



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

GROUP EXHIBIT A

NOTICE TO BIDDERS

CITY OF WHEATON

Description: POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

Requesting: Invitation to Bid (2 original copies compiled as described within)

Issue Date: Thursday, July 20, 2017

Optional Pre-Bid Meeting: Wednesday, July 26, 2017 at 9:00 a.m.
Police Department Headquarters, 900 W. Liberty Drive, Wheaton, IL

Bid Bond: The City requires a Bid Bond / Bid Deposit of 10% of the full contract price

Last Date for Questions: Friday, July 28, 2017, at 12:00 p.m.

Sealed Proposal Submittal Due: Tuesday, August 8, 2017 prior to 11:00 a.m. local time

Public Bid Opening Location: Tuesday, August 8, 2017, at 11:00 a.m. local time
Wheaton City Hall, 303 West Wesley St., Wheaton, IL
Council Chambers, 2nd Floor

Target Project Completion Date: By November 30, 2017

Note: The Prevailing Wage Act (820 ILCS 130/1-12) DOES apply

Contacts for this bid: LStyczen@wheaton.il.us

All required contractor pre-qualification documents, plans and specifications are available only online at the City of Wheaton website <http://www.wheaton.il.us/bids/> beginning July 24, 2017. All questions regarding this project bid are to be addressed to the procurement Officer at the Wheaton City Hall, 303 W. Wesley Street, Wheaton, Illinois, via e-mail at LStyczen@Wheaton.il.us.

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibited.

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references.

1) SOLICITATION PROCESS

a) Documents:

- i) The City of Wheaton's website, www.wheaton.il.us/bids/ is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
- ii) It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
- iii) All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.
- iv) Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections, and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Bidder to check this site for the most current addendum.
- v) Bidders shall acknowledge the receipt of any addendum.

b) The Cone of Silence:

- i) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- ii) During the period beginning with the issuance of the solicitation document through the execution of the award document, bidders are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
- iii) Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to disqualify the bidder from participation in this solicitation.

c) Exceptions to the Cone of Silence:

- i) Written communications directed to the Procurement Officer
- ii) All communications occurring at pre-bid meetings
- iii) Oral presentations during finalist interviews, negotiation proceedings, or site visits
- iv) Oral presentations before publicly noticed committee meetings
- v) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- vi) Procurement of goods or services for Emergency situations

2) INVESTIGATION

- a) It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
 - i) If the site of the work is an area restricted from the general public, a pre-bid meeting will be provided for all potential bidders to perform this inspection.
 - ii) If the site of the work is an area open to the general public, the potential bidder may perform their inspection at a time of their choosing.
- b) Bidder shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
- c) No plea of ignorance by the bidder of conditions that exist or that may hereafter exist, because of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

3) OFFERS

- a) Exceptions to specifications, requirements, terms and conditions must be clearly identified.
- b) Offers including goods or equipment must include: Manufacturer's warranties and/or guarantees
- c) Offers including service during the warranty/guarantee period must include, in writing, any restrictions, and/or associated costs.
- d) QUOTES are to be submitted via fax or e-mail. Verbal offers will not be accepted.
- e) FORMAL OFFERS must be on the forms provided and compiled in the order stated. Do not use binders, folders, tabs, or papers larger than 8.5 x 11.
- f) Delivery of an offer is acceptance of the City's requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Terms and Conditions, General Terms and Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive.
- g) The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

4) ORDER OF PRECEDENCE

- a) Wherever requirements are in conflict, the order of precedence shall be as follows: City Agreement, City Specifications, City Special Terms, and Conditions; City General Terms and Conditions.
- b) City requirements take precedence over Bidder's offer.

5) SIGNATURES AS OFFER

- a) The signing of the submittal by the bidder constitutes an offer. If accepted by the City, the offer becomes part of the Agreement.
- b) Offers by:
 - i) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - ii) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - iii) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

6) WITHDRAWAL OF OFFERS

- a) Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
- b) Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
- c) Negligence in preparing an offer confers no right of withdrawal after opening / due date.

7) TIMEFRAME AND CONSEQUENCES

- a) Offers must be received before the designated time.
- b) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
- c) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

8) PUBLIC OPENINGS

- a) Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the bidder, offered price, and note if deviations are stated. after the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.
- b) Results of Openings will be published on the City's website www.wheaton.il.us/bids/ within three business days.
- c) Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.

d) Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

9) REQUIREMENTS

a) Brand Names or Equal:

- i) Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the Contractor.
- ii) If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.
- iii) Specifications are not intended to exclude potential Contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
- iv) Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the Last Date for Questions stated on the cover page. Bidder should state exactly what he proposes and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.

b) Quantities:

- i) All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
- ii) The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.
- iii) The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

10) BID BONDS

- a) The City requires a Bid Bond / Bid Deposit of 10% of the full Agreement price.
- b) If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.
 - i) The Bid Deposit check of the successful Bidder will be retained until the Agreement has been executed and all required documents, including a Performance Bond, are received.
 - ii) The Bid Deposit check of the successful Bidder shall be forfeited to the City if the Bidder withdraws its offer, or neglects, refuses or is unable to enter into an Agreement.
- c) If Bidder chooses to use a Bid Bond, the Bid Bond must follow all bond requirements mandated by the State of Illinois.

11) DEVIATIONS TO REQUIREMENTS AND ALTERNATE OFFERS

- a) If the Bidder is unable to meet most of the specifications, but believes their product/work will meet the needs of the city, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
- b) If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
- c) The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasing's recommendation to the City Council.

12) ENVIRONMENTAL REQUIREMENTS

- a) The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to providing services in an equitable manner for present and future generations.

- b) Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Bidders suggest recycled content products as alternatives.
- c) Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post-consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
- d) To help "Turn Wheaton Green", the bidder's sustainability policy, as well as green initiatives for this solicitation, will be considered in the evaluation of the offer.

13) PRICE

- a) The price offered shall remain firm throughout the duration of the Agreement.
- b) Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
- c) Price shall represent the entire cost of all requirements stated within the solicitation and Agreement. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

14) FOR PROJECTS BID AS TIME AND MATERIAL

- a) Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
- b) Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
 - i) Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
- c) Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

15) DISCOUNTS

- a) Discounts of less than thirty (30) days will not be considered in the evaluation.
- b) Discounts for thirty (30) days or more may be considered in the evaluation.
- c) Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
- d) Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed – whichever is later.

16) TAXES

- a) Unit prices shall not include any local, state or federal taxes.
- b) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax, and Federal Excise Tax.
- c) The City's Sales Tax Exemption Number is E9997-4312-07.
- d) The Contractor shall pay sales, consumer, use and other similar taxes.

17) EVALUATION OF OFFERS

- a) Receipt of One (or too few) offers: If the City receives one or too few bids, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
 - i) returned unopened to the Bidder for re-submittal at the new due date and time, or
 - ii) if there are no changes in requirements, and pending agreement with the Bidder, held until the new due date and time
- b) If the City does not receive any bids, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

18) DETERMINING RESPONSIVENESS OF THE OFFER

a) Responsive bids are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all Agreement terms and conditions.

19) WAIVERS AND REJECTIONS OF OFFERS

- a) The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
- b) The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City Agreements, and other reasons deemed important to the City.
- c) The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
- d) Multiple offers from an individual, firm, partnership, corporation, or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one offer may result in rejection of all offers in which the bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
- e) Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work. However, a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
- f) FOIA: If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until the City awards or rejects the reissued solicitation.

20) DETERMINING RESPONSIBILITY OF THE BIDDER

- a) The City reserves the right to determine the competence, the financial stability, and the operational capacity, of any Bidder.
- b) Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements.
- c) Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
- d) Bidders may be required to affect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
- e) Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
- f) Bidders may be required to provide their internal policy on sustainability.
- g) The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

21) CONFIDENTIAL INFORMATION

- a) Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, an annual report.
- b) Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:

- i) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
- ii) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- c) Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

22) SELECTION PROCESS

- a) The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
- b) The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
- c) The City will consider the following non-exclusive list in determining award: soft costs of Agreement management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
- d) The City will contact references to verify bidder's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the Contractor has character, integrity, and a reputation for good judgment.
- e) If the city's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.
- f) Should identical low, responsive and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:
 - i) Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
 - ii) Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

23) AWARD

- a) Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.
- b) Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
- c) When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the bidder presenting the best alternatives for the city.
- d) When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the city.
- e) The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
 - i) Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.
- f) The successful Bidder may be required to enter into an Agreement with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

24) REQUIREMENTS IF AWARDED THE WORK

- a) Registration: The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.
- b) Insurance: The successful Bidder, if awarded by Agreement, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
 - i) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the contract.
 - ii) The Bidders obligation to purchase stated insurance cannot be waived by the city's action or inaction.
- c) Bonds: The successful bidder, if awarded by Agreement, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.
 - i) Surety must be following any bond requirements mandated by the State of Illinois.
- d) Security Clearance: Background checks inclusive of finger printing MAY be required for Contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.
 - i) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this Agreement.
 - ii) The Contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared or work; equipment and personnel do not enter facilities except as required during the progress of the work.
 - iii) The City reserves the right to request removal of any Contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

25) AUDIT

- a) The successful Bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information, and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

26) PROTESTS

- a) Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.
 - i) Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
 - ii) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- b) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).

- c) A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
 - i) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Bidder filing the protest.
 - ii) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- d) Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
 - i) The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
 - ii) Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - iii) The City Manager's decision is final.

27) OTHER ENTITY USE

- a) Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and Agreement.
- b) It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

- 1) AGREEMENT ADMINISTRATION
 - a) A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed Agreement.
 - b) Once the "Work May Proceed" order is issued, the Contractor's primary contact with the city will become the Project Manager.
 - c) The Project Manager's primary responsibility is to assure the city receives the contracted services in accordance to the terms and conditions and specifications of the Agreement. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials, and project progress; address any quality issues and change orders; verify schedule of Values, output, schedule status; conduct random inspections.
 - d) The Contractor will provide the name and contact information of a key Representative to the Project Manager who can be contacted during time of emergency or at any hour city staff sees fit to do so.
 - a. If security clearance is required for this work, it will be pursued at this time.
- 2) COMMUNICATIONS PLAN
 - a) The Contractor shall designate an individual who must be present, at all times, on the site and who will serve as the Contractor's authorized representative throughout the completion of the Work and who shall be readily available to respond to communications. This individual must be a competent, English-speaking individual who is capable of reading and understanding the Agreement Documents. This representative shall be subject to receive instructions and have full authority to execute the directions, without delay, and promptly supply any necessary labor, equipment, material, or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Project Manager, in anything relating to the Work, or shall appear to be incompetent, disorderly, or unfaithful, he/she shall, upon request of the City, be at once discharged and shall not be employed again on any part of the Work.
 - b) The Contractor shall provide the name and phone number of the Contractor's representative who, in the case of an off-hours emergency can be readily accessible and be available for quick response to the site. If that person does not respond within the period of time requested all reasonable costs, including the payment of overtime wages or charges, shall be deducted from payments due the Contractor. Contractor shall immediately notify the Project Manager in writing of any change in the identity and telephone number of the Contractor's representative.
 - c) The Contractor is required to provide the City's project manager with written/e-mailed bulletins addressing the status of the project throughout the life of the Agreement.
 - d) The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
 - e) The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
 - f) The Contractor will be responsible for conducting status meetings with the project manager as scheduled. The meetings can be in person or over the phone, at the discretion of the city.
- 3) DOCUMENTS
 - a) Contractor is to maintain at the job site a complete and current set of drawings, plans and Agreement documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, supplier's invoices, all written requests, and responses to each required change.
 - b) All documents must accurately reflect the current status of all pertinent data including changes in the line item quantities and contract sum attributed to change orders.
 - c) All documents are to be available to the Project Manager.
 - d) All documents are to be available for auditing purposes, Freedom of Information Act compliance requirements, and other reasons necessitated by the city.

4) MATERIAL AND EQUIPMENT

- a) If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the Contractor shall furnish the item so identified and shall not propose to furnish an "equal".
- b) If the identified item is no longer available, the City must approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
- c) All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- d) Contractor must provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with the "Standards for Universal Waste Management", as set forth in Title 35, Part 733 of the Illinois Administrative Code, and other applicable State, Federal and local regulations.
- e) All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L, or other nationally recognized certifying body.
- f) Contractor shall store all volatile in covered metal containers and remove from the Project site daily.
- g) Contractor shall provide adequate ventilation when using volatile or noxious substances or materials.

5) SUBSTITUTIONS

- a) No substitutions will be considered after Notice of Award except under one or more of the following conditions:
 - i) Substitution required for compliance with final interpretations of code requirement or insurance regulations
 - ii) Unavailability of specified products, through no fault of the Contractor.
 - iii) Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
 - iv) Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
 - v) When a substitution would be substantially to owner's best interest.
- b) Substitutions will not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

6) REQUESTS FOR SUBSTITUTION

- a) Submit request for substitution to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with Agreement documents.
 - i) For products include: Product description and identification, manufacturer's name, and address. manufacturer's literature, performance and test data, reference standards, samples, name, and address of similar projects on which product was used and dates of installation
 - ii) For construction methods include: detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the effect of the substitution to the construction schedule
- b) Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.
- c) Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.
- d) Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.
- e) Contractor will pay all additional costs and expenses for owner and other contractors.
 - i) Acceptance of substitution will require substantial revision of plans, drawings, and Agreement documents for all related projects.

7) DELIVERY AND STORAGE

- a) Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.

- b) Failure to deliver within a reasonable lead-time as determined by the city, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.
- c) Contractor is to accept material and equipment delivered to the job site and is responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage, and theft for the duration of the Agreement. Contractor shall be responsible for losses.
- d) Material delivered shall remain the property of the Contractor until:
 - i) A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
 - ii) Material is determined to be in full compliance with the solicitation documents and executed Agreement.
 - iii) Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time after delivery.
- e) Contractor assumes full responsibility for protection and safekeeping of the Contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the city.
- f) Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
- g) The Contractor shall submit a Material Safety Data Sheet (MSDS) prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

8) NONCONFORMING MATERIALS

- a) In the event the delivered material is not in compliance to the specification documents and executed Agreement, the City will reject the material.
- b) Contractor shall remove rejected materials at his expense promptly after notification of rejection.
- c) Contractor shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the city, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of Agreement prices. Such purchases shall be deducted from Agreement quantities.
- d) The city reserves the right to either: cancel the order; request Contractor to issue credit to the city; or deduct such amount from monies owed.
- e) Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

9) MANUFACTURER'S REQUIREMENTS

- a) All work must be performed according to manufacturer's stated recommendations.
- b) If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
- c) If manufacturer's stated recommendations include required services not listed within the specifications, said services must be considered as inherent to the city's specifications and offers should include said services.
- d) All work is to be performed consistent to industrial performance standards.

10) PERMITS AND LICENSES

- a) The successful Contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the Agreement.
- b) Contractor represents that it, its employees, agents, and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations, and ordinances applicable to the performance of this Agreement.

11) CONTRACTOR USE OF PREMISES

- a) Confine operations at site to areas permitted by all laws, ordinances, and permits, as well as the Agreement documents.
- b) The Contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary provide barriers, warning lights, and signs as required to protect workers and the public.

- c) Limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
- d) Conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
- e) If utility shut-down is required, provide Project Manager two (2) days advanced warning and estimation of duration of required utility shutdown.

12) **UTILITY LOCATION**

- a) The Contractor must exercise extreme caution while working around existing utilities. The Contractor shall notify J.U.L.I.E., utility companies, and the Project Manager before commencing construction work around utility locations within the scope of the project.

13) **CONTRACTOR IDENTIFICATION**

- a) For security purposes, all contracted service providers must be clearly identified with company photo id and company attire.
- b) Upon Project Manager's approval, Contractors requiring unrestricted mobility within designated facilities will require a City of Wheaton Contractor photo id.
- c) Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

14) **MANUALS AND DOCUMENTS**

- a) The Contractor shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

15) **CLEANING**

- a) Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations must comply with Federal, State and local ordinances and anti-pollution laws.
- b) Provide on-site metal containers for collection of waste materials, debris, and rubbish.
- c) At completion of work: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery, and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds, and landscaped areas; remove petro- chemical spills, stains, and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains.
- d) Touch-up and otherwise repair and restore marred exposed finishes and surfaces.
- e) If Contractor fails to clean up as provided in this paragraph 15, the City may do so and the City shall be entitled to reimbursement from the Contractor.

16) **SAFETY AND HEALTH**

- a) All Occupational Safety and Health Administration (OSHA) standards apply.
- b) Store volatile wastes in covered metal containers and remove from premises daily.
- c) Provide adequate ventilation during use of volatile or noxious substances.
- d) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work required under the Agreement.
- e) Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (i) employees on the project and other person who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of Contractor or subcontractors; and (iii) other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
- f) Contractor shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

17) **CHANGE ORDER PROCEDURE**

- a) The city reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the Agreement. All such changes shall be executed under the conditions of the original Agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- b) Bulletins: From time to time during progress of the work, the city may issue a bulletin which interprets the Agreement documents or order minor changes in the work without change in Agreement sum or Agreement time.
 - i) Issuance of a bulletin is not to be considered a change order authorizing additional work or affecting project time table. Such changes require a proposal, review, and if approved, a change order.
- c) Should the Contractor consider that a change in the specified work, the Agreement sum or Agreement time is required, he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

18) CHANGE ORDERS

- a) Issuance of an oral statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.
- b) Approved Change Orders will be numbered in sequence and dated.
- c) Approved Change Orders are required with any/all changes in, the specified work, the Agreement sum, the time for completion, or any combination thereof.
- d) Change orders will describe the change or changes, will refer to the bulletin(s) and proposal(s) involved, and will be signed by the city and the Contractor prior to implementing the change.
- e) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the Agreement.
 - i) If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed via Agreement amendment.
 - ii) Additional requests for additional costs and/or extensions of time for previously proposed and accepted items will NOT be granted after initial acceptance.
- f) The Contractor will take measures to ensure Contractors and sub-contractor's staff is familiar with the procedures for processing change orders.

19) PAYMENT

- a) Authorization of payment requires receipt of Contractor's invoice, acceptance of product/services and receipt of other required paperwork such as: certificate of origin, MSDS, Waivers and Liens, Certified Payroll (if applicable).
- b) Payment will be:
 - i) Made to the company awarded this Agreement. Under no circumstances will a third party be reimbursed.
 - ii) Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product or service delivery (preferred); or
 - iii) Via supplier generated invoice.
- c) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.
 - i) Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

20) CONTRACTOR SERVICE ISSUES

- a) Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.

21) LIQUIDATED DAMAGES

- a) The time of completion for the performance of this Agreement is of the essence of this Agreement. The City will require liquidated damages if deadlines are not met, not as a penalty, but rather as a reasonable measure of damages given the nature of the losses that may result from delay.

- b) For this Agreement, the Contractor agrees to compensate the City in the amount of \$200.00 per calendar day beyond the delivery date specified unless the delivery date is delayed for reasons of force majeure.
- c) Any extensions agreed to by executed Change Orders will be considered in the application of Liquidated Damages.

22) **PROCESS TO TERMINATE**

- a) The service provider shall not be reimbursed until services are compliant.
- b) If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the Contractor's Failure to Comply.
- c) If Contractor fails to achieve required results within stated timeframe, Procurement will terminate Agreement.
- d) The City shall have the right to terminate this Agreement, with or without cause, upon fifteen (15) days written notice to the Contractor. The Contractor shall be paid for all work performed in conformance with the Agreement through the effective date of the not for cause termination.

END OF GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE

1) Background

The City of Wheaton is seeking bids from qualified contractors for furnishing all labor, equipment, tools, and materials for the renovation and installation of firing range equipment at the Police Department firing range in the City of Wheaton, DuPage County, Illinois.

2) Timeframe

- (a) Bid posted on July 20, 2017
- (b) Optional Pre-Bid Meeting: Wednesday, July 26, 2017, at 9:00 am
Police Department Headquarters, 900 W. Liberty Drive, Wheaton, IL
- (c) Last date for questions: Friday, July 28, 2017, at 12:00 p.m. local time
- (d) Bid responses due: Tuesday, August 8, 2017, prior to 11:00 a.m. local time
- (e) Bid award: Within thirty days of bid opening date
- (f) Target Project Completion Date by November 30, 2017

3) Communications Plan

- (a) The Contractor shall attend a pre-construction meeting with the City Project Manager prior to commencement of any work.
- (b) The successful Contractor must submit the following for approval at, or before, the pre-construction meeting:
 - (i) Certificates of Insurance, Endorsements, and a Waiver of Subrogation
 - (ii) Payment and Performance Bond
 - (iii) Project schedule, including anticipated completion date
 - (iv) List of all essential project personnel with job title and experience listed

4) Work Hours

- (a) Monday - Friday 7:00-7:00pm (excluding City holidays) or with the approval of the Project Manager.
- (b) The Contractor shall notify the Project Manager at least 48 hours prior to initial start of operations, and prior to any temporary cessation and resumption of operations.

5) Prevailing Wage

- (a) Illinois Prevailing Wage Act 820 ILCS does apply.
- (b) Certified Payroll is required with each invoice.

Waivers of Lien

- (c) The first Application for Payment shall be accompanied by the General Contractor's partial waiver of lien, called Waiver of Lien to Date, for the full amount of payment due.
- (d) Each subsequent Application for Payment shall be accompanied by the General Contractor's Waiver of Lien to Date, plus the partial waivers of lien of Labor, Subcontractors and Material Suppliers who were included in the immediately preceding Application for Payment to the extent of that payment.
- (e) The final Application for Payment must be accompanied by the Final Waiver of Lien for the full amount of the Agreement from the General Contractor, Labor, Subcontractors, and Material Suppliers, including those who have not previously furnished such final waivers.

6) Bonds

- (a) A Bid Bond / Bid Deposit of 10% of the full contract price is required
- (b) A Payment and Performance Bond of one hundred ten percent (110%) of the full contract price is required for the faithful fulfillment of the Agreement; for the protection of the City from all liens and damages arising out of the work.
- (c) Bond Certificates must be submitted with the signed Agreement, i.e. no later than 10 days after receipt of the award document.

7) Insurance Requirements

Reference Contract Addendum 1

8) Cost Structure:

- (a) All items of work not specifically mentioned herein which are required to deliver the completed project as specified herein shall be included in the bid proposal.

9) Method of Payment: Partial payment based on progress

Invoices:

- (a) A schedule of dates when pay requests must be submitted will be determined at the preconstruction meeting.
- (b) All invoices must reflect the following applicable information: Agreement number, name of the Project, Name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.
- (c) Lien waivers must be submitted with each invoice.
- (d) Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the Project. Retainage will be held until: i) all defective work has been remedied; ii) all work is one-hundred percent (100%) final and the City's project manager has formally accepted the work; and iii) all waivers, liens, certified payrolls, warranty documents and other required documentation are provided. If the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager, the City will continue to retain no less than five percent (5%) of the total adjusted Agreement price.
- (e) All invoices are mailed to the attention of the Project Engineer; City of Wheaton; PO Box 727; Wheaton, IL 60187.

Project Close Out:

- (f) Verification of quality and completion of service
- (g) Completion of Punch List and all areas of non-compliance or incomplete tasks
- (h) Review Liquidated Damages
- (i) Review Retainage
- (j) Final Payment: Prior to authorization of Final Payment, the following documents must be submitted:
 - (i) Completed Waivers and Liens
 - (ii) All Certified Payrolls
 - (iii) Documented completion of the Punch List
 - (iv) Statements of Warranty
 - (v) Written approval of the City's Project Manager

END OF SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE

SECTION 011001 - GENERAL REQUIREMENTS FOR SMALL PROJECT

PART 1 - GENERAL

1.1 SUMMARY

- A. Project Identification: Police Department Firing Range Renovation 2017
 - a. Project Location: 900 W Liberty Drive, Wheaton, Illinois 60187

- B. Owner: City of Wheaton: 303 West Wesley Street, Wheaton, Illinois 60187-0727

Note: Owner will be administering bidding and contract administration of this project.

- C. Owner's Representative:

- a. Name: Al Schefske – Facility Manager

- Phone Number: 630.260.2867

- E-Mail: aschefske@wheaton.il.us

- D. Architect: FGM Architects, 1211 West 22nd Street, Oak Brook, IL. 60523.

- 1. Architect's Representative:

- a. Name: Raymond Lee, AIA

- Phone Number: 630.574.8711

- E-Mail: rayl@fgmarchitects.com.

- E. Work Sequence and Schedule: The Work shall be conducted in one phase. The required work must be completed by November 30, 2017.

- F. Electronic Document Processing Service: An Electronic Document Processing Service administered by Architect will be used for purposes of managing communication and documents during the construction stage.

1.2 ALTERNATES

- A. Alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment systems, or installation methods described in the Contract Documents.

- 1. The Cost or credit for each alternate is the new addition to or deduction from the Contract Sum to incorporate alternate in the Work.

Alternate No. 1: Provide alternate bid price to include Firing Range Vacuum as identified in Section 114960 – Firing Range Equipment.

1.3 ACCESS TO SITE

Use of Site: As the project is located at the Wheaton Police Station, the facility is in continuous operation. Limit use of Project site to work in areas required for the scope of work. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.4 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of the Firing Range. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Provide not less than 72 hours[¢] notice to Owner of activities that will affect Owner's operations.

1.5 PRODUCT REQUIREMENTS

- A. The Specification is a Basis-of-Design Product Specification.

1. Basis-of-Design Product specification: A specific manufacturer's product is named specified, including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for the purposes of evaluating products by other manufacturers.

Basis-of-Design Product: Provide the named product or a comparable product by one of the other specified manufacturers, subject to Owners' approval. Drawings and Specifications indicate sizes, profiles, dimensions, space requirements and other characteristics that are based on the product named. Comply with provisions "Comparable Products" article for consideration of products by other manufacturers.

Comparable Products: If a product other than the named product is proposed by the Contractor, FGM Architects may review the proposed comparable product and make a recommendation to the Owner. However, the Contractor remains responsible for all building requirements for the proposed product, including space and utility requirements. Any modification to parts of the project required to accommodate the comparable product, shall be made at the expense of the Contractor.

B. Asbestos Containing Materials (ACM): Products containing any Asbestos Containing Materials, shall not be used on this project. Contractor shall provide written Certification, as part of Closeout requirements, that ACM containing products have not been used in the project.

Lead Paint: Lead-containing paint shall not be used on this project. Contractor shall provide written Certification, as part of Closeout requirements, that Lead containing products have not been used in the project.

1.6 SUBSTITUTIONS PROCEDURES

A. Substitutions after Award of Contract: Owner will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner will return requests without action, except to record noncompliance with these requirements.

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

Requested substitution does not require extensive revisions to the Contract Documents.

Requested substitution is consistent with the Contract Documents and will produce indicated results.

Requested substitution is fully documented and properly submitted.

Requested substitution will not adversely affect Contractor's Construction Schedule.

Requested substitution has received necessary approvals of authorities having jurisdiction.

Requested substitution is compatible with other portions of the work.

Requested substitution provides specified warranty.

Other Required Documentation: Include the following information.

- a. Statement indicating why specified goods cannot be provided.

Coordination information, including a list of changes or modifications needed to other part of the Work and to the work of other contractors that will be necessary to accommodate proposed substitution.

Comparison of significant qualities of proposed substitution with those of goods specified.

Effects of proposed substitution on Project Schedule and cost information, including a proposal of change, if any, in the Contract Sum.

1.7 PAYMENT PROCEDURES

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1. Provide a separate line item in the Schedule of Values for each of the following:

a. Materials

Labor

General Overhead and Profit

Bonds and Insurance

Submittals. Allow a maximum of 1% of the total amount applicable.

Closeout documents. Allow a minimum of 1% of the total amount applicable.

B. Payment Procedures: Submit a Schedule of Values 10 days before first Application for Payment.

Application for Payment: Submit on the 15th of each month unless otherwise indicated in the Owner-Contractor Agreement. The period of Work covered by each Application for Payment is the period ending 15 days before date for each progress payment and starting the day after the end of the preceding period.

a. Submit three copies of each Application for Payment.

Submit initial and subsequent Application for Payments based on percent of work completed.

Submit final Application for Payment after completion of Project closeout procedures and supporting documentation. Include consent of surety to final payment and insurance certificates.

b. Waiver of Mechanic's Lien: Submitted from every entity lawfully entitled to file a lien, including but not limited to subcontractors and suppliers for construction period covered by previous application with each Application.

1.8 WORK RESTRICTIONS

- A. Use of Premises: During the Contract Time, Contractor shall have full use of existing Firing Range. Use of premises is limited only by Owner's right to perform work or to employ other contractors on portions of Project and use of premises by the public during business hours.
- B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

Building Requirements:

1. Building Regulations: Comply with building regulations. Coordinate with owner's representative prior to start of work.

Public Street and Walkways: Do not block public streets and walkways. Provide protection of public street and walkways from construction activities.

Storage On-Site: Limit storage to space within the Firing Range. Storage in other portions of the building is not available. Provide storage facilities for Contractor's use, if needed.

Trash Container: Provide trash containers and empty on a regular basis.

Existing Construction: Coordinate with Owner the removal or alteration of existing construction for window installation purposes.

Use of Building Services and Amenities: The building restrooms are available for use by Contractor. Coordinate location with the owner's representative.

Use of Service Utilities: Use of building's electrical power to run small tools will be permitted as long as the Contractor does not abuse the privilege.

Behavior of Contractor's Employees: Employees must conduct themselves in a socially acceptable manner. Cursing is not permitted. Playing music is not permitted.

Site Access Coordination: Coordinate access to building, area, rooms or floors and use of facilities with Owner's representative.

1.9 PROJECT MANAGEMENT AND COORDINATION

- A. Coordination: Coordinate Work with related construction activities.

Meetings: Conduct at Project site. Notify Owner of meeting dates. Each subcontractor or other entity concerned with current progress, or involved with planning or coordination of future activities, shall attend. Prepare minutes of each meeting and distribute to Owner, and parties present no later than three days after meeting. Issue revised Schedule concurrently with meeting minutes.

1. Preconstruction Meetings: Schedule before starting installation that requires coordination.

Pre-installation Meetings: Schedule before starting installation that requires coordination.

Progress Meetings: Schedule weekly or at times requested by Owner.

Coordination Meetings: Schedule as required.

B. Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type Contractor's Construction Schedule for the work within 10 days from date established for commencement of Work.

1. Preparation: Indicate each significant construction activity separately, Identify first workday of the week with a continuous vertical line.

Prepare and update schedule every 10 days, starting 10 days from date established for commencement of Work. Revise schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, subcontractors, and parties required to comply with dates.

Submittals Schedule: Submit copies of schedule listing required submittals and review dates.

Preliminary Construction Schedule: Submit opaque copies.

Contractor's Construction Schedule: Submit opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

C. Requests for Information (RFI's)

1. Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

a. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

2. The following RFIs will be returned without action:

a. Requests for approval of submittals.

Requests for approval of substitutions.

Requests for information already indicated in the Contract Documents.

Requests for information which is discernable from the Contract Documents.

Requests for information related to construction means and methods.

Requests for information related to construction site safety precautions, procedures and methodology.

Requests for adjustments in the Contract Time or the Contract Sum.

Requests for interpretation of Owner or Architect's actions on submittals.

Incomplete RFIs or RFIs with numerous errors.

3. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within **10** days of receipt of the RFI response.

- a. If a notification to the contrary is not received by the Owner in writing within 10 days of receipt of the RFI response, it shall be assumed that the Contractor accepts the response and will proceed with its implementation at no additional cost.

Any project delay caused by the Owner's refusal to accept an oral RFI or an RFI which does not conform with the requirements listed above, will be attributed solely to the Contractor.

The Owner's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of the Contractor.

The Owner's review of or responses to RFI's shall not constitute an approval, direction or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.

The use of an RFI is limited to clarification of the contract documents. The Contractor shall limit each RFI to a single issue.

1.10 SUBMITTALS

- A. All submittals shall be made in paper submittals.

Coordination: Coordinate submittals with Project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.

No extension of the Contract Time will be authorized because of failure to transmit submittals in time to permit processing sufficiently in advance of when goods are required.

1. Allow 10 days for initial review.

Owner will not accept submittals from sources other than Contractor.

Preparation: Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:

a. Project name and location.

Date.

Name and address of Contractor.

Number and title of appropriate Specification Section.

Drawing number and detail of references.

B. Contractor's Review: Review each submittal check for compliance with the Contractor Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.

Architect's Review (when requested by Owner): Architect will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained, as follows:

1. Final Unrestricted Release: When the Architect marks a submittal REVIEWED• the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

Final-But-Restricted Release: When the Architect marks a submittal REVIEWED AS NOTED•, the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

Returned for Resubmittal: When the Architect marks a submittal RESUBMIT• or REJECTED• do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark

C. Submittals: Prepare and submit as follows:

1. Product Data: Mark each copy to show applicable choices and options. Include the following:

a. Data indicating manufacturer's model number and compliance with specified standards and requirements.

Manufacturer's written instructions and recommendations.

Notation of coordination requirements.

Notation of dimensions verified by field measurement.

Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.

2. Shop Drawings: Submit information specifically prepared for Project drawn to scale. Do not reproduce the Contract Documents or copy standard information. Include the following:

- a. Dimensions, profiles, methods of attachment, coordination with adjoining work, large-scale details, and other information, as appropriate for the Work.

Coordination requirements.

Field measurements.

Identification of deviations from the Contract Documents.

3. Samples: Submit Samples of actual material to be used and finished as specified. For Samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics submit one set; for all other Samples submit three sets. Where variations are inherent in the material, show limits of variations. Include product name or name of manufacturer.

1.11 QUALITY REQUIREMENTS

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

1.12 TEMPORARY FACILITIES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, testing agencies, and authorities having jurisdiction.

Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

Electric Power Service: Use of Owner's existing 115 volt electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

Sanitary Facilities:

B. Lighting: Use of Owner's existing lighting systems will be permitted as long as equipment is maintained in a condition acceptable to Owner.

Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.

Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations

Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

1.13 CONTRACT MODIFICATIONS

A. Minor Changes in the Work:

1. Owner will issue "Supplemental Instructions", for minor changes in the Work, not involving adjustment to the Contract Sum or the contract Time.

B. Proposal Requests:

1. Owner initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may be required adjustment to the Contract Sum or Contract Time.
 - a. Proposal Requests issued by the Owner are for information in pricing only. Do not consider them instructions to either stop the work in progress or execute the proposed change.

Within 14 days of receipt of Proposal Request, submit a quotation estimating the cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Include a complete breakdown of all involved material and labor.

2. Contractor Initiated Proposals: Contractor may submit a request for a change to the Owner for unforeseen conditions. Include a statement outlining reasons for the change and the effect of the change on the Work.
 - a. Provide complete list of quantities required or eliminated by the change and cost of all material and labor adds and deducts.

Pricing shall be complete with all applicable taxes and delivery charges. Include the cost of supervision.

C. Change Order Procedures:

1. Upon Owner's approval of Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor.

An Change Order will be required to authorize the use of any Allowance.

D. Construction Change Directives:

1. If the normal Change Order procedure cannot be followed in a timely manner, the Owner may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.
 - a. The Construction Change Directive contains a complete description of the change and it designated method to be followed to determine change in the Contract Sum or the Contract Time.

1.14 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1.15 PROJECT CLOSEOUT

A. Closeout Submittals: Prepare and submit as follows:

1. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown.

Record Specifications: Maintain one copy of Project Manual, including addenda, as Record Specifications. Mark to show Work performed that varies from the Specifications and other modifications.

Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Identify each binder on front and spine with title "OPERATION AND MAINTENANCE DATA," Project name, and name of furniture dealer or other vendor. Include the following:

- a. Spare parts list.

Copies of warranties.

Shop Drawings and Product Data.

Maintenance and appearance retention procedures.

Address and phone number of maintenance supplier.

2. Warranties: Submit properly executed warranties within 15 days of the completion of the installation. Organize warranty documents into three-ring binders. Identify each binder on front and spine with title "WARRANTIES," Project name, and name of furniture dealer or other vendor.

B. Closeout Procedures: Request final inspection once the following actions are complete:

1. Submit Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.

Submit Final Payment request with releases and supporting documentation not previously submitted and accepted.

Deliver unused materials to Owner.

Deliver tools, spare parts, and similar items to Owner.

Remove temporary protection.

Deliver extra materials to Owner packaged with protective covering and identified with labels.

C. Final Cleaning:

1. Vacuum carpeted and upholstered surfaces if any have been disturbed.

Clean hard surfaces with cleaners recommended in manufacturer's written instructions.

Touch up, repair, and restore marred, exposed finishes.

D. Demonstration: Provide instruction to Owner's personnel. Include a detailed review of the following:

1. Maintenance manuals.

Spare parts, tools, and materials.

Hazards.

Conditions of warranties.

E. Final Inspection: On request, Owner will proceed with inspection. Owner will advise Contractor of items that must be completed or corrected.

Reinspection Procedure: Owner will re-inspect the Work on receipt of notice that the Work has been completed.

1. If the Work is incomplete, Owner will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled. If necessary, re-inspection will be repeated.

1.16 USE OF ARCHITECT'S CAD DRAWINGS

- A. The Architect may, at his sole discretion, allow use of CAD files of architectural plan backgrounds, prepared by the Architect, for the convenience of the Contractor subject to payment of the following handling fee and agreement to the following disclaimer. Architectural plan backgrounds are defined as floor plans containing room layout, room names, column centerlines, door swings, ceiling grid and light fixtures.
 - 1. Disclaimer: Provide a written request on the user's letterhead including the following disclaimer:

BIM AND ELECTRONIC DOCUMENTS TRANSFER TERMS AND CONDITIONS

FGM Architects Inc. (hereinafter the "Architect") may, at its sole discretion, provide for use to Contractor from time to time upon Contractor's request and for Contractor's convenience, Building Information Models (hereinafter referred to as "BIM") and/or CAD files, including plans, details, and schedules in electronic format, prepared by the Architect, subject to and upon the following terms and conditions which shall have full force and effect as of the date the electronic documents are provided.

TERMS AND CONDITIONS

The Contractor understands and agrees that the design documents, calculations, drawings, details, schedules, specifications and other information prepared by the Architect in electronic format, whether incorporated in BIM or in CAD format (hereinafter collectively referred to as "Electronic Instruments of Service"), are instruments of professional architectural service intended for use only in connection with the construction of this Project. The Electronic Instruments of Service are and shall remain the property of FGM Architects Inc. The Contractor may use and retain copies of the Electronic Instruments of Service provided by the Architect in connection with Contractor's pre-construction and construction services for the Project. The Electronic Instruments of Service are provided for the sole purpose of communicating the state of the design to date, and Contractor acknowledges that the Electronic Instruments of Service may not be final, complete or accurate. Contractor further acknowledges and agrees that any use by Contractor of the Electronic Instruments of Service provided by the Architect is at Contractor's sole risk and responsibility. Contractor acknowledges and agrees that the official Instruments of Service are the drawings and specifications signed and sealed by the Architect and its consultants in paper format.

In the case that the Electronic Instruments of Service are provided to the Contractor or any of its subcontractors, materialmen or suppliers, or those contracting with any of them in connection with the Project (together "Contractor"), it is understood that such Electronic Instruments of Service have been furnished at the request of the Owner or Contractor, and that the Contractor has read and understood the limitations, terms and conditions governing the use of Electronic Instruments of Service as set forth in the Contract Documents and herein.

Because of the possibility that the Electronic Instruments of Service, and other information and data delivered in machine readable form may be subject to alteration, deterioration, incompatibility, translation or readability issues, whether inadvertently or otherwise, Contractor acknowledges and agrees that Architect shall have no responsibility or liability arising out of or in connection with the completeness or

accuracy of the Electronic Instruments of Service, information and data, and any use by the Contractor of same is at Contractor's sole risk and responsibility. FGM Architects Inc. reserves the right to retain hard copy originals of all project documentation delivered to the Contractor in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Contractor understands that the use and automated conversion of information and data in the Electronic Instruments of Service provided by FGM Architects Inc. to a derivative work, model, or alternate system or format or version by the Contractor may not be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event the Electronic Instruments of Service provided to the Contractor are so used or converted, the Contractor agrees to assume all risks associated therewith and releases FGM Architects Inc. from such responsibility and, to the fullest extent permitted by law, Contractor shall defend, and hold harmless and indemnify FGM Architects Inc. from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Contractor acknowledges that changes or modifications to the Electronic Instruments of Service introduced by anyone other than FGM Architects Inc. may result in adverse consequences which FGM Architects Inc. can neither predict nor control. Therefore, and in consideration of FGM Architects Inc.'s provision of such Electronic Instruments of Service for Contractor's use and convenience. The Contractor agrees, to the fullest extent permitted by law, to defend, and hold harmless and indemnify FGM Architects Inc. from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the use, modification, interpretation, misuse, or reuse by the Contractor or others to whom it has provided any Electronic Instrument of Service. The foregoing indemnification applies, without limitation, to the use of or creation of derivative works from the Electronic Instruments of Service on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by FGM Architects Inc.

The Contractor acknowledges and agrees that it has received the Electronic Instruments of Service with the full understanding that they are the property of FGM Architects Inc., as described herein and that FGM Architects Inc. owes no duty or obligation to the Contractor with respect to the adequacy, suitability, correctness or usability of the Electronic Instruments of Service.

ADDITIONAL PROVISIONS RELATING TO TRANSFER OF ELECTRONIC INSTRUMENTS OF SERVICE IN CAD FORMAT

The computer drawing data contained in this/these files is subject to the following provisions:

The data is only valid as to the stage of completion of the designs as of the date it is provided. (See the dates on the disk label and on the magnetic file. If these dates differ due to changes made in the file after it was delivered to you, the date on the disk label will be controlling. The designs may continue to be developed, changed, and updated as project requirements justify.

FGM Architects Inc. is delivering these files for the express purpose of REVIEW.

These data insertions will only be utilized for coordination of architectural appurtenances and related dimensioning.

Any other use of the data on this/these files and/or disks must be further authorized in writing by FGM Architects Inc.

Accepted by: _____(signature)

Title: _____

Company: _____

PART 2 - PRODUCTS (NA)

PART 3 - EXECUTION (NA)

END OF SECTION 01001

SECTION 114960 - FIRING RANGE EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Ballistic Wall Panels
- B. Target Holders

1.2 RELATED SECTIONS

- A. Section 011001 – General Requirements for Small Project

1.3 QUALITY ASSURANCE

- A. Firing range equipment contractors must meet the following qualifications: A firm having ten (10) years of experience in fabrication and installation of work of the quality and scope required on this project.
- B. Upon request provide a list with a minimum of five (5) similar law enforcement firing range equipment installations within the past five (5) years, with name, address and phone number of the Owner for each project.
- C. The firing range equipment contractor must have ISO 9001:2000 Quality Policy and an ISO 14001:2004 Environmental Policy Certifications. Information confirming such shall be provided upon request
- D. Single Source Supplier - All equipment specified under this section shall be provided by (1) contractor to insure compatibility and product performance capability.
- E. The installation shall be under the direct supervision of the firing range equipment contractor.
- F. The Firing Range Equipment Contractor must have at least (2) locally residing (within 100 miles) certified service technicians available to react to an emergency service need and be on site within 48 hours of contact during a normal Monday thru Friday work week.
- G. Requirements of Regulatory Agencies:
 1. Fire Hazard Classification: Underwriters Laboratory, Inc., for treated lumber and plywood.

1.4 REFERENCES

- A. AWPB-C-20 - American Wood Preservers Association fire retardant pressure treatment - structural lumber

- B. AWPAC-27 - American Wood Preservers Association fire retardant pressure treatment - plywood

1.3 SUBSTITUTIONS

- A. Minor variations in design to accommodate manufacturer's standard products are acceptable with architectural/client approval prior to bidding. No variations are permissible in quality or material specified.
- B. Major variations in design or operation of equipment require submittal of a list of substitutions including explanation and detail drawings for the owner's/architect's approval prior to bid.

1.4 SUBMITTALS

- A. The Owner will be administering this contract – submit submittals to the Owner.
- B. Product Data: For each product specified
- C. Submit shop drawings for the installation of this equipment. Provide plans, sections, details and connection details. Coordinate all details on drawings with existing field conditions.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver, handle, store, and protect system components under provisions of 011001.
- B. Deliver all equipment cartoned or crated to provide protection during transit and job storage.
- C. Inspect equipment upon delivery for damage. Minor damages may be repaired, provided the finish items are equal in all respects to new work and acceptable to the owner/architect; otherwise, remove and replace damaged items immediately.
- D. Store equipment in the existing firing range or at location as designated by Owner.

1.6 WARRANTY

- A. All work shall be fully guaranteed against defects in workmanship and materials for a period of one (1) year from the date of substantial completion of this project.
- B. The firing range equipment contractor shall instruct the Owner as to the proper operation and maintenance of the equipment at time of acceptance of the work.

1.8 OPERATION AND MAINTENANCE DATA

- A. Submit operations and maintenance data under provisions of 011001.

PART 2 PRODUCTS

2.1 BALLISTIC WALL PANELS

- A. Ballistic Wall Panel System (combat walls) shall be provided as shown on the drawings allowing for 180° live fire training and capable of containing both handgun and standard rifle calibers (5.56, 7.62, etc.). The design of the Ballistic Wall Panel System shall consist of the following items:
 1. 3/8" – AR500 @470-500 BHN Armor backing plate. The steel panels are to arrive prefabricated, painted to meet SP-6 specifications, and ready for installation.
 2. Fire treated 2x4 wood framed air space. All lumber to meet AWPA C20 requirements.
 3. 1/2" fire treated plywood and 24"x24"x1-1/2" fire retardant rubber tile facing to cover the entire ballistic wall panel. All plywood to meet AWPA C27 requirements.
 4. Install a sufficient quantity of panels to cover the sidewall areas of the bullet trap and continue back to the primary 75' firing line on both (2) sidewalls–up to the illustrated 8' elevation.
- B. The joint system provides an overlapping and continuous barrier eliminating any gaps through which rounds may escape.
- C. The system shall be modular in design to facilitate ease of installation. The entire system shall include all framing and assembly fasteners. The panels shall be firmly secured to the wall via mastic and mechanical fasteners.
- D. Provide and install AR500 ballistic panel angle deflector and sacrificial plate (verify plate material) of Ballistic Wall Panel System at a 30° angle from the wall to the face of the Ballistic Wall Panel system to prevent ricochet and penetration into panel.

2.2.1 STATIONARY TARGET HOLDERS

- A. Stationary Non-Rotating Fixed Targets: Provide (25) fixed mounts as shown on drawings for overhead mounted target clamps. Verify final locations of target with Owner prior to installation. Target mounts and target clamps are to be designed designed for easy setup and removal without use of tools.
- B. Target clamps are to be designed for full silhouette targets and fabricated from AR500 steel. Provide target arms to support target clamps as required.
- C. Include (15) target clamps and target arms in the base bid.
- D. Provide unit cost for target clamp/target rod arms for use with target mounts
- E. Provide unit cost for replacement target rod arms.

2.3 MISCELLANEOUS ITEMS

A. Any necessary part not specifically shown on the drawings or specified herein shall be furnished and installed as required for a complete installation. This includes all suspension hardware (unistrut, chains, "S"-hooks & turnbuckles and other miscellaneous supports), brackets, supports, fasteners, adhesives, etc.

2.3 FIRING RANGE VACUUM – ALTERNATE BID 1

A. Minuteman International Inc. Lead Vacuum, or approved equal. U.L.P.A. (Ultra Low Particulate Air) Filtered vacuum specifically designed for the recovery of lead and other hazardous materials.

1. Power: 1.25 h.p.
2. 115volt operation
3. 50 foot power cord (3-wire/16-3)
4. Tank Size: 6 gallon (22 liters)
5. Dry Capacity .46 cu.ft. (. 01m3)
6. Waterlift 85" (2159 mm)
7. Weight 17 lbs (8 kg)
8. Casters (4) 1-5/8"
9. Vacuum to be equipped with U.L.P.A. Filter that is 99.99% efficient at 0.12 microns.
10. Non-woven, embossed, polyester filter bag
11. Operating Noise Level: 74db.
12. Polyethylene tank to be non-corrosive and dent-proof.

B. Provide the following accessories:

1. Dry Tool Kit:
 - a. 1 1/4" x 8ft. Crush-Proof Hose (3cm x 1.8m)
 - b. 1 1/4" Wand (3 cm)
 - c. 12" Crevice Tool (30 cm)
 - d. 3" Round Dust Brush (8 cm)
 - e. 5" Upholstery Tool (13 cm)
 - f. 11" Combination Floor/Carpet Tool (28 cm)

2. Filter Protectors (package of 12)

PART 3 EXECUTION

3.1 INSPECTION

- A. Field verify existing conditions of firing range and all dimensions
- B. Verify that project is ready to receive work and that no encumbrances exist to prevent a proper installation.
- C. Beginning installation means acceptance of existing conditions.

3.2 INSTALLATION

- A. Install in accordance with manufacturer's instructions and submittals.
- B. Install all components in a rigid secure manner.
- C. If contractor utilizes existing unistrut to support target mounts/target clamps, provide bracing as required to stabilize target system.
- D. Follow-up visit (Qty. 1) shall be included in bid and conducted one month prior to end of one year warranty.

3.3 ADJUSTING AND CLEANING

- A. Adjust equipment for proper operation as required.
- B. Remove labels and visible markings.

3.4 DEMONSTRATION

- A. At installation completion, provide the services of a representative of the firearms training equipment to demonstrate proper operation and maintenance training of the complete system.

END OF SECTION 114960

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

COST PROPOSAL

Page 1 of 5

Company Name

Signature of Bidder

Print Name

Title

Email Address

Address of Company

City

State

Zip Code

(Area Code) Phone Number

Date of Bid Response

PLEASE SUBMIT 2 original Cost Proposals in sequential order as follows:

- 1) Cost Proposal on forms provided (5 pages total)
- 2) Bid Bond (10% of full bid price)
- 3) Contractor Submittal Requirements
- 4) Certification of Compliance
- 5) Notice of Deviations
- 6) Contractor Certification Part I
- 7) Contractor Certification Part II
- 8) Equal Employment Opportunity Clause
- 9) Drug Free Workplace Certification
- 10) Certificate of Insurance

Do not submit perforated pages, nor bind your proposal in anything other than paper clips or binder clips.

BIDDER has examined copies of all the bidding Documents and of the following Amendments

(receipt of all which is hereby acknowledged):

Amendment #

Date

Amendment #

Date

It is the Bidder's responsibility to check the City of Wheaton web site to see if any amendments are issued regarding this project. Amendments may be issued until 48 hours before Bid due date.

<http://www.wheaton.il.us/bids/>.

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

COST PROPOSAL – BASE BID

Page 2 of 5

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Agreement Requirements as follows:

1. BALLISTIC WALL PANEL SYSTEM \$ _____ **LUMP SUM**

In accordance with bid documents Section 114960-3, Part 2 Products, 2.1 Ballistic Wall Panels, lump sum cost must include the following:

- All components and accessories for complete installation of ballistic wall panel system
- All parts necessary for complete installation as listed under 2.3 Miscellaneous Items
- As per 2.1 Ballistic Wall Panels, Item D: Verify Plate Material _____

- **Estimated time to complete installation work:** _____

2. STATIONARY TARGET HOLDERS

As per bid documents Section 114960-3, Part 2 Products, 2.2.1 Stationary Target Holders, provide costs for:

ITEM	QTY	UNIT COST	TOTAL COST
Stationary Non-Rotating Fixed Targets	25		
Target Clamps	15		
Target Rod Arms	15		
Replacement Target Rod Arms	Each		
Miscellaneous Items: List any additional parts not specified that are necessary for complete unit, or additional replacement parts			
TOTAL COST FOR STATIONARY TARGET HOLDERS =			
LEAD TIME FOR DELIVERY OF PARTS =			

3. TOTAL BASE BID COST (#1 + #2) = \$ _____

4. QUALITY ASSURANCE: In accordance with bid documents Section 114960-1, Part 1 General, 1.3.F. Bidder must verify that it has two certified service technicians residing locally (within 100 miles) to respond to emergency service needs within 48 hours of contact. Provide zip codes for the two local service technicians: _____

5. ESTIMATED TOTAL TIME FOR PROJECT COMPLETION: _____

Firm Name _____

Signature _____

Job Title _____

Print Name _____

Date Signed _____

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

COST PROPOSAL – ALTERNATE BID

Page 3 of 5

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Agreement Requirements as follows:

1. FIRING RANGE VACUUM \$ _____ LUMP SUM

In accordance with bid documents Section 114960-4, Part 2 Products, 2.3 Firing Range Vacuum, lump sum cost must include the following:

- Dry Tool Kit

Firm Name_____

Signature_____

Print Name_____

Job Title_____

Date Signed_____

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

COST PROPOSAL

Page **4** of **5**

To facilitate possible Change Orders, provide a list of hourly rates by job title:

Firm Name_____

Signature_____

Print Name_____

Job Title_____

Date Signed_____

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

COST PROPOSAL

Page 5 of 5

Number of years' experience in fabrication and installation of work of the quality and scope of this project: _____

List five (5) similar law enforcement firing range equipment installations within past five years:

Owner	Reference Name	Address	Phone #

Firm Name _____

Signature _____

Print Name _____

Job Title _____

Date Signed _____

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXX CUT OUT XXXXXXXXX

Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

SEALED BID – DO NOT OPEN

**PROPOSAL FOR:
POLICE DEPT
FIRING RANGE RENOVATION 2017**

PROPOSAL FROM: (Insert your company name below)

Sealed Bids Due: August 8, 2017, before 11:00 a.m.

Public Bid Opening: August 8, 2017 at 11:00 a.m.

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

**Procurement Office
City of Wheaton / City Hall
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727**

EXHIBIT 1

This number must appear on the
face of all invoices and
documents related to this
Agreement **No. C**

CITY OF WHEATON, ILLINOIS POLICE DEPARTMENT FIRING RANGE RENOVATION 2017 AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____ by and between the **CITY OF WHEATON**, an Illinois municipal corporation (“**City**”), located at 303 W. Wesley Street, Wheaton, Illinois, 60187 and _____ (“**Contractor**”), located at _____.

WHEREAS, the City has determined that it is reasonable and appropriate to engage the Contractor to provide materials, labor, equipment, supervision and services required to provide police department firing range renovation in the City of Wheaton (hereinafter, “**Police Department Firing Range Renovation 2017**”) consistent with the City’s Police Department Firing Range Renovation 2017 Invitation to Bid package which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit A**; and

WHEREAS, Contractor has submitted a cost proposal to provide the materials, labor, equipment, supervision and services required to provide police department firing range renovation in the City of Wheaton, a copy of the proposal is attached hereto and incorporated herein as if fully set forth as **Group Exhibit B**, and Contractor represents that it has the necessary expertise and experience for police department firing range renovation in the City of Wheaton, upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, agreements, and conditions set forth in the Agreement, the parties agree as follows:

SECTION 1. PROJECT.

1.1 Recitals. The recitals set forth above, including **Group Exhibit A** and **Group Exhibit B**, are incorporated herein as substantive terms and conditions of this Agreement and represent the intent of the parties. Any inconsistency between the services as stated by the City in **Group Exhibit A** and the services as proposed by the Contractor in **Group Exhibit B** shall be controlled by the services as stated by the City in **Group Exhibit A**, unless specifically waived in writing in the contrary to this Subsection 1.1. Where this Agreement is inconsistent with any provision of **Group Exhibit A** or **Group Exhibit B**, this Agreement shall control.

1.2 Project Name. The name of this project is the **Police Department Firing Range Renovation 2017** (“**Project**”).

1.3 Retention and Services. The City retains the Contractor to provide Police Department Firing Range Renovation 2017 (“**Work**”) for the completion of this Project in strict accordance with this Services Agreement, including the General Terms & Conditions and Special Terms and Conditions contained in Group Exhibit A and which collectively shall be referred to as the “**Contract Documents**”, and the Contractor agrees to and shall provide the Work required to complete this Project in strict accordance with the Contract Documents.

1.4 Independent Contractor Status. The Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint-venturers between the City and Contractor; or (ii) to create any relationship between the City and any subcontractor of the Contractor. Contractor is not in any way authorized to make any contract, agreement, or promise on behalf of the City, or to create any implied obligation on behalf of the City, and Contractor specifically agrees that it shall not do so. The City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

1.5 Time of Performance. Contractor agrees and shall complete the Project by November 30, 2017. The Contractor agrees that time is of the essence.

1.6 Additional Work. The Contractor shall provide only the Work specified in the Contract Documents. Additional work that is not part of the Work of the Contract Documents may be assigned subject to prior written approval or direction by the City. Payment for additional work shall be mutually agreed upon by the parties before the commencement of any additional work. Any additional work shall be subject to the terms and conditions of this Agreement.

1.7 Bonds. Contractor shall furnish with the executed Agreement, performance and payment bonds equal to one-hundred and ten percent (110%) of the full contract price, on forms approved by the City, as security for the faithful performance and completion of all the Contractor's obligations under the Contract Documents, including Group Exhibits A and B, and covering the payment of all materials used in the performance of this Agreement and for all labor and services performed under this Agreement. Such bond(s) shall be conditioned to save and keep harmless the City from any and all claims, demands, losses, suits, costs, expenses and damages which may be brought, sustained or recovered against the City by reason of any negligence, default or failure of the Contractor in building, constructing or completing the Work, and that the Work shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City; ordinary wear and tear, and damage resulting from accident or willful destruction excepted. Failure to provide the required bond(s) shall constitute a breach of Contractor's obligations under this Agreement. Each surety providing a bond must be licensed in Illinois and have an A.M. Best Company, Inc., financial strength rating of at least A-. All bonds signed by an agent must be accompanied by a certified copy of his or her authority to act. It shall be the duty of the Contractor to advise the surety or sureties of any Change Orders that result in an increase to the Contractor's compensation and to ensure that the amounts of the bonds are updated to reflect and cover any such increases throughout the course of the Project. A copy of all bond certificates shall be attached to this Agreement and made a part hereof.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Agreement Amount. The total amount billed by the Contractor for the Work performed for the Project under this Services Agreement shall not exceed \$_____ , including reimbursable expenses, without the prior express written authorization of the City.

2.2 Invoices and Payments. For the Work performed by Contractor, the City shall pay Contractor as follows:

- a) Authorization of payment requires the following: receipt by the City of invoices from the Contractor containing sufficient detail of the Work performed to enable the City to properly evaluate the payout request; acceptance by the City of the Work, including materials and/or equipment; and receipt of other paperwork required by this Agreement.

- b) Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the Project. Retainage will be held until: i) all defective work has been remedied; ii) all work is one-hundred percent (100%) final and the City's project manager has formally accepted the work; and iii) all waivers, liens, certified payrolls, warranty documents and other required documentation are provided. If the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager, the City will continue to retain no less than five percent (5%) of the total adjusted Agreement price.
- c) The City shall pay Contractor in accordance with the Illinois Local Government Prompt Payment Act.
- d) Payment will be made to the Contractor either through the City's Purchasing Card Program, MasterCard, in which payment will occur at the time of Work delivery, or through a Contractor generated invoice. Invoices shall be submitted to the City within six (6) months of completion of the Services. Any invoices submitted in excess of six (6) months from the date that Work is completed, will not be paid. Under no circumstances will a third party be reimbursed for Work performed under this Agreement.

2.3. Unappropriated Funds. The obligation of the City for payment to the Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

2.4. Taxes, Benefits, and Royalties. The Agreement Amount includes all applicable federal, state and City taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of, or the incorporation into, the Work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Contractor.

2.5. Records. The Contractor shall maintain records showing actual time devoted and costs incurred in connection with the Work performed under this Agreement, and shall permit the authorized representative of the City to inspect, audit and make copies of all data and records of the Contractor for the Work done under this Agreement. All such records shall be clearly identifiable. The records shall be made available to the City during normal business hours during the Agreement period, and for three years after the termination of the Agreement.

SECTION 3. REPRESENTATIONS OF CONTRACTOR.

3.1 Warranty of Services. The Contractor represents, certifies and warrants that it shall perform and complete the Work in a manner consistent with the level of care, skill, and diligence exercised by other recognized Contractors in the Wheaton area, under similar circumstances at the time the Work is performed. The representations, certifications, and warranties expressed shall be in addition to any other representations, certifications, and warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

3.2 Solvency. The Contractor represents that it is financially solvent and has the necessary financial resources to perform the Work with the standard of care required under this Agreement.

3.3 Key Project Personnel/Personnel. The Key Project Personnel identified in Group Exhibit B shall be primarily responsible for carrying out the Work on behalf of the Contractor. The Key Project Personnel shall not be changed without the City's prior written approval. The Contractor shall provide all personnel necessary to complete the Work.

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY

4.1 Indemnification. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the City or of the Contractor, indemnify, save harmless, and defend the City, and its officials, directors, officers, employees, agents, and attorneys, in whole or in part from and against any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses, including, but not limited to reasonable expert witness and attorneys' fees, as well as costs of litigation, that arise, or may be alleged to have arisen, out of or in connection with Contractor's performance or failure to perform the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the City.

The obligation on the part of the Contractor to defend, hold harmless, and indemnify the City shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as prohibiting the City, its officials, directors, officers, employees, agents or attorneys from defending, through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

In the event that any claim for indemnification hereunder arises from the negligence or willful misconduct of both the Contractor and the City, the parties agree that any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses shall be apportioned between the parties on the basis of their comparative degrees of fault, except as otherwise herein provided.

4.2 Insurance. Contemporaneous with the Contractor's execution of this Agreement, the Contractor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth by the City in the **Contract Addendum 1** included in Group Exhibit A to this Agreement.

4.3 No Personal Liability. No elected or appointed official, director, officer, agent or employee of the City shall be personally liable, in law or in contract, to the Contractor as the result of the execution, approval or attempted execution of this Agreement.

4.4. No Liability to Any Third Party. The City shall have no liability to any third party in contract, tort or otherwise for incidental or consequential damages of any kind, including, without limitation, punitive or economic damages or lost profits, regardless of whether the City shall be advised, shall have reason to know or in fact shall know of the possibility.

4.5 Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

4.6 Patents. The Contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, good or device utilized or supplied in connection with the performance of the Work required or provided pursuant to the terms of this Agreement.

SECTION 5. CONFIDENTIAL INFORMATION.

5.1 Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the City; or (iv) to have been supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

5.2 No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it in the event that it shall, in performing the Work for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information, that Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Contractor shall use reasonable measures at least as strict as those the Contractor uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Contractor to execute a non-disclosure agreement before obtaining access to Confidential Information.

5.3 Breach of Confidentiality. In the event of breach of the confidentiality provisions of Section 5 of this Agreement, it shall be conclusively presumed that irreparable injury would result to the City and there would be no adequate remedy at law. The City shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this Agreement. The City shall be entitled to damages for any breach of the injunction, including but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this Agreement survive the termination or performance of this Agreement.

SECTION 6. TERMINATION and DEFAULT.

6.1 Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement, with or without cause, at any time upon fifteen (15) days prior written notice to the Contractor. In the event that this Agreement is so terminated, the City shall pay Contractor for the Work performed and reimbursable expenses actually incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach of this Agreement. The written notice required under this subsection shall be either (i) served personally during regular business hours; (ii) served by facsimile during regular business hours (iii) served by certified or registered mail, return receipt requested, addressed to the address listed at the end of this Agreement with postage prepaid and deposited in the United States mail or (iv) by e-mail sent to the Contractor's Key Project Personnel. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Contractor shall provide the City with its Key Project Personnel's e-mail address upon its execution of this Agreement. On receiving such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all Work under this Agreement. As soon as practicable after receiving the

termination notice, Contractor shall submit an invoice to the City showing in detail the Work performed under this Agreement up to the termination date. Contractor's receipt of payment for Work rendered upon City's termination of this Agreement, is Contractor's sole and exclusive remedy for termination for convenience by the City. City's termination for convenience does not constitute a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT FOR WORK PERFORMED), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM CITY'S TERMINATION FOR CONVENIENCE.**

6.2 Default. If it should appear at any time that the Contractor has failed or refused to perform, or has delayed in the performance of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Work requirements or any other requirement of this Agreement ("Event of Default"), then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that is the subject of the Event of Default; and to take any or all action necessary to bring the Contractor and the Work into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement as to any or all Work yet to be performed, effective at a time specified by the City, and shall pay Contractor for the Work performed or reimbursable expenses actually incurred as of the effective date of termination.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Contractor or as a result of actions taken by the City in response to any Event of Default by the Contractor.

SECTION 7. WARRANTIES and REPRESENTATIONS.

7.1 With respect to any materials and equipment furnished under this Agreement, Contractor warrants: (i) that all items are free of defects in title, design, material, and workmanship; (ii) that each item meets or exceeds the requirements of this Agreement, and all Exhibits incorporated herein; (iii) that each replacement item is new, in accordance with original material or equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new); and (iv) that no item or its use infringes any patent, copyright, or proprietary right.

7.2 Work, materials, or equipment not conforming to the requirements of this Section shall be considered defective. If required by the City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Liability or refusal of a subcontractor, material supplier, or equipment supplier responsible for the defective work or materials, to correct or replace the same, shall not excuse the Contractor from performing under this warranty.

7.3 Any defective material, or workmanship, or any unfaithful or imperfect Work, which may be discovered before the final acceptance of the Work and/or within one (1) year thereafter, shall be corrected immediately on the requirements of the City Project Manager, without extra charge, notwithstanding that it may have been overlooked in the previous inspections and estimates. Failure to

review construction or Work shall not relieve the Contractor from any obligation to perform sound and reliable Work as required by this Agreement.

7.4 Contractor shall transfer to the City any manufacturers' warranties which it has for materials used in connection with this Project.

7.5 The warranty rights and remedies provided in this Section 7 are in addition to and do not limit any rights afforded to the City by any other provision or term in this Agreement or by law.

7.6 Contractor represents and warrants that Work performed by Contractor shall conform to all applicable state and federal safety standards/directives for setting-up and utilizing platforms, lifts, ladders, scaffolding, safety lines and belts, and similar equipment used for demolition and construction.

7.7 Contractor's employees, agents, and subcontractors shall use personal protective equipment, safety harnesses, fall protection equipment, hard hats or other equipment required to perform the Work in a safe manner. Contractor will hold safety training, safety briefings or other meetings to ensure all staff are fully prepared to perform the Work with safety in mind.

7.8 Contractor shall conduct daily safety and health inspections of the work site. Contractor shall promptly report any accidents, injuries, spills or near misses to the City.

SECTION 8. COMPLIANCE WITH LAWS AND GRANTS.

8.1 Freedom of Information Act. The Contractor shall, within four (4) business days of the City's request, provide any documents in the Contractor's possession related to this Agreement which the City is required to disclose to a requester under the Illinois Freedom of Information Act ("FOIA"). This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to an FOIA request. Should Contractor request that the City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' fees and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless the City, and agrees to pay all costs in connection therewith (such as reasonable attorneys' and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the City.

8.2 Generally: Permits/Codes/Business Laws/Safety Standards/Grants. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and will comply with all applicable municipal, county, state and federal statutes, ordinances, rules, and regulations, including without limitation all applicable building and fire codes, now in force or which may hereafter be in force, any statutes regarding qualification to do business, and all local, state and federal safety standards. Contractor shall comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Agreement or the Services. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors',

performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

8.3 No Delinquent Taxes. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax, or has entered into an agreement with Department of Revenue for payment of all taxes due and is currently in compliance with that agreement, as set forth in 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.

8.4 No Collusion. The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 2012, 720 ILCS 5/33E-1 et seq. The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

8.5 Sexual Harassment Policy. The Contractor shall certify that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 755 ILCS 5/2-105(A)(4).

8.6 Patriot Act (USA Freedom Act) Compliance. The Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the City that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

8.7 Anti-Discrimination Laws. Contractor shall comply with all federal and state laws prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service, and shall execute the Equal Employment Opportunity Clause compliance certification attached to this Agreement in Group Exhibit A.

8.8 Americans with Disabilities Act. Contractor shall utilize standards and/or methods that do not discriminate against the disabled in compliance with the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq.

8.9 Drug Free Workplace Act. Contractor shall comply with all conditions of the Illinois Drug Free Workplace Act, 30 ILCS 580/3 et seq.

8.10 CDL Driver Controlled Substances and Alcohol Use and Testing. To the extent that the Contractor and any employees, agents, or subcontractors thereof, will operate any commercial vehicles requiring the necessity for a state issued Commercial Driver's License, Contractor shall comply with Federal Highway Authority Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and shall notify the City of any employee, agent subcontractor driver participating in a drug and alcohol testing program pursuant to the aforementioned rules during the term of this Agreement.

8.11 Employment of Illinois Workers on Public Works Projects Act. When applicable, Contractor shall comply with the Illinois labor employment requirements as set forth in the Employment of Illinois Workers on Public Works Projects Act, 30 ILCS 570/1 et seq.

8.12 Public Works Employment Discrimination Act. Contractor shall comply with all conditions and requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

8.13 Steel Products Procurement Act. When applicable, any steel product used or supplied in the performance of the contract or any subcontract thereto, shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.

8.14 Substance Abuse Prevention. Pursuant to the Substance Abuse Prevention on Public Works Projects ("SAPPWP") 820 ILCS 265/1 et seq., employees of the Contractor and employees of any Subcontractor are prohibited from the use of drugs or alcohol, as defined in the SAPPWP, while performing work on any public works project. The Contractor certifies that it has a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceed the requirements of the SAPPWP or shall have a collective bargaining agreement in effect dealing with the subject matter.

8.15 Prevailing Wage Act. Some or all of the Work herein required under this Agreement may involve the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. All contractors and subcontractors rendering work under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties, as more fully set forth in the "Special Provisions for: Wages of Employees on Public Works" contained in Group Exhibit A to this Agreement. The Contractor shall indemnify the City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

8.16 Veterans Preference Act. When applicable, Contractor shall comply with all employment preference requirements of the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.

8.17 Execution of Certifications. Contractor shall execute the legal certifications and compliance with laws documentation which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit C**.

SECTION 9. GENERAL PROVISIONS.

9.1 Work Products. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, studies, logbooks, instructions, manuals, models, recommendations, printed and electronic files, and any other data or information, in any form, prepared, collected, or received by the Contractor in connection with any or all of the Work to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the City.

9.2 News Releases. The Contractor shall not issue any news releases or other public statements regarding the Work without prior approval from the City Manager.

9.3 Integration. The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement.

9.4 Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

9.5 Assignment. This Agreement, or any part, rights or interests hereof, may not be assigned by the City or by the Contractor to any other person, firm or corporation without the prior written consent of the other party.

9.6 Limitation of Liability. CITY SHALL NOT BE LIABLE TO CONTRACTORS FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS (DIRECT OR INDIRECT) AND LOST REVENUES HOWSOEVER ARISING, WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT OR OTHER THEORY OF LIABILITY, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY SUCH DAMAGES.

9.7 Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

9.8 Waiver. Any failure of either the City or the Contractor to strictly enforce any term, right or condition of this Agreement, whether implied or express, shall not be construed as a waiver of such term, right or condition, nor shall it be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

9.9 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.10 Governing Laws/Jurisdiction. This Agreement shall be interpreted according to the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

9.11 Force Majeure. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as the result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

9.12 Headings. The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and are in no manner intended to define, limit or describe the scope of intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

9.13 Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

9.14 Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.15 Notice. Unless otherwise expressly provided in this Agreement, any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three (3) business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; or (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidence by a return receipt. By notice complying with the requirements of this Subsection, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications shall be addressed to, and delivered to as follows:

If to the Contractor:

If to the City:

City of Wheaton
Attn: City Clerk
303 W. Wesley Street, Box 727
Wheaton, IL 60187-727
E-Mail: cityclerk@wheaton.il.us
Fax #: 630-260-2017

9.16 Contract Numbering. The faces of all invoices and documents shall contain the following contract number _____ for reference purposes.

IN WITNESS WHEREOF, the parties have entered into this Agreement this _____ day of _____.

CITY OF WHEATON, an Illinois municipal corp.

By: _____ Date: _____

ATTEST:

BY: _____
Sharon Barrett-Hagen, City Clerk

CONTRACTOR

BY: _____ Date: _____
Signature

Its: _____

ATTEST:

BY: _____

Title: _____

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

CERTIFICATION OF COMPLIANCE

- (I) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.
- (II) The undersigned certifies that they agree to fulfill all Agreement Requirements.
- (III) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

There are no conflicts of interest; and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

This Business Firm is: (check one)

Corporation Partnership Individual LLC

Firm Name: _____

Firm Address: _____

Signature: _____

Print Name: _____

Position: _____

Phone #: _____

Fax #: _____

e-mail address: _____

Date signed: _____

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

By _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

NOTICE OF DEVIATIONS

NOTICE OF DEVIATIONS for the (1) Specification and/or (2) Agreement Requirements: We deviate from (1) the desired SPECIFICATIONS of the City of Wheaton and/or (2) the POLICE DEPARTMENT FIRING RANGE RENOVATION 2017 Agreement, in the following areas (Please reference the specific requirement number):

As best as can be ascertained, there are no deviations other than those listed.

Company Name _____

Signature _____

Print Name _____

Job Title _____

Date Signed _____

Contractor Certification Part I: Sexual Harassment, Tax, Substance Abuse, Collusion, Employ Illinois Workers, & Prevailing Wage

_____, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

Police Department Firing Range Renovation 2017

hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____ is/are currently participating
(Name of employee/driver or “all employee drivers”) in a drug and alcohol testing program pursuant to the aforementioned rules.

(Check either 4A or 4B, depending upon which certification is correct.)

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the City of Wheaton; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

5. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of “bid-rigging” or “bid-rotating” of any state of the United States.
6. agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.
7. is, to the extent required, in compliance with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

By _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

Contractor Certification Part II: Patriot Act/USA Freedom Act, Americans with Disabilities Act, Steel Products, Public Works Employment Discrimination, & Safety

_____, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

Police Department Firing Range Renovation 2017

hereby certifies that the undersigned Contractor:

1. is not barred from bidding and/or contracting with a unit of state or local government as a result of a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001)(the "Patriot Act") and the USA Freedom Act, H.R. 2048, Pub. L. 114-23 which restored and modified the Patriot Act, or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001. Contractor also certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and Contractor further certifies that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.
2. agrees, to the extent required by the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12101 et seq., the undersigned shall utilize standards and/or methods that do not discriminate against the disabled.
3. agrees, when applicable, that steel products used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States, as required by the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.
4. shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.
5. shall comply with all local, state and federal safety standards.
6. has and will comply with the Illinois Veterans Preference Act, 330 ILCS 55/0.01 et seq.

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

By _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Section I: This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750 *et seq*; also known as Title 44: Government Contracts, Grantmaking, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to all Agencies.

Section II: In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and 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 he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, 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 Act and this Part.
- 6) That he or she 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 Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the 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 subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. 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 III: For the purposes of subsection 7 of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract,” however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

By _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580 (30 ILCS 580/30), the Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
 - A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
 - B. Specifying the actions that will be taken against employees for violations of such prohibition.
 - C. Notifying the employee that, as a condition of employment on such Agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a Drug Free Awareness Program to inform employees about:
 - A. The dangers of drug abuse in the workplace;
 - B. The Contractor's policy for maintaining a drug free workplace;
 - C. Available counseling, rehabilitation, or assistance programs; and
 - D. Penalties imposed for drug violations.
3. Providing a copy of the Statement required by Section 1 to each employee engaged in the performance of the Agreement and to post the Statement in a prominent place in the workplace.
4. Notifying the contracting agency within ten (10) days after receiving notice under part (C), subsection (ii) of paragraph 1 above, from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

(Printed name of Contractor)

Address

City State Zip Code

Signature of Authorized Representative

Title _____ Date _____

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date)

By _____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**Special Provisions for:
Insurance Coverage for Contractual Services**

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** and each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit.
The workers' compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). A waiver of subrogation is required.

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERS

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE	<input type="checkbox"/>	OCCUR				MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS		BODILY INJURY (Per accident)	\$
	HIRED AUTOS	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB		OCCUR					\$
	EXCESS LIAB				CLAIMS-MADE		EACH OCCURRENCE	\$ 2,000,000
	DED	<input type="checkbox"/>	RETENTION \$				AGGREGATE	\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N / A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	Professional Liability and Errors and Omissions: Owners/Contractors Protection XCU Coverage Included with General Liability Pollution/Environmental Liability						E.L. DISEASE - POLICY LIMIT	\$ 500,000
								\$ 1,000,000
								\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name or Contract Name and #
Contractor
Contact
Address
Phone #, Email Address, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and a Waiver of Subrogation shall be provided for all policies with each updated certificate.
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

CERTIFICATE HOLDER

CANCELLATION

City of Wheaton
303 West Wesley Street
PO Box 727
Wheaton, IL 60187-0727

Attn: Procurement Officer
(fax) 630-260-2017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Special Provisions for: Wages of Employees on Public Works

This Agreement may be subject to the "Prevailing Wage Act," 820 ILCS 130/0.01 *et seq* ("The Act"). It shall be the responsibility of the Contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions. Any Contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The City shall not have any duty to inform the Contractor of the Act's applicability. If, however the City informs the Contractor that the Act is applicable it shall be the Contractor's obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the City that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:

1. Not less than the prevailing rate of wages as found by the City of Wheaton or Department of Labor or by a court on review shall be paid to all laborers, workers and mechanics performing work under this Agreement. These prevailing rates of wages are included in this Agreement.
2. In all Contractors' bonds the Contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this Agreement.
3. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the Contractor, and the public body shall be responsible to notify the Contractor and each subcontractor, of the revised rate.
4. The Contractor and each subcontractor shall:
 - a. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, the starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor or each fringe benefit, if applicable, and the plan administrator of each fringe benefit if applicable; and
 - b. submit no later than the 15th day of each calendar month, in person, by mail, or electronically a certified payroll to the City. The certified payroll shall consist of a complete copy of the records identified in paragraph 4(a), above. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which avers that:
 - i. such records are true and accurate;
 - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
 - iii. the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

5. Upon 7 business days' notice, the Contractor and each subcontractor shall make available for inspection the records identified in paragraph 4 to the City of Wheaton, its officers and agents, and to the Director of Labor and his deputies and agents during reasonable hours at a location within this State during reasonable hours.

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

DUPAGE COUNTY
PREVAILING WAGE
RATES EFFECTIVE JUNE
5, 2017

Trade	Title	Region	Type	Class	Base Wage	Foreman Wage	M-F						
							OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN		All	All		40.40	40.95	1.5	1.5	2.0	14.23	11.57	0.00	0.50
ASBESTOS ABT-MEC		All	BLD		37.46	39.96	1.5	1.5	2.0	11.62	11.06	0.00	0.72
BOILERMAKER		All	BLD		47.07	51.30	2.0	2.0	2.0	6.97	18.13	0.00	0.40
BRICK MASON		All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
CARPENTER		All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00	0.63
CEMENT MASON		All	All		44.25	46.25	2.0	1.5	2.0	13.65	15.51	0.00	0.65
CERAMIC TILE FNSHER		All	BLD		37.81	37.81	1.5	1.5	2.0	10.55	10.12	0.00	0.65
COMMUNICATION													
TECH		All	BLD		33.00	35.40	1.5	1.5	2.0	10.10	17.19	2.07	0.61
ELECTRIC PWR EQMT													
OP		All	All		37.89	51.48	1.5	1.5	2.0	5.00	11.75	0.00	0.38
ELECTRIC PWR EQMT													
OP		All	HWY		40.59	55.15	1.5	1.5	2.0	5.25	12.59	0.00	0.71
ELECTRIC PWR													
GRNDMAN		All	All		29.30	51.48	1.5	1.5	2.0	5.00	9.09	0.00	0.29
ELECTRIC PWR													
GRNDMAN		All	HWY		32.50	55.15	1.5	1.5	2.0	5.25	10.09	0.00	0.58
ELECTRIC PWR													
LINEMAN		All	All		45.36	51.48	1.5	1.5	2.0	5.00	14.06	0.00	0.45
ELECTRIC PWR													
LINEMAN		All	HWY		48.59	55.15	1.5	1.5	2.0	5.25	15.07	0.00	0.85

ELECTRIC PWR TRK											
DRV	All	All		30.34	51.48	1.5	1.5	2.0	5.00	9.40	0.00
ELECTRIC PWR TRK											0.30
DRV	All	HWY		31.40	53.29	1.5	1.5	2.0	5.00	9.73	0.00
ELECTRICIAN	All	BLD		38.74	42.74	1.5	1.5	2.0	12.10	20.81	4.43
ELEVATOR											0.68
CONSTRUCTOR	All	BLD		51.94	58.43	2.0	2.0	2.0	14.43	14.96	4.16
FENCE ERECTOR	NE	All		38.34	40.34	1.5	1.5	2.0	13.15	13.10	0.00
FENCE ERECTOR	W	ALL		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00
GLAZIER	All	BLD		41.70	43.20	1.5	2.0	2.0	13.94	18.99	0.00
HT/FROST INSULATOR	All	BLD		48.45	50.95	1.5	1.5	2.0	11.47	12.16	0.00
IRON WORKER	E	All		46.20	48.20	2.0	2.0	2.0	13.65	21.52	0.00
IRON WORKER	W	All		45.56	49.20	2.0	2.0	2.0	11.02	21.51	0.00
LABORER	All	All		40.20	40.95	1.5	1.5	2.0	14.23	11.57	0.00
LATHER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00
MACHINIST	All	BLD		45.35	47.85	1.5	1.5	2.0	7.26	8.95	1.85
MARBLE FINISHERS	All	All		33.45	33.45	1.5	1.5	2.0	10.25	14.44	0.00
MARBLE MASON	All	BLD		44.13	48.54	1.5	1.5	2.0	10.25	14.97	0.00
MATERIAL TESTER I	All	All		30.20	30.20	1.5	1.5	2.0	14.23	11.57	0.00
MATERIALS TESTER II	All	All		35.20	35.20	1.5	1.5	2.0	14.23	11.57	0.00
MILLWRIGHT	All	All		45.35	47.35	1.5	1.5	2.0	11.79	17.60	0.00
OPERATING ENGINEER	All	BLD	1	49.10	34.50	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	2	47.80	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	3	45.25	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	4	43.50	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	5	52.85	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	6	50.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	BLD	7	52.10	53.10	2.0	2.0	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	FLT		37.00	54.75	1.5	1.5	2.0	17.65	12.65	1.90
OPERATING ENGINEER	All	HWY	1	47.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90
OPERATING ENGINEER	All	HWY	2	46.75	51.30	1.5	1.5	2.0	18.05	13.60	1.90

OPERATING ENGINEER	All	HWY	3	44.70	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	4	43.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	5	42.10	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	6	50.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
OPERATING ENGINEER	All	HWY	7	48.30	51.30	1.5	1.5	2.0	18.05	13.60	1.90	1.30
ORNAMNTL IRON WORKER	E	All		45.00	47.50	2.0	2.0	2.0	13.55	17.94	0.00	0.65
ORNAMNTL IRON WORKER	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
PAINTER	All	All		42.93	44.93	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	All	BLD		33.92	38.09	1.5	1.5	1.5	2.60	2.71	0.00	0.00
PILEDRIVER	All	All		44.35	46.35	1.5	1.5	2.0	13.29	16.39	0.00	0.63
PIPEFITTER	All	BLD		47.50	50.50	1.5	1.5	2.0	9.55	17.85	0.00	2.07
PLASTERER	All	BLD		44.63	47.31	1.5	1.5	2.0	10.25	15.03	0.00	0.85
PLUMBER	All	BLD		48.25	50.25	1.5	1.5	2.0	14.09	12.65	0.00	1.18
ROOFER	All	BLD		41.70	44.70	1.5	1.5	2.0	8.28	11.59	0.00	0.53
SHEETMETAL WORKER	All	BLD		45.77	47.77	1.5	1.5	2.0	10.65	14.10	0.00	0.82
SPRINKLER FITTER	All	BLD		47.20	49.20	1.5	1.5	2.0	12.25	11.55	0.00	0.55
STEEL ERECTOR	E	All		42.07	44.07	2.0	2.0	2.0	13.45	19.59	0.00	0.35
STEEL ERECTOR	W	All		45.06	48.66	2.0	2.0	2.0	10.52	20.76	0.00	0.70
STONE MASON	All	BLD		44.88	49.37	1.5	1.5	2.0	10.25	15.30	0.00	0.85
TERRAZZO FINISHER	All	BLD		39.54	39.54	1.5	1.5	2.0	10.55	11.79	0.00	0.67
TERRAZZO MASON	All	BLD		43.38	43.38	1.5	1.5	2.0	10.55	13.13	0.00	0.79
TILE MASON	All	BLD		43.84	47.84	1.5	1.5	2.0	10.55	11.40	0.00	0.99
TRAFFIC SAFETY WRKR	All	HWY		33.50	35.10	1.5	1.5	2.0	8.10	7.62	0.00	0.25
TRUCK DRIVER	All	All	1	36.30	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	2	36.45	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	3	36.65	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TRUCK DRIVER	All	All	4	36.85	36.85	1.5	1.5	2.0	8.10	9.76	0.00	0.15
TUCKPOINTER	All	BLD		43.62	44.62	1.5	1.5	2.0	10.25	14.11	0.00	0.48

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

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

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from

ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor

surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by

setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting

proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators;

Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump

Crete Dual Ram; Pump Crete: Squeeze Crete-Screw Type Pumps; Gypsum

Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;

Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation

of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;

Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete

Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks;

Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists,

Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;

Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);

Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,

All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator;

Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling

or renovation work); Hydraulic Power Units (Pile Driving, Extracting,

and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5);

Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick

Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower

Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.;
Derricks, All; Derrick Boats; Derricks, Traveling; Dredges;
Elevators, Outside type Rack & Pinion and Similar Machines; Formless
Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader,
Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard
Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy
Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes;
Backhoes with shear attachments up to 40' of boom reach; Lubrication
Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig;
Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid
Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill
Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck
Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel);
Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor
Drawn Belt Loader (with attached pusher - two engineers); Tractor with
Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine;
Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole
Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5
ft. in diameter and over tunnel, etc; Underground Boring and/or Mining
Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender;

Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over);
Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.;
Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All
Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe
Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;
Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam
Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats;
Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;
Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic
Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All
(1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300
ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding
Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of

like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters;

Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and

provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I".

Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Agreement #: _____
Agreement Addendum #: _____
For Office Use Only

Agreement Between the City of Wheaton, IL
and _____

POLICE DEPARTMENT FIRING RANGE RENOVATION 2017

CHANGE ORDER # _____

Change Order required due to:

- Changed/Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Other: _____

Type of Change Order:

- Fixed Cost of \$ _____
- Time & Materials, not to exceed: \$ _____
- Emergency Change, not to exceed \$ _____
- Extension of Completion Date

Attached is: Contractor's Proposal

Description of Change

Cost and Schedule Control Summary

If this section is left blank, Change Order will not result in additional charges:

If this section is left blank, Change Order will not result in additional time to complete the project:

Original Agreement Amount	\$ _____
Previous COs Adds/Deducts	\$ _____
This CO Add/Deduct	\$ _____
Revised Agreement Amount	\$ _____

Original Agreement Duration	_____ days
Previous COs Add/Deduct	_____ days
This CO Add/Deduct	_____ days
Revised Agreement Duration	_____ days
Revised Agreement Completion Date	_____

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Contractor, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Contractor acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Agreement. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Contractor on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Agreement.

All terms and Conditions of the original Agreement apply to this Change Order and remain the same and in full force and effect.

For Budget Purposes

Project Manager: _____ Date: _____ Department Head: _____ Date: _____

Contractor: _____ Date: _____

Upon approval, forward this document to Procurement for Amendment of Agreement.