXEMPT

All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the RFP due date for the respondent to be eligible to propose an offer for this contract. All IDHR numbers 89999-00-0 or lower expired on August 31, 1999. If you do not currently have a number or your number is 89999-00-0 or lower, you must register or re-register in order to remain eligible. Contact the Illinois Department of Human Rights, Public Contracts Unit, Suite 10-100, 100 West Randolph Street, Chicago, Illinois 60601, Area Code (312) 814-2431, TDD (312)263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at any time during the past 365 days are exempt from the IDHR requirement and should check "Exempt" above.

Miscellaneous Certifications

Antibribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Bid Rigging: The respondent certifies that it has not been barred from contracting with a unit of State or Local Government as a result of a violation under 720 ILCS 5/33E-3 (bid rigging prohibition) or 33E-4 (bid rotating prohibition) (Criminal Code of 1961, as amended).

Felony Certification: The respondent certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and also certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business 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 for a period of five years prior to the date of the bid or contract. The respondent acknowledges that the contracting agency shall declare the contract void if this certification is false.

Drug Free Workplace: The respondent certifies it has read the Drug Free Workplace Act (30 ILCS 580/1) and is, or will be, in compliance with the Act on the effective date of the award of this contract. The Drug Free Workplace Act requires, in part, that contractors with 25 or more employees take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance programs, of prohibited activities and of sanctions that will be imposed for violation; and that individuals with contracts not engaged in the manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. These requirements apply to contracts of \$5,000.00 or more.

International Boycott: The respondent certifies neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. (30 ILCS 582/1).

Educational Loan Default: The respondent certifies that he/she is not in default for a period of six months or more and in the amount of \$600.00 or more on the repayment of any educational loan guaranteed by the State Scholarship Commission or made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education. This clause is not applicable to corporations or partnerships (5ILCS 3 85/3).

Records Retention: 30 ILCS 500/20-65 requires that the respondent who receives a contract as a result of this proposal, shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the respondent agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Act shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Non-Discrimination, Certification, and Equal Employment Opportunity: The respondent agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois

Complied Statutes 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 n 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein.

The contractor 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 contractor agrees to incorporate this clause into any approved subcontracts under this Contract.

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

Contractor Debt: Contractor certifies that it is not delinquent in the payment of any debt to the State, or certifies that the Contractor has entered into a deferred payment plan to pay off the debt, in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

Environmental Certification

The contractor certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

Labor Certification

The contractor certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

Out Of State Preferences

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

_____ %

SIGNATURE/CERTIFICATION

By signing this proposal, Respondent signifies agreement with and acceptance of all the terms, conditions, specifications and certifications shown herein. Any exceptions to terms, conditions, specifications and certifications must be clearly identified in a cover letter referencing the pertinent section from this request for proposal.

Please complete all the information requested below:

Company name: _____

Address: _____

Telephone number: _____

Signature

Date

Typed name of individual signing proposal

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX VIII. BIDDERS APPLICATION FORM

This Appendix III and Proposer's response to it will be incorporated into the final contract.

You may use this Bidder Application Form in two ways:

- Enter your information online. Print the form, sign it, and mail to the appropriate university.
- Print the form, enter your information, sign it, and mail it to the appropriate university.

Bidder Application Form

Illinois Public Higher Education (IPHE)

This requested information is required to accomplish the statutory purpose of the Illinois Procurement Code [30 ILCS 500].

Instructions: Please type or print. You must respond to all questions, sign the form, and submit it to the appropriate university. If your answer is "same," "not applicable," or "none," please write this to indicate no questions have been overlooked. It is your responsibility to notify the issuing university if the information in this application changes.

Today's date: _____ This application is: Initial application Revision of previously submitted application

Submit this completed form to the university closest to you or the university with whom you intend to do the most business. Check that university below:

<p>Director of Purchases Chicago State University 9501 King Drive Chicago, IL 60628-1598</p> <p>Director of Purchases Eastern Illinois University Room 113 Old Main Charleston, IL 61920-3099</p> <p>Purchasing Office Governors State University University Park, IL 60466-0975</p> <p>Director of Purchases 1220 Illinois State University Normal, IL 61790-1220</p> <p>Director of Purchasing Purchasing Department Northeastern Illinois University 5500 North St. Louis Avenue Chicago, IL 60625-4699</p>	<p>Director of Procurement Services Northern Illinois University Lowden Hall, Room 107 DeKalb, IL 60115</p> <p>Director of Purchasing Southern Illinois University Bldg 108 - Miles Hall Carbondale, IL 62901-6813</p> <p>Director of Purchasing Southern Illinois University Box 1012 Edwardsville, IL 62026-1012</p> <p>Director of Procurement Services SIU Medical School P.O. Box 19605 Springfield, IL 62794-9605</p>	<p>Director of Purchases University of Illinois at Chicago Room 312 - M.A.B. (MC-560) 809 South Marshfield Avenue Chicago, IL 60612-7203</p> <p>Purchasing Office University of Illinois at Springfield One University Plaza MS BSB 106 Springfield, IL 62703-5407</p> <p>Director of Purchases University of Illinois at Urbana- Champaign Purchasing Division 616 E. Green, Suite 212 Champaign, IL 61820-5752</p> <p>Director of Purchases Western Illinois University One University Circle Room 227 Sherman Hall Macomb, IL 61455-1390</p>
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If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person: Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company: State of incorporation:	6. Years in business U.S. owned business: Yes No

7. Legal and tax status – I certify, under penalty of perjury, that I/we do business as a (check one only):

- | | |
|--|---|
| <ul style="list-style-type: none"> Individual Sole Proprietorship Partnership Corporation Not-for-Profit Corporation Medical Health Care Services Provider Corp. | <ul style="list-style-type: none"> Real Estate Agent Government Entity Tax Exempt Organizations (IRC 501 (a) only) Trust or Estate Limited Liability Corporation |
|--|---|

8. Enter your Taxpayer Identification Number (use Social Security Number if individual or sole proprietorship):

FEIN:

SSN:

9. **Enter your Illinois Department of Human Rights (IDHR) number.** Failure to do so will delay the processing of your application. If your IDHR number is 89999-00-0 or lower, you must re-register with the Illinois Department of Human Rights.

IDHR Contractor Registration Number:

Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or www.state.il.us/cms/purchase/download. All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

10. Is your firm authorized to do business in the State of Illinois, as well as locally, with all necessary business licenses?

Yes No If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year:

14. Special Programs – Complete all of 14 (A – D).

The public higher education institutions of Illinois have various special programs that may be available to your company. Please check each category which applies, and complete the requested information. You may be requested to complete a more detailed form and provide additional documentation in order to ensure eligibility.

(A) Small business. See 30 ILCS 500/45-45. To participate as a small business you must qualify under the following definition and criteria:

"Small business" means a business that is independently owned and operated and is not dominant in its field of operation (that is, it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged). To compute your size status, include your (and your affiliates') annual sales and receipts, subject to the following limitations:

Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Retail business or business selling services – annual sales and receipts cannot exceed \$1,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

Manufacturing business – cannot employ more than 250 persons

Submit a copy of the latest year's Federal or State income tax return page(s) showing an Illinois address and the latest year's form IL-W-3 (Illinois Annual Withholding Income Tax Return) showing the number of Forms W-2, W-2G, and 1099-R issued (denotes number of employees at the company). If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date. In such cases, a notarized statement to that effect and proof of when the business came into existence shall be submitted.

Construction business – annual sales and receipts cannot exceed \$10,000,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address.

(B) Minority, Female, Person with Disability. See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)

The business must be at least 51% owned and controlled by one or more individuals who are minority, female, or a person with disabilities. A business owned and controlled at least 51% by any combination of minorities, females, and persons with disabilities should be checked as a business owned and controlled by the eligible group that has the largest percentage of ownership. If this block is checked, also check each of the following which are applicable:

- | | |
|---|-------------------------|
| African American | Female |
| Hispanic | Native American/Alaskan |
| Person with disability (must be severe mental or physical disabilities which substantially limit major life activities) | Asian American |

(C) Not-for-profit, U.S. tax exempt agency for the disabled. You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.

(D) State use – Not-for-profit agency for the severely handicapped. Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

15. In compliance with the Illinois Procurement Code, state the name of each person or company having a beneficial interest of more than 7½% in the bidding enterprise and each person or company, who, together with spouse or minor children, has a beneficial interest of more than 15% in the bidding enterprise (attach additional sheets if necessary):

Name and Address	Percent Owned	Voting Percentage
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If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors
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16. List equipment, supplies, and/or services you can provide. Include brand and manufacturer names or other information that will help buyers to categorize your capabilities. (Additional items may be submitted on an attached sheet.) If the issuing university has provided a separate listing of equipment, supplies, and/or services, provide requested information and return it with this form. If the services available from your firm include professional and/or artistic services (see Item #17 for listing), and you wish to be pre-qualified so you can receive direct notification of opportunities, complete Items #17-24 of this application.

**Fill out this section to pre-qualify as a provider of
Professional and Artistic Services**

If you do not offer such services, or do not wish to pre-qualify, proceed to Item #24.

Completing this section does not guarantee that you will be pre-qualified. Being pre-qualified does not guarantee that you will be awarded a contract. You do not need to be pre-qualified to respond to a solicitation (Illinois Procurement Code [30 ILCS 500/35-15]). Consult the universities' solicitations to determine specific qualification requirements for individual solicitations.

Automatic notification – Once you have been pre-qualified you will be entitled to receive an automatic notification of Procurement Bulletin solicitations for services for which you have pre-qualified if you have listed a FAX number and/or e-mail address as requested in Item #4.

Do not use this section to pre-qualify for construction or construction-related professional services. Contact the university with whom you wish to do business for information regarding specific requirements for these categories.

17. Please check the professional and artistic services for which you are requesting pre-qualification. For each service you check, provide the information requested in Items #17-23 of this application.

<p>Accounting Accountant Auditor Billing Services Collection Services</p> <p>Artistic Artist Art/Artifact Restoration Entertainer Musician Sculptor</p> <p>Clinical Psychology Psychotherapist Psychiatrist</p> <p>Data Processing Consultant Network Design Programmer Systems Analyst</p>	<p>Dentistry Dentist Orthodontist Periodontist</p> <p>Environmental/Land Cartographer Environmental Analyst Environmental Engineer Geologist Hydrologist Land Appraiser Land Use Planner Meteorologist Naturalist</p> <p>Law Administrative Law Judge Arbitrator Attorney Court Reporting Hearing Officer Law Clerk Legal Services</p>	<p>Management/ Administrative Services Actuary Banking Services Consultant Economist Executive Search Services Investment Services Training and Development</p> <p>Marketing And Media Services Audio and Video Production Commercial Photographer Editor Graphic Designer Media Consultant Public Relations</p>	<p>Medicine Audiologist Chiropractor Dietician Medical Transcriber Nurse Occupational Therapist Optometrist Orthopedist Pathologist Pharmacist Physical Therapist Physician Podiatrist Radiologist Surgeon Temporary Medical Staffing Veterinarian</p> <p>Science/Research Archaeologist Biologist Botanist Chemist Educator Entomologist Historian Other</p>
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18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration Exp. Date
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19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference
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20. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications
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21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

Yes No If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes No If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?

Yes No If yes, please provide details:

24. I understand that:

Information provided in this application may be audited by any State university or verified by other means.

Provision of information in this application does not relieve me from providing the same or additional information as required in a response to a solicitation.

Submittal of this application does not guarantee pre-qualification. Pre-qualification will be given only if I meet all statutory or regulatory requirements, including any that may not be listed in this application.

I must update significant information changes within a reasonable amount of time. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension or debarment by any Federal, state, or local governmental agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with any university and termination of contracts, and loss of profits in appropriate cases.

Under penalty of perjury, I swear or affirm that:

The information provided in this application is true and correct as of the time of signing.

I have not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E or 33E-4 of the Criminal Code of 1961.

I, along with other officers and employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter of record.

I am an equal opportunity employer and in compliance with the equal opportunity requirements of applicable state and federal laws.

Signature: _____

Name (type or print):

Date:

Title:

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX IX. CONSTRUCTION-EMPLOYEE UTILIZATION PC-2

This Appendix III and Proposer's response to it will be incorporated into the final contract.

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

OJT'S & APPRENTICES														
NEW HIRED														

(BASED ON IDHR FORM PC-2_____ 00250-2

1.4 New Employees: Included in "Total Employees" under Table A above is the total number of new hires that will be employed in the event the undersigned bidder is awarded this contract. The undersigned bidder projects that the new hires listed in Table C will be recruited from the area in which the project is located and/or the area in which the bidder's principal office or base of operation is located.

1.5 Affirmative Action Plan: The undersigned bidder agrees to comply fully with the provisions of Article 67 of The General Conditions (Equal Employment Opportunity). The undersigned bidder further agrees, in the event the foregoing minority and female employee utilization projection is determined to be an under utilization of minority persons or women in any job category and in the event the undersigned bidder is awarded this 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.

1.6 Certification of Nonsegregated Facilities: The undersigned bidder certifies that this firm does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that this firm does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The undersigned bidder agrees that a breach of this certification is a violation of the equal employment opportunity provisions of the proposed contract. The undersigned bidder further agrees that, except where identical certifications have been obtained from proposed subcontractors for specific time periods, identical certifications will be obtained from proposed subcontractors prior to the award of any subcontract which exceeds \$10,000, unless such subcontractor is otherwise exempted from the equal opportunity provisions of this contract. The undersigned bidder agrees that such certifications will be retained in the firm's files, and that the following notice will be forwarded to the proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A CERTIFICATION OF NONSEGREGATED FACILITIES, AS REQUIRED BY THE MAY 9, 1967, ORDER (32 F.R. 7439, MAY 19, 1967) ON ELIMINATION OF SEGREGATED FACILITIES, BY THE U.S. SECRETARY OF LABOR, MUST BE SUBMITTED PRIOR TO THE AWARD OF A SUBCONTRACT WHICH EXCEEDS \$10,000 AND WHICH IS NOT EXEMPT FROM THE EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS OF THIS CONTRACT. THE CERTIFICATION MAY BE SUBMITTED EITHER FOR EACH SUBCONTRACT OR FOR ALL SUBCONTRACTORS DURING A FIXED PERIOD OF TIME (i.e., QUARTERLY, SEMIANNUALLY, OR ANNUALLY).

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 by employees which are segregated and explicit directive or are in fact segregated on the basis of race, creed, color or national origin because of habit, local custom or otherwise.

1.7 Certification of EEO Information: The undersigned bidder certifies that, to be the best of his or her knowledge and belief, all of the information contained in Section 1 of this prequalification statement (Employee Utilization Form) is true and complete and that this firm is not currently under suspension by the Illinois Department of Human Rights or declared ineligible by said Department to enter a contract with the owner.

By: _____

Date: _____

Title: _____

The preceding information will be forwarded to
University Personnel Administration
Affirmative Action Office
505 East Green Street, Suite 210
Champaign, Illinois 61820

NOTICE:

Issuance of award or payment may be withheld, if, in the opinion of the University, the contractor exhibits the following:

Willful and/or repeated violation of affirmative action goals stated in the PC-2 form, following written notification of the violation to the contractor and failure of the contractor to take adequate steps to correct the violation within seven (7) days following notification.

In addition, successful bidder may be required, at the discretion of the University, to submit an Employee Utilization Report at the completion of the job confirming good faith attempts to achieve the goals contained in Table A: Contract Workforce Projection.

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX X. LABOR-ARTICLE VI EQUAL OPPORTUNITY

This Appendix III and Proposer's response to it will be incorporated into the final contract.

ARTICLE VI EQUAL OPPORTUNITY CLAUSE

Section 6.1. Clause to Be Included in All Contracts - Each contacting agency shall ensure that every contract to which it is a party shall contain the following clause:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("**Department**"), the contractor may be declared ineligible for future contracts or subcontracts or municipal 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. During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; 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.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonable 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.
- (3) 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) 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 Human Rights Act and the Department's Rules and Regulations. 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 Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, 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 Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations and undertaken or assumed, so that such provisions will be binding upon 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 such subcontractors; (and further it will promptly notify the contracting agency and the Department) in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 6.2. **Incorporation by Operation of the Regulation** - All contract specifications furnished by any contracting agency to bidders or contractors shall contain the Equal Employment Opportunity Clause set in Section 6.1 of these Rules and Regulations and such clause shall be included as a material term of any contract; however, a contracting agency having published rules and regulations which govern all its contracts and which include the Equal Employment Opportunity Clause may incorporate such clause by reference in such agency's individual contracts or contract specifications. By operation of these Rules and Regulations, the Equal Employment Opportunity Clause shall be deemed to be a part of every public contract whether or not such contract is in writing and regardless of whether said clause is physically incorporated therein.

Section 6.3. **Subcontracts** - Each public contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Section 6.1 of these Rules and Regulations in each of its subcontracts under which any portion of the contract obligations are undertaken or assumed, said inclusion to be either verbatim or by reference so that the provisions of the clause will be binding upon such subcontractors.

Section 6.4. **Contracts or Subcontracts With Religious Entities** - The requirements of the Equal Employment Opportunity Clause set forth in Section 6.1 hereof with respect to nondiscrimination because of religion shall not apply to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion for the carrying on by such corporation, association, educational institution or society of its activities.

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX XI. LABOR-COMPLIANCE WITH LAW

This Appendix III and Proposer's response to it will be incorporated into the final contract.

COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT PROVISIONS:

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

- a. "An Act concerning Construction contracts; responsible bidder requirements (30 ILCS 500/30-22). To be considered a responsible bidder on a construction contract for purposes of this Code, a bidder must comply with all of the following requirements and must present satisfactory evidence of that compliance to the appropriate construction agency:
- (1) The bidder must comply with all applicable laws concerning the bidder's entitlement to conduct business in Illinois.
 - (2) The bidder must comply with all applicable provisions of the Prevailing Wage Act.
 - (3) The bidder must comply with Subchapter VI ("Equal Employment Opportunities") of Chapter 21 of Title 42 of the United States Code (42 U.S.C. 2000e and following) and with Federal Executive Order No. 11246 as amended by Executive Order No. 11375.
 - (4) The bidder must have a valid Federal Employer Identification Number or, if an individual, a valid Social Security Number.
 - (5) The bidder must have a valid certificate of insurance showing the following coverages: general liability, professional liability, product liability, workers' compensation, completed operations, hazardous occupation, and automobile.
 - (6) The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The provisions of this Section shall not apply to federally funded construction projects if such application would jeopardize the receipt or use of federal funds in support of such a project. (Source: P.A. 93-642, eff. 6-1-04.)

- b. "AN Act concerning the distribution of certain federal grants and the employment of Illinois workers" (30 ILCS 570). The Act requires the employment of only Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except when qualified Illinois laborers are unavailable or incapable of performing the particular type of work involved. The term "Illinois Laborer" is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The term "labor" is defined to include all manual or nonmanual labor, whether skilled, semiskilled or unskilled. An exception to the above requirement is permitted by the statute in that the Contractor may place up to three of his regularly employed non-resident executive and technical experts on the job (six in some specific instances), even though they do not qualify as Illinois laborers.
- c. "AN Act to give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivision" (330 ILCS 55). This Act requires that preference in employment on public works to be given qualified veterans of wartime military or naval service who were honorably discharged therefrom, including persons on inactive or reserve duty, who are residents of the district where the work is to be done. It is not required that nonresident veterans be given preference over nonveteran residents.
- d. "AN Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works" (755 ILCS 10). This Act requires that no person may be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner in connection with the contracting for or the performance of any work or service of any kind, by, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other

political subdivision or agency thereof and that no contractor, subcontractor or person on behalf of either shall discriminate against or intimidate any employee for such reason, and provides penalties and recoveries for violation of its provisions.

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

- f. "AN Act regulating wages of laborers, mechanics and other workmen employees in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works" (8201 ILCS 130). This Act requires that wages not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work in that locality shall be paid to all laborers, workmen and mechanics employed on the work (a determination of the prevailing rates for all crafts is, as required by the Act, on file at the University of Illinois Personnel Services Office, Gregory Drive, Champaign, Illinois). It is further required by the Act and by these General Conditions that the Contractor and each of his subcontractors shall keep, or cause to be kept, an accurate record showing the names and occupation of all laborers, workmen and mechanics employed by them in connection with the work, and showing also the actual hourly wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Director of the Department of Labor of the State of Illinois and his deputies and agents. "Prevailing rate of wages" mean the hourly cash wages, plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of similar character.

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

- g. "AN Act relating to the health and safety of persons employed, vesting in the industrial commission power to make reasonable rules relating thereto; providing for the enforcement thereof; and repealing certain acts herein named (820 ILC0S 225/01/5). This Act makes it the duty of every employer under the Act to provide reasonable protection to the life, health and safety and to furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to these employees and requires that occupational safety and health standards be complied with.

The above explanations of these Acts are much condensed and not intended to be a complete detailed account of all duties imposed thereby, and hence by these General Conditions, upon the Contractor. The Contractor agrees to, and shall comply with all of the provisions of the above Acts, whether herein set forth or not, as well as with the provisions of all other applicable legislation and regulations promulgated thereunder, and especially agrees to keep the records described in paragraph (e) and pay the prevailing rate of hourly wages as required.

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

REQUEST FOR PROPOSAL (RFP)

No. 1WSB901

UIUC South Campus Wind Turbine Project

APPENDIX XII. LABOR INDEMNITY & LIABILITY INSURANCE

This Appendix III and Proposer's response to it will be incorporated into the final contract.

INDEMNITY AGREEMENT AND LIABILITY INSURANCE:

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

If required under the terms of award or if work on any University property is to be performed by the Vendor/Contractor, the Vendor/Contractor receiving the award shall cause a Certificate of Insurance to be issued showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a B+:\VI or better rating in the current edition of *Best's Key Rating Guide*. The Vendor/Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

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

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

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

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

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

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

INDEMNITY AGREEMENT AND LIABILITY INSURANCE (Continued):

The Vendor/Contractor shall furnish the University of Illinois, Purchasing Division, Tech Plaza, Suite 212, 616 East Green Street, Champaign, IL 61820-5752 any original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and any renewal Certificate(s) of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the vendor/contractor shall not be deemed a waiver by the University.

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

Any Purchase Order Number and/or Contract Number that is the basis for issuance of the Certificate must be indicated on the Certificate of Insurance provided to the University.

When submitting your response, please use the mailing label below—be sure to enter the Bid or RFP number. This will direct your response to the correct address and alert Purchasing Division staff to provide special handling.

Please check if you
are submitting a no bid.

Bid/RFP #1WSB901

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN
PURCHASING DIVISION
TECH PLAZA, SUITE 212
616 EAST GREEN STREET
CHAMPAIGN, IL 61820-5752

