AGENDA ACTION

APR 2 8 2015

ORDINANCE NO. 15 - 29

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND RADCO COMMUNICATIONS, INC. FOR THE FURNISHING AND INSTALLATION OF A BI-DIRECTIONAL AMPLIFIER SYSTEM AND A NEW ANTENNA SYSTEM FOR THE NEW POLICE FACILITY

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, in the opinion of two-thirds (2/3) of the corporate authorities elected and holding office in the City, savings in costs or efficiencies in construction may be realized by a waiver of competitive bidding for the contracts for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the New Police Facility (hereinafter referred to as the "Project"); and, therefore, it is advisable, necessary and in the best interest that the City waive the requirement of advertising for competitive bids for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project and determine that the requirements to be met and the means and methods to be used in procuring such bi-directional amplifier system and a new antenna system for the Project shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the furnishing and **installation** of a bi-directional amplifier system and a new antenna system for the Project for the City of Oakbrook Terrace, DuPage County, Illinois; and

WHEREAS, Radco Communications, Inc. has submitted a satisfactory proposal to the City and it is advisable, necessary and in the public interest that the City contract with Radco Communications, Inc. for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project and that the City enter into a Contract between the City and Radco Communications, Inc. for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the New Police Facility (the "Contract"), copies of which Contract is attached hereto as Exhibit "B" and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. The City Council hereby determines that in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public

interest that the City waive the requirement of advertising for competitive bids for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project and determines that the requirements to be met and the means and methods to be used in procuring the furnishing and installation of a bi-directional amplifier system and a new antenna system shall be by the submission of a satisfactory proposal in response to a request for proposals; therefore, it is advisable, necessary and in the public interest that the City enter into a Contract with Radco Communications, Inc. for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to Radco Communications, Inc. for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project subject to the furnishing of the proper insurance. The Notice of Award shall be accompanied by a sufficient number of the Contracts and with all other necessary written contract documents attached or otherwise made available for execution by Radco Communications, Inc.

Section 4. Provided further that Radco Communications, Inc. returns the Contract to the City within ten (10) days of the receipt of the Contract with all other necessary written contract documents attached, properly executed by it, along with the proper insurance, then the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the Contract for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the Project substantially in the form attached hereto as Exhibit "B," and with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid by Radco Communications, Inc. and its subcontractors for each craft or type of worker needed to execute the Contract or to perform such work.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 6: This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 28th day of April 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 28th day of April 2015.

_____
Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 28th day of April 2015.

_____
Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD –CONTRACT –
BI-DIRECTIONAL AMPLIFIER SYSTEM AND NEW ANTENNA SYSTEM

TO: Radco Communications, Inc.
570 Windy Point Drive
Glendale Heights, IL 60139

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois New Police Facility

YOU ARE HEREBY NOTIFIED that Radco Communications, Inc. has been awarded a Contract the amount of Thirty-Nine Thousand Three Hundred Twenty-Six and 55/100 Dollars ($39,326.55), subject to the furnishing of the proper insurance for the furnishing and installation of a bi-directional amplifier system and a new antenna system for the New Police Facility Project.

You are requested to execute the Contract and furnish the required contract insurance within ten (10) calendar days from the date of the receipt of this notice.

If you fail to furnish to execute the Contract and to furnish the required insurance within ten (10) calendar days from the issuance of this notice, the City of Oakbrook Terrace will be entitled to consider all your rights arising out of the City's award of the Contract as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the City of Oakbrook Terrace, Illinois.

Dated this 28th day of April 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

By:_____
Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTEST:

_____
Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Radco Communications, Inc. this ____ day of April 2015.

Radco Communications, Inc.

_____
By: Donald Nolde, President

Exhibit "B"

CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND RADCO COMMUNICATIONS, INC. FOR THE FURNISHING AND INSTALLATION OF A BI-DIRECTIONAL AMPLIFIER SYSTEM AND A NEW ANTENNA SYSTEM FOR THE NEW POLICE FACILITY

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
RADCO COMMUNICATIONS, INC.
for the furnishing and installation of a
BI-DIRECTIONAL AMPLIFIER SYSTEM AND A NEW ANTENNA SYSTEM
for the
NEW POLICE FACILITY

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
RADCO COMMUNICATIONS, INC.
for the furnishing and installation of a
BI-DIRECTIONAL AMPLIFIER SYSTEM AND A NEW ANTENNA SYSTEM
for the
NEW POLICE FACILITY

TABLE OF CONTENTS

CONTRACT
ARTICLE 1.PERFORMANCE OF CONTRACT 1
ARTICLE 2. CONTRACT SUM AND PAYMENT 1
ARTICLE 3.CONTRACT TIME 1
ARTICLE 4. GENERAL PROVISIONS 2

GENERAL CONDITIONS
SPECIAL PROVISIONS
SPECIFICATIONS
CONTRACTOR'S CERTIFICATION
BASELINE PROJECT SCHEDULE

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
RADCO COMMUNICATIONS, INC.
for the furnishing of
EXCAVATION (Bid Package 02B)
for the
NEW POLICE FACILITY

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and Radco Communications, Inc., an Illinois corporation, 570 Windy Point Drive, Glendale Heights, IL 60139 hereinafter referred to as the " Contractor," for the furnishing and installation of a bi-directional amplifier (BDA) system and a new antenna system for the New Police Facility, hereinafter referred to as the "Project," in Oakbrook Terrace, Illinois.

In consideration of the payments to be made by the City and of the mutual covenants herein set forth, the City and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall perform the work, furnish all parts, equipment. materials and labor necessary to remove the existing radio equipment from the old police station building, reinstall this equipment in the new police station and to provide and install a new BDA system to provide in building coverage for the Starcom radio system, a BDA system for a Verizon 4G cellular system, and a new Motorola MIP5000 Console system for dispatch radio in the new Police Facility; complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Contractor's Certification and Baseline Project Schedule which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The City shall pay the Contractor for the performance of the work, at the prices set forth below:

Description	Quantity	Unit Price	Total Price
Ground Bus for equipment:			
Labor to install a ground bus bar for the antenna systems in the equipment room of the new Police Facility on the first floor. Ground bus bar to the building ground. This bar will be used for grounding all antenna systems and radio equipment. The Contractor shall provide and install all parts and equipment for this system.	1	$420.00	$420.00
Material	1	$171.25	$171.25
BDA for Starcom system:			
Labor to install a new BDA system to provide in building coverage for the Starcom radio system. This BDA will be	1	$1,120.00	$1,120.00

installed in the first floor equipment room. provide and install blue 1/2" air dielectric transmission line to six (6) inside antennas, one (1) in booking, one (1) in the cell area, one (1) by the evidence area and one (1) in each of the sally ports and one (1) near the sergeant's office and patrol/roll call room. Provide and install a new antenna system on the roof of the building for the BDA system. Ground all equipment to the ground bus. Supply and install all equipment.			
Material including BDA, inside antennas, outside antenna, transmission lines, line splitters, connectors and mounts.	1	$8,357.22	$8,357.22
BDA for Verizon 4G Cellular:			
Labor to install a new BDA system to provide in building coverage for the Verizon 4G cellular system. This BDA will be installed in the first floor equipment room. The Contractor shall provide and install blue 1/2" air dielectric transmission line to six (6) inside antennas, one (1) in booking, one (1) in the cell area, one (1) by the evidence area and one (1) in each of the sally ports and one (1) near the sergeant's office and patrol/roll call room. Provide and install roof antenna system as needed. Ground all equipment to ground bus.	1	$1,120.00	$1,120.00
Material including BDA, inside and outside antennas, transmission lines, splitters, connectors and mounts.	1	$7,650.00	$7,650.00
Antenna Systems:			
Supply and install new antenna systems for each of the police department. radios (DCERN, ILEAS, Starcom, OTPD Channel 6; run antenna line to new roof antennas mounted to the side wall of the roof and terminate antenna line in the equipment room. Provide and install one (1) additional mount and pipe for a spare. Run antenna lines from the radios room to the equipment room then out to the antennas which will be mounted to the roof. Ground all antenna lines with coaxial lighting protectors at the ground bus.			
Install OTPD Channel 6 antenna system.	1	$280.00	$280.00
Equipment and parts	1	$514.52	$514.52
Install DCERN antenna system.	1	$280.00	$280.00
Equipment and parts.	1	$526.92	$526.92
Install Starcomm (ETSB/DuComm) antenna system	1	$280.00	$280.00
Equipment and parts	1	$514.52	$514.52
Install ILEAS antenna system.	1	$280.00	$280.00
Equipment and Parts	1	$467.52	$467.52
Radio equipment move:			
Remove radio equipment from the equipment room in the old building and install in the new police station. Provide and run new wiring from the radio equipment room to the radio dispatch room. Wire up equipment to the console and radios, and test all equipment.	1	$560.00	$560.00
Materials	1	$47.60	$47.60
Motorola MIP5000 Windows 7 PC based console system.			
Motorola MIP5000 Console for radio dispatch. Console with	1	$14,497.0	$14,497.00

four (4) channel licenses, also included are three (3) tone Gateways and one (1) Digital Gateway to connect the current radio base stations and one CUSTOMER SUPPLIED APX7500 mobile with remote mount 05 control head for use on the DuPage Starcom system. Motorola MIP5000 certified PC with Windows 7, Instant Recall Recorder software and license, sound card, PC speakers, desk microphone, footswitch, headset jack box and a 17" non-touch monitor. The console shall have the capacity to be upgraded to 48 channels if future needs call for more radio units.		0	
Installation of console equipment	1	$2,240.00	$2,240.00
Warranty:			
All provided equipment shall be covered by a one year parts and labor manufacturer's warranty for all defects in material and workmanship under normal use and service.	1	$0.00	$0.00
Exclusions from Warranty:			
Defects or damage resulting from use of the product in other than its normal and customary manner and defects or damage from misuse, accident, water, or neglect.			
Optional Maintenance:			
For years 2 through 5		$1,950 per year	
For years 2 through 5 - discounted price if purchased at time of equipment purchase.		$1,755 per year	
Contract Sum			$39,326.55

The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The City, as a home-rule unit of local government, hereby exercises its power pertaining to its government and affairs under Article VII, Section 6 of the 1970 Illinois Constitution to alter the applicable time periods and requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*) in order to save taxpayer funds. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination as follows:

Fifty percent (50%) of the Contract Sum upon execution of this Contract;
Thirty percent (30%) of the Contract Sum upon installation of the equipment specified above;
Twenty percent (20%) of the Contract Sum upon completion of all work and acceptance of the Work by the City.

The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3. CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule. The Contractor shall commence the

work expeditiously after the date the City gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required certificates of insurance to the City. The Contractor shall complete the work within thirty **(30) calendar days** after the issuance of by the City of a Notice to Proceed or in the absence of a notice to proceed, sixty **(60) calendar days** following the delivery of the executed Contract, the required certificates of insurance to the City, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the City in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the City and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the City:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: Amy L. Marrero, Interim City Administrator

B. If to Contractor:

Radco Communications, Inc.
570 Windy Point Drive
Glendale Heights, IL 60139
Attn: Donald Nolde, President

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the

date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 **Obligations Survive.** The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 **Successors and Assigns.** The City and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 **Independent Contractor.** The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 **Work of Other Contractors.** The City reserves the right to execute other agreements in connection with the project. The Contractor shall cooperate with the employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the employees and representatives of the City, any contractor or consultant retained by the City.

4.10 **Non-Assignment.** The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the City and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

4.11 **Right to Audit.** The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 **Entire Agreement.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

(a) Contract
(b) Contractor's Certification
(d) General Conditions
(e) Special Provisions
(f) Specifications
(g) Baseline Project Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

(1) Specifications
(2) Special Provisions
(3) General Conditions
(4) Contract
(5) Contractor's Certification

4.13 **Amendments**. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of April 2015.

Contractor: Radco Communications, Inc.

By_____
Donald Nolde, President

ATTEST:

By:_____
Donald Nolde, Secretary

Executed by the City, this ____ day of April 2015.

City: City of Oakbrook Terrace

ATTEST:

By_____
Tony Ragucci, Mayor

By_____
Dennis Greco, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

Radco Communications, Inc.

By_____
Donald Nolde, President

CITY OF OAKBROOK TERRACE

DUPAGE COUNTY, ILLINOIS

GENERAL CONDITIONS AND SPECIAL PROVISIONS

FOR

NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CITY OF OAKBROOK TERRACE
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181

GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these General Conditions or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these General Conditions or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Addendum. A supplement to the bidding documents, issued prior to the bid opening, for the purpose of clarifying, correcting or otherwise changing the bidding documents previously issued.

101.03 Architect. Architect means a person who is licensed as an architect by the Department of Financial and Professional Regulation, State of Illinois.

101.04 Architect/Engineer. The Architect/Engineer is the firm, and its consultants that prepare the bidding documents and have certain construction phase duties under contract to the City.

101.05 Calendar Day. Every day shown on the calendar.

101.06 Cataclysmic Event. An occurrence caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable of substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capability of a river, stream or other body of water, is not a cataclysmic event unless the floodwater elevation exceeds the 100-year flood elevation as defined in the Contract.

101.07 Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The Contract includes the Contract, General Conditions, Special

Provisions, Specifications, Drawings, and any agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.8 Contract Bond. The approved form of security furnished by the Contractor and its surety as a guaranty that the Contractor will execute the work according to the terms of the Contract.

101.9 Contract Time. The number of calendar days allowed for completion of the Contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the Contract shall be completed on or before that date.

101.10 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the City for performance of prescribed work.

101.11 Change Order. A change order is a written change in a Contract term, other than as specifically provided for in the Contract, which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the Contract or the time to completion.

101.12 City. The City of Oakbrook Terrace, Illinois.

101.13 City Administrator. The City of Oakbrook Terrace, Illinois City Administrator or a person appointed to act in the capacity of the City Administrator.

101.14 Construction Manager. The Construction Manager is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a construction management contract with the City.

101.15 Consultant. A consultant is any individual, firm, partnership, corporation or other entity that enters into an agreement with either the Construction Manager or the City for purposes of assisting the City in the construction of the Project or fulfilling, or assisting the Construction Manager in fulfilling the services required by the Agreement between the Construction Manager and the City.

101.16 Contract Documents. The contract documents are composed of these documents that are incorporated by this reference into and form a part of the Contract:

A. Contract
B. General Conditions
C. Special Provisions
D. Specifications
E. Drawings
E. Performance Bond
F. Labor and Material Payment Bond
G. Any approved Modifications (Change Orders) to the Contract

101.17 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.18 Engineer. Engineer means a person who is licensed as a professional engineer or a structural engineer by the Department of Financial and Professional Regulation, State of Illinois.

101.19 Extra Work. An item of work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the City Administrator.

101.20 Fabricator. A fabricator is a party that assembles specified material and equipment off-site for a non-standard manufactured product to be incorporated into the work.

101.21 Final Acceptance. A condition that occurs when the City accepts the certification of the Architect/Engineer that the Contractor has complied with all requirements of its Contract and that the Contractor is authorized to receive final payment in full, including all retainage.

101.22 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.23 Modification. A modification is a written change order to the Contract.

101.24 Special Provisions. Additions and revisions to the General Conditions covering conditions peculiar to an individual Contract.

101.25 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities and the quality of materials to be furnished under the Contract.

101.26 Stored Materials. Stored Materials are materials purchased by a Contractor that are ready to be installed and that are either stored on or off the site.

101.27 Subcontractor. An individual, firm, partnership, or corporation who furnishes any goods or services of any kind under a subcontract entered into with the Contractor.

101.28 Substantial Completion. A condition that occurs when the City accepts the certification of the Architect/Engineer that construction is sufficiently complete in accord with the Contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the City for its intended purpose.

101.29 Suppliers. A supplier is any individual, firm, partnership, corporation, joint venture, or other entity who furnishes only goods produced off-site that will be incorporated into the work by others.

101.30 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

101.31 Work. The work comprises the complete construction required by the contract documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction. The City Administrator will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the Contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

102.01.01 Shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the construction;

102.01.02 Conclusively assures and warrants to the City that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the work;

102.01.03 Agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

102.01.04 Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the Contract requirements.

102.02 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the City. The Contractor shall certify the following:

(a) **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

(b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

(c) **Educational Loan.** The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

(d) **Employment Security Taxes.** The Contractor shall certify that it is not delinquent in any obligation to the Illinois Department of Employment Security.

(e) **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:

(1) Publishing a statement:

(a) Notifying employees that the unlawful manufacture, distribution, dispensation, 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 contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the 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 of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance program; and

(d) The penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by subparagraph 102.02 (e)(1) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

(4) Notifying the City within ten (10) days after receiving notice under subparagraph 102.02 (e)(1)(c)2 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 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is 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 this section.

(f) **Prohibited Interest in Contract.** The Contractor shall certify that:

(1) No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor, or

(2) If the Contractor's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than

one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

(f) **Gift Ban.**

(1) The Contractor shall certify that no officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

(g) **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(h) **Patriot Act.** The Contractor shall certify 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 and 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.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City in writing within seven (7) days.

102.03 Contract Bond. If the Contract exceeds $50,000, the Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the Contract as the penal sum. *(See the Public Construction Bond Act [30 ILCS 550].)* The surety shall be acceptable to the City, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the City. The City shall have sole discretion to determine acceptability of bonds.

102.03.01 Acceptability of Surety. The Contract Bond shall be issued by a surety that meets all of the following standards:

102.03.01.01 Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V" or higher;

102.03.01.02 Is duly licensed in the state of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

102.03.01.03 Does not have a history of unacceptable performance related to the City's claims;

102.03.01.04 Is listed in current U.S. Treasury Circular 570; and

102.03.01.05 Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

102.03.02 Unacceptable Performance of a Surety. Unacceptable performance of a surety, related to the City's claims, may consist of one or more of the following:

102.03.02.01 Failure to abide by the terms of the bond;

102.03.02.02 Failure to respond to the City's termination notice within ten (10) working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

102.03.02.03 Failure to begin completion work at the construction project site within fifteen (15) calendar days of the execution of the takeover agreement, absent material factors beyond the control of the surety which delay commencement and the surety's demonstration of good faith efforts to begin work as soon as possible;

102.03.02.04 Failure to respond to the City's communications within a reasonable time;

102.03.02.05 Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein;

102.03.02.06 Failure to pay suppliers, subcontractors, and claims on a timely basis;

102.03.02.07 Failure to utilize properly the City's procedures and forms as required;

102.03.02.08 Failure to work cooperatively and in good faith with the City;

102.03.02.09 Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

102.03.03 Signatures. The Contract Bond shall contain original signatures in ink of the Contractor and an officer of the surety, including a notary statement authenticating signatures and appropriate power of attorney of the surety.

102.03.04 Rights to Bonds. No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than the City.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the Contract is to prescribe a complete outline of work that the Contractor undertakes to do in full compliance with the plans and specifications. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete the work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the Contract, and shall include the cost of these items in the prices bid for the work.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work.

104.02.01 The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily.

All change orders shall be made in writing. Such changes in quantities, alterations and extra work shall not invalidate the Contract nor release the surety. The Contractor shall perform the work as altered. If the alterations or changes significantly change the character of the work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Administrator may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Administrator before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. Claims for extra work that have not been authorized in writing by the City Administrator will be rejected. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

104.02.01.01 All increases in work of the type that appear in the Contract as pay items accompanied by unit prices shall be paid for at the Contract unit prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the unit bid prices. No allowance will be made for delays or anticipated profits.

104.02.01.02 Extra work which is not included in the Contract as pay items at unit prices and is not included in other items of the Contract will be paid for according to Article 109.04.

104.02.01.03 In cases where the City cancels or alters any portion of the Contract items, items that are partially completed shall be paid for as specified in Article 109.05.

104.02.02 All change orders less than $20,000 may be approved by the City Administrator All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a Contract by a total of $10,000 or more, but less than $20,000, and the time of completion by a total of less than thirty (30) days shall require the City Administrator to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or (2) the change is germane to the original Contract as signed, or (3) the change order is in the best interest of the City. All change orders or series of change orders which authorize or necessitate an increase or decrease in either the cost of a Contract by a total of $20,000 or more or the time of completion by a total of thirty (30) days or more shall require the City council to make a determination, in writing that (1) the circumstances

said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or (2) the change is germane to the original Contract as signed, or (3) the change order is in the best interest of the City.

104.02.03 If a change order authorizes or necessitates any increase in the Contract price that is fifty percent (50%) or more of the original Contract price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price, then the portion of the Contract that is covered by the change order must be resubmitted for bidding in the same manner for which the original Contract was bid.

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the construction manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the construction manager will investigate the conditions, and if the construction manager determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The construction manager will notify the Contractor of its determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No Contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in Contract Time because of such change or changes will be made according to the provisions of Article 108.10.

104.04 Final Clean Up. Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials and equipment; and all parts of the work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of City Administrator. All work of the Contract shall be completed to the satisfaction of the City Administrator. The decision of the City Administrator shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and work, the manner of performance, acceptable rates of progress on the work, the interpretation of the Contract and specifications, the fulfillment of the Contract, the measurement of quantities and payment under the Contract, and the determination of the existence of changed or differing site conditions.

The City Administrator will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the City Administrator. The work may also be suspended at the Contractor's risk for such periods, as the City Administrator may deem necessary, due to unsuitable weather, for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the City Administrator to provide the Contractor with direction or advice on how to do the work. If the City Administrator approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the City.

In case of failure on the part of the Contractor to execute work ordered by the City Administrator, the City Administrator may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize work or approve changes that do not increase the amount payable to the Contractor or do not extend the Contract Time may be exercised by a written change order of the City Administrator. Authority to increase the amount payable to the Contractor or to extend the Contract Time may only be exercised by written change order signed by the City Administrator and authorized by a due and proper vote of the City Council.

105.02 Conformity with Contract. Notwithstanding any other provision herein, the Contractor shall perform all of its work in conformity with the standards of reasonable care and skill of its trade. The Contractor shall be responsible for the performance of persons retained by the Contractor and represents that its consultants, subcontractors, agents, employees and officers shall possess the experience, knowledge and character to properly perform their duties. All work performed and all materials furnished shall be in conformity with the Contract. All work or material that does not conform to the requirements of the Contract or which is not performed in conformity with the standards of reasonable care and skill of its trade will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause and unacceptable material, shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept work produced by the Contractor if the City Administrator finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the Contract. In this event, the City Administrator shall document the basis of acceptance by Contract modification that may provide for an appropriate adjustment in the Contract Price for such work or materials, as the City Administrator deems necessary, to conform to the determination. The determination of the City will be based on the best engineering judgment of the City Administrator and shall be final and binding. Work done contrary to instructions given by the City Administrator or any extra work done without written approval given by the City Administrator will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Administrator made under the provisions of this Article, the City Administrator will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the City Administrator, the construction manager, appointed inspectors and other contractors in every way possible. The Contractor shall coordinate the work of

its employees and subcontractors, submit scheduling information to the Construction Manager and comply with the master project schedule, and transmit all submittals and notices to Construction Manager in accordance with the Contract. Under the administration of the Construction Manager, the Contractor shall coordinate its work with that of other Contractors and others performing work on the project. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the construction manager or authorized representatives.

105.04 Inspection of Work. All materials and each part or detail of the work shall be subject at all times to inspection by the City Administrator. Such inspection may include any material furnished under the General Conditions and Special Provisions. The City Administrator shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the City Administrator requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the General Conditions and Special Provisions. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, will be at the Contractor's expense.

105.05 Final Completion. Upon due notice from the Contractor of completion of the entire project, the City Administrator will make an investigation to determine if the work is complete. If all construction provided for and contemplated by the Contract is found satisfactorily completed according to all of the requirements of the Contract, the City Administrator will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any work, in whole or in part as being unsatisfactory, the City Administrator will give the Contractor the necessary instructions for correction of same; and the Contractor shall immediately comply with such instructions. Upon correction of the work, another investigation will be made. Provided the work has been satisfactorily completed, the City Administrator will notify the Contractor, in writing, that the work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the work shall be supplied from the source specified in the General Conditions and Special Provisions and meet all quality requirements of the Contract. All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the Contract at the time they are used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the City Administrator. If in place, they shall be removed by the Contractor at its expense and replaced with acceptable materials. No rejected material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the City Administrator pursuant to the provisions of this Article, the City Administrator shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, codes, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work. No plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information.

107.06.01 It is anticipated that the City will disclose to the Contractor or that the Contractor will have access to certain proprietary information, which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Confidential Information"). The disclosure of Confidential Information shall not be construed to grant to Contractor any ownership or other proprietary interest in the Confidential Information. The Contractor does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure. The Contractor shall keep all Confidential Information concerning the project confidential, except for communications incident to its work performed on the project between the City, the Contractor and its subcontractors, suppliers, and sub-consultants, and except for publicity approved by the City and communications in connection with filings with governmental bodies having jurisdiction over the design and construction of the project. The Contractor shall employ diligent efforts to maintain the secrecy and confidentiality of all Confidential Information. The Contractor will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any Confidential Information or any other information concerning the business, work, finances or operations of the City except as expressly authorized by the City. The Contractor shall treat such Confidential Information at all times as confidential, provided, however, that the Confidential Information may be disclosed only for purposes of the performance of the work to employees of the City or Contractor with a need to know for purposes of the performance of the work hereunder. The Contractor acknowledges that each of the following can contain Confidential Information of the City and that the disclosure of any of the following by the Contractor without the City's express authorization would be harmful and damaging to the City's interests:

107.06.01.01 Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases which are not otherwise known to the public;

107.06.01.02 All information relating to the Work being performed by Contractor under this Contract regardless of its type or form that is not known to the public;

107.06.01.03 All plans, drawings, specifications of any City facility;

107.06.01.04 Financial information, emergency response and homeland security information and law enforcement records which are not known to the public;

107.06.01.05 Law enforcement reports and records;

107.06.01.06 All information provided to the Contractor by the City pursuant to the terms of this Contract.

107.06.02 This itemization of Confidential Information is not exclusive, as there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, electronic memory, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through the Contractor's employees, their spouses, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

107.06.03 The Contractor shall have no obligation to keep confidential any Confidential Information disclosed hereunder, which Contractor can demonstrate by clear and convincing evidence: (a) was rightfully in Contractor's possession before receipt from the City other than through prior disclosure by the City; or (b) is or becomes a matter of general public knowledge through no breach of this Contract; or (c) is rightfully received by Contractor from a third party without an obligation of confidentiality; or (d) is independently developed by the Contractor; (e) is disclosed under operation of law, governmental regulation, or court order, provided Contractor first gives the City notice and a reasonable opportunity to secure confidential protection of such Confidential Information.

107.06.04 Upon termination of this Contract or earlier at the City's request at any time, Contractor shall (a) immediately cease using the Confidential Information, and (b) promptly deliver to the City all tangible embodiments of the Confidential Information.

107.06.05 In the event of breach of the confidentiality provisions of the Contract, it shall be conclusively presumed that (1) irreparable injury would result to the City, and (2) 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 Contract. The City is 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 the Contract survive the termination or performance of the Contract.

107.07 Workers' Compensation Insurance. Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Prior to the approval of its Contract by the City, the Contractor shall furnish to the City certificates of insurance covering Workers' Compensation, or

satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the Workers' Compensation Act of the State of Illinois, as amended.

107.07.01 **Self-Insurance.** Notwithstanding the rating and financial size categories stated in Section 107, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Financial and Professional Regulation, Division of Insurance. For evidence of approval, the Contractor shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

107.07.02 **Employers' Liability.** Employers' liability coverage shall be provided having the following limits of liability:

107.07.02.01 Each accident $1,000,000
107.07.02.02 Disease-policy limit $1,000,000
107.07.02.03 Disease-each employee $1,000,000

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

107.07.04 **Maintenance of Insurance.** Workers' compensation insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the General Conditions and Special Provisions. The maintenance of workers' compensation insurance or other protection, until acceptance of the work by the City, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been selected, or any other act which results in lack of protection under the said Workers' Compensation Act may be considered as a breach of the Contract.

107.07.05 **Waiver of Subrogation.** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

107.08.01 Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United State Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

107.08.02 Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the City Administrator. The Contractor may place no more than three (3) of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during periods of excessive unemployment.

107.08.03 This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the Veterans Preference Act, as amended (330 ILCS 55/1 *et seq.*):

107.09.01 In the employment and appointment to fill positions to perform work under the Contract, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

107.09.01.01 The veteran served a total of at least 6 months, or
107.09.01.02 The veteran served for the duration of hostilities regardless of the length of engagement, or
107.09.01.03 The veteran served in the theater of operations but was discharged on the basis of a hardship, or
107.09.01.04 The veteran was released from active duty because of a service connected disability and was honorably discharged.

107.09.02 Such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment;

107.09.03 No preference shall be given to veterans, not residents of the City, over residents thereof, who are not veterans.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

107.10.01 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

107.10.02 If it hires additional employees in order to perform the Contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

107.10.03 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

107.10.04 Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human

Rights; and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

107.10.05 Submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

107.10.06 Permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

107.10.07 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such or provisions of the Contract will be binding upon such subcontractor. In the same manner as with other provisions of the Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal

agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the Contract, and shall indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.14 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the City Administrator. The legal holidays will include:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Administrator with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the Contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the Contractor shall have complied with the requirements of the General Conditions and Special Provisions.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Administrator may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

107.16 Indemnification. The Contractor shall defend, indemnify, keep and save harmless, the City and its city council members, officers, agents and employees, in both individual and official capacities, the Architect/Engineer and its officers, agents and employees and the Construction Manager and its officers, agents and employees against all suits, claims, damages, losses and expenses, including attorneys' fees, which are the result of an error, omission or negligent act or willful act of the Contractor or any of its employees or agents arising out of or resulting from the performance of services under this Contract, except where such is due to the negligence of the party seeking to be indemnified. If any judgment shall be rendered against the City, its city council members, officers, agents or employees, the Architect/Engineer and its officers, agents and employees or the Construction Manager and its officers, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its city council members, officers, agents and employees, the Architect/Engineer its officers, agents and employees or the Construction Manager, its officers, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof may be retained by the City for said purpose or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. No inspection by the City, its employees or agents, the Architect/Engineer and its employees or agents or the Construction Manager, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of this Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this Contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. The Contractor shall have the duty to confirm that the terms of all insurance comply with the Contract. No action or failure to act on the part of the City shall constitute a waiver of any insurance requirement. Coverage limits shall be written at not less than the minimum specified in this Section 107.

107.17.01 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

107.17.01.01 The general aggregate limit shall be endorsed on a per-project basis.

107.17.01.01.01	$1,000,000 Bodily Injury per Person
107.17.01.01.02	$2,000,000 Bodily Injury Aggregate Limit
107.17.01.01.03	$ 500,000 Property Damage per Occurrence
107.17.01.01.04	$2,000,000 Property Damage Aggregate Limit
107.17.01.01.05	$1,000,000 Combined, Single-Limit Coverage for bodily injury and property damage per occurrence and, in the same aggregate limit, will be accepted in lieu of the separate limits specified above.

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The City may accept a separate owner's protective liability policy in lieu of the City, its officers, and employees' being insureds on the Contractor's policies.

107.17.02 Commercial Automobile Liability. The policy shall cover owned, non-owned and hired vehicles. Coverage shall be at least as broad as Insurance Services Office form number CA0001 (Ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; or ISO form number CA 0001 (Ed. 12/90);

107.17.02.01 $ 500,000 Bodily Injury per Person
107.17.02.02 $1,000,000 Bodily Injury per Occurrence
107.17.02.03 $ 500,000 Property Damage per Occurrence
107.17.02.04 $1,000,000 Combined, Single-Limit Coverage for bodily injury and property damage per occurrence in the same aggregate limit will be accepted in lieu of the separate limits specified.

107.17.03 Umbrella or Excess of Loss Coverage. If the limits specified in Article 107.17.01 and 107.17.02 are not met, the Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by an Umbrella or Excess Liability policy. For contracts in excess of $50,000, the Contractor shall provide an Umbrella or Excess Liability policy of not less than $5,000,000 over the Comprehensive Automobile Liability and Commercial/Comprehensive General Liability coverages. All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

107.18 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

107.19 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers;

or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.20 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

107.20.01 General Liability and Automobile Liability Coverages.

107.20.01.01 The Contractor's insurance coverage shall be primary as respects the City, its officials and employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees. Any insurance or self-insurance maintained by the City, its officials and employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees shall be in excess of Contractor's insurance and shall not contribute with it.

107.20.01.02 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials and employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees.

107.20.01.03 The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

107.20.01.04 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials and employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees as additional insureds.

107.20.01.05 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.20.02 All Coverages. Each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

107.21 Failure to Maintain. It shall constitute a material breach of the Contract if the Contractor does not maintain the insurance required by this Contract. If the City determines at any time that the Contractor's insurance does not meet the requirements set forth herein, the City shall provide prompt notice to the Contractor and, in its sole discretion, may take measures to protect itself and the public from the effect of the Contractor's breach. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

107.22 Evidence of Insurance.

107.22.01 The Contractor shall file with the City evidence of complete coverage of all insurance required bearing the original signature of the insurance company's agent authorized by that insurer to bind coverage on its behalf. Acceptable evidence of insurance is (electronic copies will be accepted):

107.22.01.01 A binder or certificate of insurance with original endorsements affecting coverage, or

107.22.01.02 The complete insurance policy with original endorsements affecting coverage.

107.22.02 The Contract will not be executed by the City until acceptable evidence of coverage is on file with the City. The Contractor shall, at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. The City may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

107.22.03 The certificate of insurance and endorsements shall be on forms provided by the City and are to be received and approved by the City before any of the Contractor's work commences. The City reserves the right to request full, certified copies of the insurance policies. If requested, the Contractor shall promptly furnish the City with the full, certified copies of the insurance policies and endorsements requested. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

107.23 Additional Insureds. Other than the Workers' Compensation policy, the City, its officials and employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees shall be covered as additional named insureds (Exhibit D) for occurrences arising, in whole or part, out of the Work and operations performed by the Contractor, including, but not limited to, activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limits on the scope of the protection afforded to the City, its officials or employees, the Architect/Engineer, its officers and employees, the Construction Manager and its officers and employees. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B).

107.24 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

107.25 Acceptability of Insurers. The City shall exercise sole discretion to determine the acceptability of the Contractor's insurance carriers as of the time of Contract execution. Subsequent to execution, if the Contractor chooses to change carriers, the City's approval is required. The insurance carriers used by the Contractor shall have a minimum insurance rating of A and a financial rating of VII according to the Best's Key Rating Guide, shall be duly licensed to do business in the State of Illinois by the Illinois Department of Insurance, not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance and not have a history of unacceptable performance related to claims involving the City or on City projects.

107.26 Unacceptable Performance of Insurance Company. Unacceptable performance of an insurance company related to claims involving the City or on City projects may consist of one or more of the following:

107.26.01 Failure to abide by the requirements of the applicable contract for projects or the applicable bidding documents;

107.26.02 Failure to respond to the City's communications within a reasonable time;

107.26.03 Failure to acknowledge receipt of a claim within thirty (30) calendar days;

107.26.04 Failure to investigate and respond to a claim within sixty (60) calendar days;

107.26.05 Unjustified denial of coverage or reservation of rights to deny coverage for claims;

107.26.06 Failure to pay meritorious claims on a timely basis;

107.26.07 Failure to work cooperatively and in good faith with the City;

107.26.08 Failure to provide the City with requested documentation within a reasonable time, including but not limited to, insurance policies, inspection reports, certificates, binders, and general correspondence.

107.27 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Contract.

107.28 Contractor Safety Responsibility. Nothing in the Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the City, and the officers and employees of the City, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the City that a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor agrees to require this workplace safety guarantee of all subcontractors according to Article 108.01, and expressly to require the City to be a third-party beneficiary of each guarantee.

107.29 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all work of the Contract, including work added to the Contract shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work as completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the Contract and shall bear all the expense and costs to do so except when the City Administrator determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the City Administrator determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and City understand and agree that the definition of what

constitutes a cataclysmic event cannot be written with precision and that application of this exception can be the subject of dispute. Therefore, the Contractor and City agree that the City Administrator shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the City Administrator shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the Contract, for any or all expenses or costs in the absence of the affirmative determination by the City Administrator as to coverage by this exception and the amounts eligible for reimbursement; and the Contractor agrees that the application or denial of the application of this exception shall not be cause for action in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, and hereby waives the same.

107.30 Personal Liability of Public Officials. In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the City Administrator thereby, there shall be no personal liability upon the City Administrator or authorized representative, it being understood in such matters that they act as agents and representatives of the City. By entering into the Contract with the City, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of the Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the City, its officers, and employees on account of action or suit in violation of this Article.

107.31 No Waiver of Legal Rights. The City shall not be precluded or stopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor; or from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; or the work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the City of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

107.32 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust-control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.33 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

107.34 Public Works Employment Discrimination Act. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the City. The Contractor, subcontractor, nor any person on his or her behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the City on account of

race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Contractor by the City, under the Contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

107.35 Conflicts of Interest. The Contractor has disclosed and is under a continuing obligation to disclose to the City, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit the Contractor from having or continuing the Contract, including those which may conflict in any manner with any of the Contractor's obligations under this Contract. The Contractor shall not employ any person with a conflict to perform under this Contract. A conflict of interest exists if:

107.35.01 Shareholder, director, officer member or partner of the Contractor (i) holds an elective office in City; (ii) is an appointed officer or employee of the City;

107.35.02 A City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest.

107.35.03 Solicitation of City Employees. The Contractor shall notify the City Administrator if it solicits or intends to solicit for employment any of the City's employees during any part of the procurement process or during the term of the Contract and shall notify the City's Mayor if it solicits or intends to solicit for employment the City Administrator during any part of the procurement process or during the term of the Contract.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the City Administrator. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total Contract cost, and with materials purchased or produced by the Contractor. The City Administrator may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the Contract and bonds. All transactions of the City Administrator shall be with the Contractor. The Contractor shall have a representative on the job at all times when either Contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the Contract minimum wage requirements. The Contractor shall permit City representatives to examine the subcontract agreements upon notice. The City Administrator may order the Contractor to remove a subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the subcontractor for any further work under the Contract. All subcontractors shall be licensed with the City as a condition for approval to perform work on the Contract.

108.02 Progress Schedule. After the award of the Contract and prior to starting work, the Contractor shall submit to the construction manager a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work and how the Contractor proposes to complete the various items of work before the completion date specified in the Contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the construction manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the Contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the construction manager will select the controlling item of work for the purpose of charging working days. When the Contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the construction manager will select the controlling item of work for the purpose of checking the progress of the work. The construction manager will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this Contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall begin the work to be performed under the Contract not later than ten (10) days after the execution of the Contract by the City, unless otherwise provided in the Contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Administrator at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all work subject to the date on or before the specified completion date.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Administrator, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Administrator, be removed at once by the Contractor or subcontractor employing such person and shall not be employed again in any portion of the work without the approval of the City Administrator. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City Administrator may suspend the work by written notice until such orders are complied with.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Administrator as satisfactory to accomplish the Contract work in conformity with the requirements of the Contract. When the Contract specifies that the construction be performed by the use of certain methods and

equipment, such methods and equipment shall be used unless others are authorized by the City Administrator. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the City Administrator to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the City Administrator determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the City Administrator may direct. No change will be made in basis of payment for the construction items involved or in Contract Time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Work Time Restrictions. Except in connection with public health, safety or the protection of persons, the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours; and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the City Administrator's written permit given after prior written application. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work, including, but not limited to, the erection (including excavation), demolition, alteration or repair of any building shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays. The City Administrator's permit may be granted for a period not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues. If the City Administrator should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the City certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the City's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the City's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the Contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. (*See* Exhibit F). The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in the Contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the City shall apply to the Contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each subcontractor shall make and keep, for a period of not less than three (3) 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 period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the City. (*See Exhibit G*). The certified payroll shall consist of a complete copy of the records. 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; and

(iii) The Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the Contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the City or the Department of Labor.

108.09 Suspension of Work. The City Administrator shall have authority to suspend the work in whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, due to emergencies and when the Contractor does not comply with the Contract or orders of the City Administrator. The Contractor shall immediately comply with orders to suspend or resume work. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed and take all reasonable steps to minimize the costs associated with the work affected by such suspension. The Contractor shall not suspend work without written authority from the City Administrator.

In case of emergencies (as determined by the City) involving public health or public safety or to protect against further loss or damage to City property or to prevent or minimize serious disruption of City services or to insure the integrity of City records, the City may cause work to be performed without prior notice to the Contractor or its surety.

The period of suspension shall not count against the time of performance established in the Contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article108.10. Except as provided herein below for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the City Administrator in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the City

Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

108.10 Determination and Extension of Contract Time.

108.10.01 Time is of the essence, and completion of the work by the completion date is an essential part of the Contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

108.10.01.01 Conduct or lack of conduct by the City or its consultants, representatives, officers, agents or employees; or delay by the City in making the site available, or in furnishing any items required to be furnished to the Contractor by the City;

108.10.01.02 War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;

108.10.01.03 Fires;

108.10.01.04 Epidemics;

108.10.01.05 Strikes or other labor disruptions extending in duration more than five calendar days;

108.10.01.06 Material delivery;

108.10.01.07 Cataclysmic events,

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the City in writing within seven (7) calendar days of the commencement of each such delay requesting an adjustment; and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a

final completion date, and completion date plus working days contracts shall be governed by these provisions.

108.10.02 The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its subcontractors or sub-subcontractors of any tier. After the Contractor has filed a request for an extension of time, the City will notify the Contractor, in writing, whether or not such extension will be approved. The City Administrator will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

108.10.03 Extensions of time granted for reasons or events beyond the reasonable control of the Contractor shall be the sole and exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the Contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the Contract, or unless such extension of time is required as a result of an act or omission of the City. The Contractor shall not be entitled to payment or compensation of any kind from City for any alleged damages, costs or expenses whatsoever, including but is not limited to, costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. The Contractor shall not be entitled to recover from City and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the Work.

108.11 Failure to Complete the Work on Time.

108.11.01 Time is of the essence to the Contract. Should the Contractor fail to coordinate, schedule and manage its work on the Police Facility so that Substantial Completion of the Police Facility is not achieved on or before Three Hundred Sixty-Five (365) calendar days following the Date of Commencement of Construction of the Police Facility, fail to coordinate, schedule and manage the work of its subcontractors and others performing work under its Contract on the Police Facility so that Final Completion of the Police Facility is not achieved on or before Three Hundred Ninety-Five (395) calendar days following the Date of Commencement of Construction of the Police Facility, fail to coordinate, schedule and manage its work so that Substantial Completion of the renovation of City Hall is not achieved on or before One Hundred Twenty (120) calendar days following the Date of Commencement of Construction of the Renovation of City Hall or fail coordinate, schedule and manage the work of its subcontractors and others performing work under its Contract on the renovation of City Hall so that Final Completion of the renovation of City Hall is not achieved on or before One Hundred Fifty (150) calendar days following the Date of Commencement of Construction of the Renovation of City Hall or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the amount of One Thousand Dollars ($1,000.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the Contract Time or such extended time as may have been allowed. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs.

108.11.02 The liquidated damages are understood to be a fair and reasonable estimate of the costs of delay that will be borne by the City during extended and delayed performance by the Contractor of any work that prohibits the City's use of the facility or occupation of the premises. The liquidated damage amount specified will accrue and be assessed until the work is substantially complete or, as it relates to final completion, during the completion of any final punch list items. The City will deduct these liquidated damages from any monies due or to become due to the Contractor from the City. The daily charge shall be made for every day shown on the calendar beyond the specified completion date. The acceptance of or payment for any portion of the work, substantial completion of a portion of the work or occupancy by City, or the City's requiring or allowing the Contractor to complete the work shall not constitute a waiver of the Contractor's obligation to pay liquidated damages. The City's right to recover liquidated damages is in addition to and not a substitute for any other rights and remedies provided under the Contract or by operation of law including, but not limited to, any right of recovery for additional costs incurred to complete the work, should the Contractor fail to do so. The City's right to recover liquidated damages shall not be a substitution for or bar to recovery of any additional compensation the City may be obliged to pay the Architect/Engineer or other contractors for other work on the project caused by Contractor's delay or other failure to perform.

108.11.03 **Additional Costs/Claims of Other Parties.** The City's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the project, should the Contractor fail to do so. The Contractor shall reimburse City for all additional costs of the Architect/Engineer's, Engineer's or Consultant's services resulting from the Contractor's failure to satisfactorily complete the work within the Contract Time. The City's right to recover liquidated damages shall not be a substitution for or bar to recovery of any additional compensation the City may be obliged to pay any Contractors for other work caused by Contractor's delay or other failure to perform.

108.11.04 **Other Rights and Remedies.** The rights and remedies of the City herein provided are in addition to any other rights and remedies provided under the Contract or by operation of law.

108.12 Default on Contract. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the City Administrator, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the City Administrator or otherwise fails to conform to the terms of the Contract, the City Administrator shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required the City shall, upon written certificate from the City Administrator of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the Contract, or the City may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The termination shall be without prejudice to any other remedy the City may have.

108.12.01 The Contractor shall stop work and vacate the construction site immediately upon

termination of its rights under the Contract. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which the City has paid, wherever stored, without the written consent of the City. Any materials stored off-site, and which have been paid for by the City shall be immediately delivered to the City or its designated representative upon request. The City reserves the right either to have the materials delivered to the site and deduct the cost of the delivery from the Contract balance or to abandon the materials and deduct the cost of the materials from the Contract balance. The Contractor shall deliver to the City, copies of all drawings, specifications, estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the City. The City may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Contractor.

108.12.02 When the City calls upon the Surety to complete the work, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work under the Contract and employ by contract or otherwise any person or persons satisfactory to the City to finish the work without termination of the contract. Should the City and the Surety be unable to agree on a contractor within fourteen (14) calendar days, the City may select a contractor. Such employment shall not relieve the Surety of its obligations under the Contract and the bond. Payments covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim.

108.12.03 If within ten (10) calendar days the surety fails to act on the City's demand to complete the work, the City may take over the work and take possession of all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the work as the City may deem expedient by contract publicly advertised or otherwise. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

108.12.04 The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the City by reason of such breach, refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the City Administrator will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the City and shall pay the difference to the City on demand. The City reserves the right to recoup any or all previous payments, or deduct from payments due the Contractor, then or thereafter, for the cost of correcting such deficiencies with a completing contractor and including, but not limited to, the cost of additional Architect/Engineer services or Construction Management services made necessary by such failure to perform. If the City's expenses in completing the Contract exceed the unpaid balance or the Contract sum, the Contractor shall pay the difference to the City.

108.12.05 If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.12.06 The Contract may be terminated by the Contractor if the City fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Contractor notifies the City in writing, by certified mail, return receipt requested, thirty (30) days prior to the proposed termination date and provided further that the City shall have the right to cure any default within said notification period.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the Contract have been completely performed on the part of the Contractor and all parts of the work have been approved by the City Administrator and accepted by the City according to the Contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that it is either in the best interest of the City, or for reasons beyond either City's or Contractor's control, the Contractor is prevented from proceeding with or completing the originally contracted work, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. Upon receipt of notice of termination, the Contractor shall stop all work on the Contract except for work the City directs in writing to be completed. The Contractor shall deliver to the City all tools, appliances, construction equipment and machinery, materials and equipment to be furnished by the Contractor in the performance of its work under this Contract for which the City has paid.

When the Contract, or any portion thereof, is definitely terminated or cancelled and the Contractor released before all items of work included in its Contract have been completed, the Contractor shall be compensated for its work performed prior to the termination date for the actual number of units of items of work completed at Contract prices, or as specified in Article 109.06 for partially completed items. No claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the Contract prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the City Administrator and that are not incorporated in the work may, at the option of the City Administrator, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the City Administrator. The City reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the Contractor, in order to establish a fair and reasonable amount of final compensation. Termination of a Contract as stated above will not relieve the Contractor or its surety of the responsibility of replacing defective work as required by the Contract.

108.15 Termination for Funding. The City's obligations hereunder shall cease immediately, without further payment's being required, in any year for which the city council of the City or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation. The City shall give the Contractor notice of such termination for funding as soon as practicable after the City becomes aware of the failure of funding.

SECTION 109. MEASUREMENT AND PAYMENT

109.01 Measurement of Quantities. All work completed under the Contract will be measured by the City Administrator.

109.02 Taxes. The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.03 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the City; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under Contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the work. The City Administrator shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

109.03 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed specifications for each class of work. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the City Administrator may, upon written order to the Contractor, eliminate such pay items from the Contract; and such action shall in no way invalidate the Contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.04 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the City Administrator is received, which authorization shall state the items of work to be performed and the method of payment for each item. No payment will be made for Work performed without such order.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) Lump Sum Price or Agreed Unit Prices. When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the City Administrator.

(b) Force Account Basis. When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said

labor and foremen are actually engaged in such work to which cost fifteen percent (15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

(2) Bond, Insurance, and Tax. For property damage, liability, and workers' compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) Materials. For materials accepted by the City Administrator and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the City Administrator, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the City. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the City Administrator with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and City Administrator. Payrolls shall be submitted to substantiate actual wages paid if so requested by the City Administrator.

b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and workers' compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the City Administrator not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived; and the City is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.05 Payment for Items Omitted When Partially Completed. Should the City cancel or alter any portion of the Contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate specified in Article 109.04, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the City Administrator shall be purchased from the Contractor by the City at actual cost and shall thereupon become the property of the City; or, at the option of the City Administrator, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.06 Partial Payments and Retainage. At least once each month, on or before the first day of the month, the Contractor shall submit to the construction manager an Application for Payment in an amount in the proportion to the labor performed by the Contractor in the preceding month bears to the total labor to be performed under the Contract and for the materials incorporated into the work. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the City Administrator. After fifty percent (50%) or more of the work is completed, the City Administrator may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted Contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract price, nor less than $500.00.

109.06.01 Trust Agreement. Upon the request of the Contractor and with the approval of the City Council, the amount retained may be deposited under a trust agreement with an Illinois bank of the Contractor's choice and subject to the approval of the City Council. The Contractor shall receive any interest on the amount deposited.

109.06.01.01 Requirements. Upon application by the Contractor, the trust agreement must contain, as a minimum, the following provisions:

109.06.01.01.01 The amount to be deposited subject to the trust.

109.06.01.01.02 The terms and conditions of payment if the Contractor defaults.

109.06.01.01.03 The termination of the trust agreement upon completion of the Contract.

109.06.01.01.04 The Contractor is responsible for obtaining the written consent of the bank trustee, and any costs or service fees shall be borne by the Contractor.

109.06.01.02 The trust agreement may, at the discretion of the City Council and upon the request of the Contractor, become operative at the time of the first partial payment in accordance with existing statutes, ordinances, and City procedures.

109.07 Partial Payment Documentation.

109.07.01 The Contractor shall supply and each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the City:

109.07.01.01 A duly executed and acknowledged sworn statement showing all subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-subcontractors;

109.07.01.02 Duly executed unconditional waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every subcontractor and suppliers of material or labor to release the City of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the City without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the City of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the City harmless from all claims of subcontractors, laborers, workers, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;

109.07.01.03 Certified payroll reports from the Contractor and each of its subcontractors. (*See* Exhibit G). The certified payroll shall consist of a complete copy of the records. 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; and

(iii) The Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

109.07.02 All waivers of lien must use the City's Waiver of Lien form and bear the signatures of the president or vice-president and secretary or assistant secretary of the Contractor, subcontractor or supplier submitting the waiver of lien. The corporate seal is not a required element;

109.07.03 A Waiver of Lien for the full amount of the payment is required from each Contractor, subcontractor or supplier with each application for payment;

109.07.04 Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the construction manager will result in the pay estimate's not being processed until the following month.

109.08 Payment approval. The City may withhold payments, in whole or in part, for a material breach of the Contract, including, but not limited to, the Contractor's failure to perform its work or meet the Project Schedule, failure to pay subcontractors, Suppliers or consultants and failure to adhere to terms of this Contract. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

109.09 Acceptance and Final Payment.

109.09.01 **Semi-Final Payment.** When the principal items of the work have been satisfactorily completed, a semi-final Application for Payment may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract price, nor less than $500.00.

109.09.02 **Final Payment.** Whenever the work provided for by the Contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the City Administrator, a final Application for Payment showing the value of the work will be prepared by the Contractor and submitted to the construction manager, all prior Applications for Payment upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final Application for Payment and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of the final Application for Payment, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor after the final approval of the work, thirty (30) days after approval of the final Application for Payment, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the City from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the City relating to or connected with the Contract.

109.10 Contract Claims. If the Contractor claims that additional payment is due under the terms of the Contract or for any other reason arising out of the performance of the Contract and the City has not agreed during the ordinary course of Contract administration that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the City is not afforded reasonable access by the Contractor to

complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived; and the City is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the City access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City, is found to have merit, the City will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the City finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a subcontractor founded upon the terms of the Contract or the actions and orders of the City Administrator without being first required to make payment to the subcontractor provided as follows: the Contractor makes written certification that the subcontractor is entitled to additional compensation; that the subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the subcontractor do not bar payment to the subcontractor. The written certification may authorize the subcontractor to present the subcontractor's claim directly to the City. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the subcontractor in favor of the Contractor. The Contractor's interest in the subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

109.10.01 Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the City to ascertain the basis and amount of the claim. All claims shall be submitted to the City Administrator. As a minimum, the following information must accompany each claim submitted:

(1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.

(2) The name of any City official or employee involved in or knowledgeable about the claim.

(3) The specific provisions of the Contract that support the claim and a statement of the reasons why such provisions support the claim.

(4) If the claim relates to a decision of the City Administrator that the Contract leaves to the City Administrator's discretion or as to which the Contract provides that the City Administrator's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the City Administrator.

(5) The identification of any documents and the substance of any oral communications that support the claim.

(6) Copies of any identified documents, other than state documents and documents previously furnished to the City by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).

(7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.

(8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.

(9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,
_____,_____,of_____,
(name) *(title)* *(company)*
hereby certifies that the claim for compensation and time, if any, made herein for work on this Contract is a true statement, fully documented and supported under the Contract between the parties.

Dated _____

/S/_____

Subscribed and sworn before me this _____ day of_____ 20____

_____
Notary Public
My Commission Expires_____

109.10.02 Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the City to have access to those records and any other records as may be required by the City to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

109.10.03 Audit. All claims filed against the City shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the City or by an auditor under contract with the City. The audit may begin at any time during the life of the Contract, or on twenty (20) calendar days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) calendar days after the final payment date of the Contract. The Contractor, subcontractors or agents shall provide adequate facilities acceptable to the City, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including, but not limited to, the following documents:

(1) Daily time sheets and supervisor's daily reports.
(2) Union agreements.
(3) Payroll records including tax, insurance, welfare, and benefits records.
(4) Material invoices and requisitions.
(5) Material cost distribution worksheet.
(6) Equipment records (list of company equipment, rates, etc.).
(7) Vendor's, rental agencies', subcontractor's, and agent's invoices.
(8) Subcontractor's and agent's payment certificates.
(9) Cancelled checks (payroll and vendors).

(10) Job cost report.
(11) Job payroll ledger.
(12) General ledger.
(13) Cash disbursements journal.
(14) Financial statements for all years reflecting the operations on the Contract involved.
(15) Depreciation records on all company equipment.
(16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
(17) All documents including pricing books and bid documents that relate to each and every claim, together with all documents that support the amount of damages as to each claim.
(18)Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials equipment, subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

109.10.04 Time of Submission. All claims submitted according to this Article shall be filed not later than six (6) months after the Contractor provides final quantities to the City according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

109.10.05 Procedure. The City provides two administrative levels for claims review.

Level I City Administrator
Level II City Council

All claims shall first be submitted at Level I. The City Administrator shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The City Administrator may schedule a claim presentation meeting if, in the City Administrator's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the City Council within forty-five (45) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the City Council determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue of the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois. The City Council's written decision shall be the final administrative action of the City. Unless the Contractor files a claim for adjudication by the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois, within sixty (60) days after the date of the City Council's written decision, the failure to file shall constitute a release and waiver of the claim.

109.10 .06 Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the Contract, and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the City under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the City. The Contractor and all subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the City for the recovery of any funds paid by the City under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

SPECIAL PROVISIONS

The following special provisions supplement the General Conditions and shall govern the work. In case of conflict with any part or parts of said General Conditions, the Special Provisions shall take precedence and shall govern.

SECTION 101. DEFINITION OF TERMS

101.8 Contract Bond. *Delete Article 101.08 of Section 101 of the General Conditions without substitution.*

Delete Article 101.16 of Section 101 of the General Conditions and substitute the following:

101.16 Contract Documents. The contract documents are composed of these documents that are incorporated by this reference into and form a part of the Contract:

A. Contract
B. General Conditions
C. Special Provisions
D. Specifications
E. Any approved Modifications (Change Orders) to the Contract

Delete Article 101.28 of Section 101 of the General Conditions and substitute the following:

101.21 Final Acceptance. A condition that occurs when the City accepts the certification of the City Administrator that the Contractor has complied with all requirements of its Contract and that the Contractor is authorized to receive final payment in full, including all retainage.

Delete Article 101.28 of Section 101 of the General Conditions and substitute the following:

101.28 Substantial Completion. A condition that occurs when the City accepts the certification of the City Administrator that construction is sufficiently complete in accord with the Contract documents such that the project, or a designated portion thereof, may be occupied or utilized by the City for its intended purpose.

101.30 Surety. *Delete Article 101.30 of Section 101 of the General Conditions without substitution.*

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements.

Add the following to Article 102.01 of Section 102 of the General Conditions.

102.01.05 Review of Contract Documents. The Contractor shall carefully study and compare the Contract documents, including all addenda, and shall promptly report to the City Administrator all errors, inconsistencies or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the Contract that the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the City Administrator before the work is performed. If after the discovery of such conflict, the Contractor fails to notify the City Administrator promptly, the Contractor shall upon written direction remove all such work or portion thereof so conflicting, and rebuild it as directed at no additional cost to City

102.01.06 Verification of Dimensions and Existing Conditions. All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the Contract documents and the existing conditions or dimensions shall be reported to the City Administrator as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

102.03 Contract Bond. *Delete Article 102.03 of Section 102 of the General Conditions without substitution.*

SECTION 104. SCOPE OF WORK

Delete Article 104.02.01 of Section 104 of the General Conditions and substitute the following:

104.02.01 The City reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily.

All change orders shall be made in writing. Such changes in quantities, alterations and extra work shall not invalidate the Contract. The Contractor shall perform the work as altered. If the alterations or changes significantly change the character of the work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Administrator may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Administrator before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. Claims for extra work that have not been authorized in writing by the City Administrator will be rejected. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

> **104.02.01.01** All increases in work of the type that appear in the Contract as pay items accompanied by unit prices shall be paid for at the Contract unit prices. Decreases in quantities included in the Contract shall be deducted from the Contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
>
> **104.02.01.02** Extra work which is not included in the Contract as pay items at unit prices and is not included in other items of the Contract will be paid for according to Article 109.04.
>
> **104.02.01.03** In cases where the City cancels or alters any portion of the Contract items, items that are partially completed shall be paid for as specified in Article 109.05.

Delete Article 104.03 of Section 104 of the General Conditions and substitute the following:

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the Contractor shall promptly notify the City Administrator in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the City Administrator will investigate the conditions, and if City Administrator determines the conditions materially differ and cause an increase or decrease in the cost or time required for the

performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The City Administrator will notify the Contractor of its determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No Contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in Contract Time because of such change or changes will be made according to the provisions of Article 108.10.

SECTION 105. CONTROL OF WORK

Add the following to Article 105.01 of Section 105 of the General Conditions.

105.01.01 City's Representative. The City Administrator will be the City's primary representative in the administration of this Contract. The Chief of Police shall act as the City's project manager as provided in the Contract documents subject to the control and authority of the City Administrator.

Add the following to Article 105.02 of Section 105 of the General Conditions.

105.02.01 Interpretation of Contract. The City Administrator shall have the authority to determine questions of fact that arise in relation to the interpretation of this Contract and the Contractor's performance hereunder. The Contractor shall proceed diligently with the performance of the Contract and in accordance with the City's decision whether or not the Contractor or anyone else has an active claim pending. Continuation of the performance of the Contractor shall not be construed as a waiver of any rights accruing to the Contractor.

105.02.02 Right to Exclude Persons from Job Site. The City Administrator shall have the right to exclude any person from the job site and deny that person future access to the job site when the City Administrator determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any state or federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a subcontractor, the City Administrator may instruct the Contractor to exclude such person and the Contractor shall comply.

105.02.03 Record Drawings. The Contractor shall:

105.02.03.01 Maintain, protect and keep current the following: one (1) copy of Contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to Contract, field test records, all schedules and correspondence file at site and maintain up-to-date records of the installation of the Contractor's work, including actual construction as followed: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.

105.02.03.02 Label each document "PROJECT RECORD DOCUMENTS."

105.02.03.03 Make the Project Record Documents available at all times for inspection by the City Administrator to verify that the Contractor is maintaining up-to-date records in accordance with the

Contract documents.

105.02.03.04 At project close-out, submit the Project Record Documents to the City Administrator and accompany the submittal with a transmittal letter which shall include name and number of each record document.

105.02.03.05 Obtain a signed receipt for the Project Record Documents from the City Administrator.

Delete Article 105.03 of Section 105 of the General Conditions and substitute the following:

105.03 Cooperation by Contractor. The Contractor shall give the work constant attention necessary to facilitate the progress thereof, and shall cooperate with the City Administrator, appointed inspectors and other contractors in every way possible. The Contractor shall coordinate the work of its employees and subcontractors, submit scheduling information to the City Administrator and comply with the master project schedule, and transmit all submittals and notices to City Administrator in accordance with the Contract. Under the administration of the City Administrator, the Contractor shall coordinate its work with that of other Contractors and others performing work on the project. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Administrator or authorized representatives.

Add the following to Article 105.03 of Section 105 of the General Conditions.

105.03.01 Supervision of the Work. Using its best skill and judgment, the Contractor shall supervise, manage and coordinate the Contractor's work. The Contractor shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its Contract.

105.03.02 Adequate Staff. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the Contractor's work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Contractor's work; and keep an adequate force of skilled workers on the job to complete the Contractor's work in accordance with all requirements of the Contract.

105.03.03 Contractor's Principal-in-Charge. The Contractor shall designate a principal-in-charge for the Contract. The City Administrator shall address all questions and concerns about the Contract and the Contractor's performance of its duties of the Contract to the Contractor's principal-in-charge.

105.03.04 Superintendent. The Contractor shall employ a competent superintendent, satisfactory to City Administrator, who shall be in attendance at the site throughout the active performance of the Contractor's work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the Contractor with regard to manpower schedule, coordination and cooperation.

105.03.04.01 The Contractor shall submit the resume of the proposed superintendent to the City Administrator for review and approval prior to assigning the superintendent to the project.

105.03.04.02 A letter of authority shall be furnished by the Contractor to the City Administrator designating the level of authority of the superintendent and any others who may conduct business for the Contractor.

105.03.04.03 The superintendent shall have not less than two years documented experience in responsible field supervision for projects of comparable size and complexity.

105.03.04.04 The Contractor shall not change the superintendent unless it has given City Administrator a written request for change fifteen (15) calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible, and City Administrator has given authorization to do so.

105.03.04.05 In the event the superintendent fails to perform his/her duties under the Contract requirements, City Administrator may, in writing, require the Contractor to remove the superintendent from the project. The Contractor shall provide a competent replacement.

105.03.05 Responsibility for Damages. The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to City including, but not limited to, costs of suit, property damage, attorneys' fees, labor or costs of labor, caused by its performance of the Contract.

105.03.06 Work of Other Contractors. The City reserves the right to execute other contracts in connection with the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with theirs. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City.

105.03.07 Miscellaneous. Other rights and responsibilities of the Contractor are set forth throughout these Contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the Contractor to familiarize itself with all provisions of these Contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

Delete Article 105.05 of Section 105 of the General Conditions and substitute the following:

105.05.01 General. The City Administrator shall be responsible for certifying the completion of all Contracts.

105.05.02 Notification and Preliminary Inspection. The Contractor shall provide written notification to the City Administrator that the work or a designated portion thereof, is substantially complete. This notification shall include a punch list of any incomplete items. The City Administrator and the Chief of Police shall then make a preliminary inspection of the work and preliminary punch list.

105.05.03 Guarantees, Warranties and Bonds. The Contractor warrants that all work provided under the Contract documents is in compliance with the Contract documents and will be free from defects in workmanship, materials and equipment for a period of one (1) year or such longer period as may be provided by a commercial warranty received from a manufacturer or installer of equipment or a system incorporated in the work. If, within one (1) year of final acceptance by the City of work completed by the Contractor or such longer period as may be provided by a commercial warranty received from a manufacturer or installer of equipment or a system incorporated in the work, such work is found not to be in accordance with the requirements of the Contract documents or not free from defects in workmanship, materials and equipment, or such work has otherwise deteriorated and is in need of repair, the Contractor shall remedy the defect promptly after written notice is received from the City. This obligation under this Article 105.05.03 shall survive acceptance of the work by the City and the termination of the Contract.

105.05.03.01 Manuals and Service Data. At substantial completion, the Contractor shall assemble and

provide to the City Administrator all maintenance data, operation and maintenance manuals, guarantees, warranties, maintenance data and bonds and a final list of all suppliers and subcontractors with complete names, addresses and telephone numbers of persons to be contacted for service and/or replacement of materials and equipment.

105.05.04 Certificate of Substantial Completion. When the Construction Manager and the Chief of Police are in agreement with the Contractor that the work or a designated portion thereof, is substantially complete, the City Administrator, the Chief of Police and the Contractor shall make an inspection to determine whether the work or a designated portion thereof is substantially complete. If the City Administrator determines that the work or a designated portion thereof is substantially complete, the City Administrator shall prepare the Certificate of Substantial Completion and provide the final punch list to the Contractor. The City Administrator shall forward a "Guarantees, Warranties and Bonds" form, the Certificate of Substantial Completion and the final punch list to the Contractor for signature. The Contractor shall sign the Certificate of Substantial Completion and the final punch list. The Contractor shall forward the signed Certificate of Substantial Completion, the signed final punch list, the completed "Guarantees, Warranties and Bonds" form and all maintenance data, operation and maintenance manuals, guarantees, warranties, maintenance data and bonds to the City Administrator. The Contractor shall expeditiously complete the items contained on the final punch list.

105.05.05 Use and Possession Prior to Completion. The City shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.

105.05.06 Materials and Equipment. The Contractor shall identify, deliver and store all extra materials and equipment specified in the Contract documents that are the property of the City. Proper identification shall include the City project number, project specification number, description of the item and its purpose for use, name, address and phone number of the Contractor that provided the item. The Contractor shall transmit to the City Administrator shall signed receipts of such deliveries.

105.05.07 Notification and Final Inspection. The Contractor shall provide written notification to the City Administrator and the Chief of Police that the work on the final punch list is complete. Upon Contractor notification, the City Administrator shall and the Chief of Police make an inspection of the completed work. If the City Administrator and the Chief of Police are in agreement with the Contractor that all of its work is complete, and is confirmed as finally accepted by the City Administrator and the Chief of Police, the City Administrator shall prepare and issue a Certificate of Final Acceptance to the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

Delete Article 107.12 of Section 107 of the General Conditions and substitute the following:

107.12 Permits and Licenses. The City will issue the building permit.

107.12.01 Contractor and Tradesmen Licensing. The Contractor is responsible for any applicable licensing with the appropriate authority of itself and of its subcontractors and all certificates called for by the specifications (e.g., welding certificate). The Contractor shall forward to the City Administrator evidence of proper licenses prior to the Contractor's or tradesman's commencing any work. The Contractor shall not knowingly allow any activity to commence or accept any work installed by a non-licensed firm or tradesman where licensure is required.

Delete Article 107.13 of Section 107 of the General Conditions and substitute the following:

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the Contract, and shall indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.14 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the City Administrator. The legal holidays will include:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Administrator with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the Contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the Contractor shall have complied with the requirements of the General Conditions and Special Provisions.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Administrator may, after the

expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

Add the following Article 107.13 to Section 107 of the General Conditions.

107.13.01 Royalties and Patents. The Contractor shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by the City or the Architect/Engineer will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

Delete Article 107.16 of Section 107 of the General Conditions and substitute the following:

107.16 Indemnification. The Contractor shall defend, indemnify, keep and save harmless, the City and its city council members, officers, agents and employees, in both individual and official capacities, the Architect/Engineer and its officers, agents and employees and the Construction Manager and its officers, agents and employees against all suits, claims, damages, losses and expenses, including attorneys' fees, which are the result of an error, omission or negligent act or willful act of the Contractor or any of its employees or agents arising out of or resulting from the performance of services under this Contract, except where such is due to the negligence of the party seeking to be indemnified. If any judgment shall be rendered against the City, its city council members, officers, agents or employees, the Architect/Engineer and its officers, agents and employees or the Construction Manager and its officers, agents and employees in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its city council members, officers, agents and employees, the Architect/Engineer its officers, agents and employees or the Construction Manager, its officers, agents and employees for their own negligent acts or omissions. This provision is applicable to the full extent as allowed by the laws of the State of Illinois and not beyond any extent that would render this provision void or unenforceable. In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof may be retained by the City for said purpose or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied. No inspection by the City, its employees or agents, the Architect/Engineer and its employees or agents or the Construction Manager, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of this Agreement. This indemnification shall not be limited by the required minimum insurance coverages provided in this Contract.

Add the following Article 107.35 to Section 107 of the General Conditions.

107.35 Builder's Risk Insurance. Builder's Risk Insurance shall be purchased and maintained by the Contractor on this project.

107.35.01 Waiver of Damages. The Contractor waives all rights each against the City for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as the Contractor may have to the proceeds of

such insurance held by any of the insured as a result of loss. The Contractor shall require similar waivers of subrogation from all subcontractors.

SECTION 108. PROSECUTION AND PROGRESS

Delete Article 108.01 of Section 108 of the General Conditions and substitute the following:

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the City Administrator. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total Contract cost, and with materials purchased or produced by the Contractor. The City Administrator may request the Contractor provide proof the proposed subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor of liability under the Contract. All transactions of the City Administrator shall be with the Contractor. The Contractor shall have a representative on the job at all times when either Contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the Contract minimum wage requirements. The Contractor shall permit City representatives to examine the subcontract agreements upon notice. The City Administrator may order the Contractor to remove a subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the subcontractor for any further work under the Contract. All subcontractors shall be licensed with the City as a condition for approval to perform work on the Contract.

Delete Article 108.02 of Section 108 of the General Conditions and substitute the following:

108.02 Progress Schedule. After the award of the Contract and prior to starting work, the Contractor shall submit to the City Administrator a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work and how the Contractor proposes to complete the various items of work before the completion date specified in the Contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the City Administrator at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the Contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the City Administrator will select the controlling item of work for the purpose of charging working days. When the Contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the City Administrator will select the controlling item of work for the purpose of checking the progress of the work. The City Administrator will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this Contract will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

Add the following to Article 108.02 of Section 108 of the General Conditions.

108.02.01 Progress Schedule. The Contractor shall prepare, maintain and monitor its construction schedule.

108.02.02 The Contractor's projected construction schedule shall be updated as necessary, but at least monthly;

108.02.03 The actual activity dates will be recorded on the Contractor's projected construction schedule;

108.02.04 The Contractor shall report to the City Administrator, in writing on a monthly basis, any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes in the schedule.

108.02.05 Payment and reduction of retainage may be denied by City for the failure to submit and maintain a proper schedule.

108.02.06 **Reviews.** The City Administrator and Chief of Policed may review and comment on the schedule. Neither the City Administrator's nor Chief of Police's review and comments shall indicate approval or disapproval of the schedule.

108.02.07 **Date of Commencement.** The Contractor shall commence the Work expeditiously, after receipt by the City of all necessary permits, on the date the City gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery to the City of the executed Contract. The Contractor is not authorized to start work prior to issuance of an authorization to proceed or in the absence of a notice to proceed, prior to the expiration of the time periods set forth in this Article.

108.02.08 **Completion of the Work.** Unless an extension of time is granted in accordance with this Contract, the Contractor shall coordinate, schedule and manage its work and the work of its subcontractors performing the work on the Police Facility in compliance with the Project Schedule established by the Construction Manager. Unless an extension of time is granted in accordance with this Contract, the Contractor shall coordinate, schedule and manage its work and the work of its subcontractors performing work on the Police Facility in compliance with the Project Schedule established by the Construction Manager.

Delete Article 108.09 of Section 108 of the General Conditions and substitute the following:

108.09 Suspension of Work. The City Administrator shall have authority to suspend the work in whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, due to emergencies and when the Contractor does not comply with the Contract or orders of the City Administrator. The Contractor shall immediately comply with orders to suspend or resume work. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed and take all reasonable steps to minimize the costs associated with the work affected by such suspension. The Contractor shall not suspend work without written authority from the City Administrator.

In case of emergencies (as determined by the City) involving public health or public safety or to protect against further loss or damage to City property or to prevent or minimize serious disruption of City services or to insure the integrity of City records, the City may cause work to be performed without prior notice to the Contractor.

The period of suspension shall not count against the time of performance established in the Contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article108.10. Except as provided herein below for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the City Administrator in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

Add the following to Article 108.10 of Section 108 of the General Conditions.

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

Delete Article 108.12 of Section 108 of the General Conditions and substitute the following:

108.12 Default on Contract. If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the City Administrator, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the City Administrator or otherwise fails to conform to the terms of the Contract, the City Administrator shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required the City shall, upon written certificate from the City Administrator of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor or the City may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for

the completion of said Contract in an acceptable manner. The termination shall be without prejudice to any other remedy the City may have.

108.12.01 The Contractor shall stop work and vacate the construction site immediately upon termination of its rights under the Contract. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which the City has paid, wherever stored, without the written consent of the City. Any materials stored off-site, and which have been paid for by the City shall be immediately delivered to the City or its designated representative upon request. The City reserves the right either to have the materials delivered to the site and deduct the cost of the delivery from the Contract balance or to abandon the materials and deduct the cost of the materials from the Contract balance. The Contractor shall deliver to the City, copies of all drawings, specifications, estimates, reports and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the City. The City may take possession of any jobsite facilities, records, etc. and use same to the full extent they could have been used by the Contractor.

108.12.02 The City may take over the work and take possession of all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the work as the City may deem expedient by contract publicly advertised or otherwise. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

108.12.03 The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the City by reason of such breach, refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the City Administrator will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the City and shall pay the difference to the City on demand. The City reserves the right to recoup any or all previous payments, or deduct from payments due the Contractor, then or thereafter, for the cost of correcting such deficiencies with a completing contractor and including, but not limited to, the cost of additional Architect/Engineer services or Construction Management services made necessary by such failure to perform. If the City's expenses in completing the Contract exceed the unpaid balance or the Contract sum, the Contractor shall pay the difference to the City.

108.12.05 If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.12.06 The Contract may be terminated by the Contractor if the City fails to comply with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) provided, however, that the Contractor notifies the City in writing, by certified mail, return receipt requested, thirty (30) days prior to the proposed termination date and provided further that the City shall have the right to cure any default within said notification period.

Delete Article 108.12 of Section 108 of the General Conditions and substitute the following:

108.14 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that it is either in the best interest of the City, or for reasons beyond either City's or Contractor's control, the Contractor is prevented from proceeding with or completing the originally contracted work, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. Upon receipt of notice of termination, the Contractor shall stop all work on the Contract except for work the City directs in writing to be completed. The Contractor shall deliver to the City all tools, appliances, construction equipment and machinery, materials and equipment to be furnished by the Contractor in the performance of its work under this Contract for which the City has paid.

When the Contract, or any portion thereof, is definitely terminated or cancelled and the Contractor released before all items of work included in its Contract have been completed, the Contractor shall be compensated for its work performed prior to the termination date for the actual number of units of items of work completed at Contract prices, or as specified in Article 109.06 for partially completed items. No claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the Contract prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the City Administrator and that are not incorporated in the work may, at the option of the City Administrator, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the City Administrator. The City reserves the right to recoup any or all previous payments, and the right to deduct from the payments then or thereafter due the Contractor, in order to establish a fair and reasonable amount of final compensation. Termination of a Contract as stated above will not relieve the Contractor of the responsibility of replacing defective work as required by the Contract.

SECTION 109. MEASUREMENT AND PAYMENT

Delete Article 109.04 of Section 109 of the General Conditions and substitute the following:

109.04 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the City Administrator is received, which authorization shall state the items of work to be performed and the method of payment for each item. No payment will be made for Work performed without such order.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) Lump Sum Price or Agreed Unit Prices. When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the City Administrator.

(b) Force Account Basis. When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such work to which cost fifteen percent (15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

2) Insurance and Tax. For property damage, liability, and workers' compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and tax.

(3) Materials. For materials accepted by the City Administrator and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the City Administrator, the Contractor shall be paid according to the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE" as issued by the City. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the City Administrator with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and City Administrator. Payrolls shall be submitted to substantiate actual wages paid if so requested by the City Administrator.

b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.

c. Quantities of materials, prices and extensions.

d. Transportation of materials.

e. Cost of property damage, liability and workers' compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the City Administrator not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived; and the City is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

Delete Article 109.06 of Section 109 of the General Conditions and substitute the following:

109.06 Partial Payments and Retainage. At least once each month, on or before the first day of the month, the Contractor shall submit to the City Administrator an Application for Payment in an amount in the proportion to the labor performed by the Contractor in the preceding month bears to the total labor to be performed under the Contract and for the materials incorporated into the work. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the City Administrator. After fifty percent (50%) or more of the work is completed, the City Administrator may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted Contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract price, nor less than $500.00.

Add the following to Article 109.06 of Section 109 of the General Conditions.

109.06.01 Contractor's Schedule of Values. Prior to submitting the first Application for Payment, the Contractor shall provide a schedule of values reasonably satisfactory to the City Administrator consisting of a breakdown of the Contract Price by trade or appropriate category. The schedule of values shall allocate the entire Contract Price among the various portions of the Work. Each item of work required for the Contract shall be indicated and all values are expressed in separate line item costs for material and labor. The City Administrator shall reject any Contractor's Schedule of Values that does not comply with this requirement. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the City Administrator may reasonably require and shall be used as a basis for reviewing the Contractor's partial payment estimates. The City Administrator must approve all changes to the Contractor's Schedule of Values subsequent to the initially approved document. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents.

Delete Article 109.07.04 of Section 109 of the General Conditions and substitute the following:

109.07.04 Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the City Manager will result in the pay estimate's not being processed until the following month.

Delete Article 109.09.02 of Section 109 of the General Conditions and substitute the following:

109.09.02 Final Payment. Whenever the work provided for by the Contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the City Administrator, a final Application for Payment showing the value of the work will be prepared by the Contractor and submitted to the City Administrator all prior Applications for Payment upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final Application for Payment and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

Delete Article 109.09 of Section 109 of the General Conditions and substitute the following:

109.09 Acceptance and Final Payment.

109.09.01 Semi-Final Payment. When the principal items of the work have been satisfactorily completed, a semi-final Application for Payment may be made. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted Contract price, nor less than $500.00.

109.09.02 Final Payment. Whenever the work provided for by the Contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the City Administrator, a final Application for Payment showing the value of the work will be prepared by the Contractor and submitted to the City Administrator, all prior Applications for Payment upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final Application for Payment and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The City shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of the final Application for Payment, less any sums that have been deducted or retained under the provisions of the Contract, will be paid to the Contractor after the final approval of the work, thirty (30) days after approval of the final Application for Payment, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract, and shall relieve the City from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the City relating to or connected with the Contract.

SPECIFICATIONS

SECTION 0100
SUMMARY OF WORK

PART 1 – GENERAL
1.01 SCOPE OF THE WORK. The work consists of furnishing all parts, equipment. materials and labor necessary to remove the existing radio equipment from the old police station building, reinstall this equipment in the new police station and to provide and install a new BDA system to provide in building coverage for the Starcom radio system, a BDA system for a Verizon 4G cellular system, and a new Motorola MIP5000 Console system for dispatch radio in the new Police Facility in Oakbrook Terrace, Illinois. The work includes removal and proper disposal of all debris from the property at the time of removal.

1.01.01. Ground Bus for equipment:
1.01.01.01 The Contractor shall provide all labor to install a ground bus bar for the antenna systems in the equipment room of the new Police Facility on the first floor. The Contractor shall ground bus bar to the building ground. This bar will be used for grounding all antenna systems and radio equipment. The Contractor shall provide and install all parts and equipment for this system.
1.01.01.02 The Contractor shall provide all material to install a ground bus bar for the antenna systems in the equipment room of the new Police Facility on the first floor.

1.01.02. BDA for Starcom system:
1.01.02.01. The Contractor shall provide all labor to install a new BDA system to provide in building coverage for the Starcom radio system. The Contractor shall install the BDA System in the first floor equipment room. The Contractor shall provide and install blue 1/2" air dielectric transmission line to six (6) inside antennas, one (1) in booking, one (1) in the cell area, one (1) by the evidence area and one (1) in each of the sally ports and one (1) near the sergeant's office and patrol/roll call room. The Contractor shall provide and install a new antenna system on the roof of the building for the BDA system. The Contractor shall ground all equipment to the ground bus. The Contractor shall supply and install all equipment.
1.01.02.02. The Contractor shall provide all material including BDA, inside antennas, outside antenna, transmission lines, line splitters, connectors and mounts.

1.01.03. BDA for Verizon 4G Cellular:
1.01.03.01. The Contractor shall provide all labor to install a new BDA system to provide in building coverage for the Verizon 4G cellular system. The Contractor shall install the BDA System in the first floor equipment room. The Contractor shall provide and install blue 1/2" air dielectric transmission line to six (6) inside antennas, one (1) in booking, one (1) in the cell area, one (1) by the evidence area and one (1) in each of the sally ports and one (1) near the sergeant's office and patrol/roll call room. The Contractor shall provide and install roof antenna system as needed. The Contractor shall ground all equipment to ground bus.
1.01.03.02. The Contractor shall provide all material including BDA, inside and outside antennas, transmission lines, splitters, connectors and mounts.

1.01.04. Antenna Systems:
1.01.04.01. The Contractor shall supply and install new antenna systems for each of the police department. radios (DCERN, ILEAS, Starcom, OTPD Channel 6; The Contractor shall run antenna line to new roof antennas mounted to the side wall of the roof and terminate antenna line in the equipment room. The Contractor shall provide and install one (1) additional mount and pipe for a spare. The Contractor shall run antenna lines from the radios room to the equipment room then out to the antennas which will be mounted to the roof. The Contractor shall ground all antenna lines with coaxial lighting protectors at the ground bus.
1.01.04.02. The Contractor shall install OTPD Channel 6 antenna system and all equipment and parts

1.01.04.03. The Contractor shall install DCERN antenna system and all equipment and parts.
1.01.04.04. The Contractor shall install Starcomm (ETSB/DuComm) antenna system and all equipment and parts.
1.01.04.05. The Contractor shall install ILEAS antenna system and all equipment and parts

1.01.05. Radio equipment move:
1.01.05.01. The Contractor shall remove radio equipment from the equipment room in the old building and install in the new police station. The Contractor shall provide and run new wiring from the radio equipment room to the radio dispatch room. The Contractor shall wire equipment to the console and radios, and test all equipment.
The Contractor shall provide all materials.

1.01.06. Motorola MIP5000 Windows 7 PC based console system.
1.01.06.01. The Contractor shall provide a Motorola MIP5000 Console for radio dispatch. The Contractor shall provide a console with four (4) channel licenses, also to be included are three (3) tone Gateways and one (1) Digital Gateway to connect the current radio base stations and one customer-supplied APX7500 mobile with remote mount 05 control head for use on the DuPage Starcom system. The Contractor shall supply a Motorola MIP5000 certified PC with Windows 7, Instant Recall Recorder software and license, sound card, PC speakers, desk microphone, footswitch, headset jack box and a 17" non-touch monitor. The console shall have the capacity to be upgraded to 48 channels if future needs call for more radio units. The Contractor shall provide all installation of console equipment

1.02 QUALITY ASSURANCE
1.02.01. All work shall comply with the Village's building codes.

1.02.02. Work shall be done in a manner consistent with generally accepted construction practices. When completed, the work shall have good aesthetic quality as judged by the City Administrator.

1.03 JOB CONDITIONS
1.03.01. The Contractor shall take care to minimize any disturbance within the building while performing the work, and upon completion of the work shall ensure that the job site is clean and orderly.

1.04. MATERIAL DISPOSAL
1.04.01. The Contractor shall be responsible for disposal of all trash or other construction debris relating to or arising from the work. The Contractor shall haul all such trash off-site at his own expense. The Contractor shall ensure that the worksite be left in a clean, orderly state after the work is complete. Off-site disposal of all demolished materials and other construction debris resulting from activity related to the work shall be the responsibility of Contractor.

1.05 GUARANTEE
1.05.01. The Contractor shall guarantee work against defects in materials and workmanship for a one (1) year period after final acceptance of work. All provided equipment shall be covered by a one year parts and labor manufacturer's warranty for all defects in material and workmanship under normal use and service.

105.01.02. Exclusions from Warranty:
Defects or damage resulting from use of the product in other than its normal and customary manner and defects or damage from misuse, accident, water, or neglect.

1.06 OPTIONAL MAINTENANCE
1.06.01 The Contractor shall offer to maintain the installed systems for up to five (5) years.

1.06.02. The Contractor shall offer a discounted price if the maintenance is purchased at time of the equipment purchase.

EXHIBIT "A"

CG 20 10 03 97

ADDITIONAL INSURED B OWNERS, LESSEES OR CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT "B"

CG 20 26 11 85

ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT "C"

POLICY NUMBER: **COMMERCIAL GENERAL LIABILITY**
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED B OWNERS, LESSEES OR CONTRACTORS B COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II B Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "productsccompleted operations hazard."

EXHIBIT "D" (EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) Completed
PRODUCER Fully Completed	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: Name of Insurance Company	Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C: Name of Insurance Company	Completed
COVERAGES Fully Completed	INSURER D: Name of Insurance Company	Completed

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD=L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP.IDATE (MM/DD/YY)	LIMITS	
A	X	**GENERAL LIABILITY** CG001				EACH OCCURRENCE	$ 1,000,000
		G COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. Occur.)	$ 50,000
		G CLAIMS MADE				MED EXP (Any one person)	$ 5,000
		G OWNERS & CONT PROT ((IF REQUIRED)				PERSONAL & ADV INJURY	$ 1,000,000
		G _____				GENERAL AGGREGATE	$ 2,000,000
		GEN=L AGGREGATE LIMIT APPLIER PER:				PRODUCTS-COMP/OP AGG	$ 1,000,000
		G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date		
A		**AUTOMOBILE LIABILITY** CA001				COMBINED SINGLE LIMIT (Ea. Accident)	$ 1,000,000
		G ANY AUTO CA001				BODILY INJURY (PER PERSON)	$
		G ALL OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	BODILY INJURY (PER ACCIDENT)	$
		G SCHEDULED AUTOS				PROPERTY DAMAGE (PER ACCIDENT)	$
		G HIRED AUTOS					
		G NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
						OTHER THAN EA ACC	$
		G ANY AUTO				AUTO ONLY: AGG	$
B		**EXCESS UMBRELLA LIABILITY**				EACH OCCURRENCE	$
		G OCCUR	Policy Number	Policy Start Date	Policy End Date	AGGREGATE	$
		G DEDUCTIBLE					
		G RETENTION $					
C		**WORKES COMPENSATION AND EMPLOYERS= LIABIITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	$1,000,000
						E.L. DISEASE-EA EMPLOYEE	$1,000,000
						E.L. DIESEASE-POLICY LIMIT	$1,000,000
	OTHER Professio	Policy Number		Policy Start Date	Policy End Date		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.

CERTIFICATE HOLDER	CANCELLATION
Additional Insured: City of Oakbrook Terrace, its officials, employees, agents and volunteers.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	SIGNATURE OF AUTHORIZED AGENT

ACORD 25 (2001/08) ACORD CORPORATION 1988

EXHIBIT "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

EXHIBIT "F"

Du Page County Prevailing Wage for March 2015

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		39.250	41.250	2.0	1.5	2.0	12.70	17.14	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.550	15.16	1.250	0.610
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		38.160	41.980	1.5	1.5	2.0	9.550	18.29	4.680	0.680
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	NE	ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	E	ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER	E	ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
ORNAMNTL IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		41.250	43.760	1.5	1.5	2.0	9.700	13.08	0.000	0.980
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER		BLD		44.000	46.000	1.5	1.5	2.0	10.65	13.06	0.000	0.820
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	E	ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350

STEEL ERECTOR	W	ALL	45.060	48.660	2.0	2.0	2.0	10.52	18.81	0.000	0.400	
STONE MASON		BLD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030	
~~SURVEY WORKER~~ ----> NOT IN EFFECT		ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500	
TERRAZZO FINISHER		BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620	
TERRAZZO MASON		BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820	
TILE MASON		BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920	
TRAFFIC SAFETY WRKR		HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500	
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150	
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150	
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150	
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150	
TUCKPOINTER		BLD	41.620	42.620	1.5	1.5	2.0	9.850	12.61	0.000	0.650	

Legend: RG (Region)
TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)
C (Class)
Base (Base Wage Rate)
FRMAN (Foreman Rate)
M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.
OSA (Overtime (OT) is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

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 Cretes Dual Ram; Pump Cretes: Squeeze Cretes-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.

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 yeards; 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".

EXHIBIT "G"

INSTRUCTIONS FOR CERTIFIED PAYROLL FORM

PLEASE NOTE: THE SUBMISSION OF FALSIFIED PAYROLL RECORDS IS A CRIMINAL OFFENSE.

1. For all public works projects, Payroll Certifications and Accompanying Affidavit must be filed with the City of Oakbrook Terrace on a monthly basis under the Illinois Prevailing Wage Act (820 ILCS 130/5).

2. The information must be provided for **each payroll period**. Please note the starting and ending dates of each payroll period in the space provided.

3. If you are a contractor or subcontractor working for the City of Oakbrook Terrace on more than one project, please fill out a form for each project.

4. For each project you worked on for the City of Oakbrook Terrace, you must identify the names of employees that worked on the project and their classifications. You must record the number of hours they worked each day of the pay period, along with the total hourly wages paid during that pay period, including the hourly fringe benefits paid.

5. Please note that pertinent information is required on the second sheet. The subcontractor information, if applicable, is very important; however, it is **ABSOLUTELY IMPERATIVE** that the **AFFIDAVIT** information be completed in its **ENTIRETY** including **SIGNATURE**. If additional forms are needed and copies are made, please be sure to also duplicate the second sheet. A second sheet **MUST** accompany every certified transcript of payroll form showing that you are swearing that the information on each sheet is accurate.

6. Fringe Benefits **MUST** be paid if required for the work classification, regardless of your union or non-union status.

7. If a fringe benefit is paid into a fund, place the letter **"F"** behind the rate; if the benefit is included on the employee=s payroll check, place the letter **"E"** behind the rate; credit will be given for health insurance paid, payments made into an ERISA approved pension plan, required vacation and/or training (registration in a BAT-approved program).

8. The items requested under the heading "Contract Information," help to identify the project correctly. If a Contract or Project Number is not known, please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.

9. You are invited to visit Illinois Department of Labor's web site at 222.state.il.us/agency/idol for more detailed information regarding application of the Prevailing Wage Act.

AFFIDAVIT

Monthly Statement of Compliance

Date: _____

I, _____ (name signatory party), _____ (title), do hereby state: that I pay or supervise the payment of the persons employed on the public works project _____ (name of project); that during the payroll period commencing on the _____ day of _____, _____ (year), and ending on the _____ day of _____, _____ (year), all persons employed on said project have been paid the full wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (name of contractor or subcontractor) from the full wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any persons, other than permissible deductions as defined by Federal and/or State law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work

Signature:_____

SUBCONTRACTORS

Attach explanation of monies paid, copy of contract or billing, or other pertinent information.

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Certified Transcript of Payroll

*** Please Note: The submission of falsified payroll records is a criminal offense. ***

Contractor and/or Subcontractor	Contract Information	
Contact Person: _____	Contract Number: _____	Pay Period Starting Date_____
Company Name: _____	Project Number: _____	Pay Period Ending Date _____
Address: _____	Project: _____	Submitted to City _____
City, State, Zip: _____	Project Location: _____	
Telephone: _____		

Report Hours for Each Day, Including Overtime Hours. List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Employee Name, Address, SSN & Telephone Number	Classification	PW Hours Worked Each Day during Pay Period																	Total Hrs	Total OT Hrs	Hrly Rate	OT Rate	Total Wages Paid	Hourly Fringe Benefit			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17						Pens	Hea & Welf	Vac	Train

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, Donald Nolde, hereby certify that I am the President of Radco Communications, Inc. (the "Contractor"), and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);

3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;

2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

(2) Specifying the actions that will be taken against employees for violations of such prohibition;

(3) Notifying the employee that, as a condition of employment on this Contract, the employee will:

a. Abide by the terms of the statement;

b. 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;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance program; and

(4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. 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 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor 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 and that the Supplier 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 Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: _____, 2015

Contractor: Radco Communications, Inc.

By: _____
Donald Nolde, President

STATE OF ILLINOIS)
) *ss.*
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Donald Nolde, known to me to be the President of _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of _____.

Dated: _____, 2015

_____
Notary Public

AGENDA ACTION

APR 2 8 2015

RESOLUTION NO. 15-4

A RESOLUTION TO ELIMINATE THE RENOVATION OF CITY HALL FROM THE SCOPE OF THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL PROJECT

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into an Agreement between the City of Oakbrook Terrace, Illinois, and Williams Architects, Ltd. for the furnishing of Professional Architectural Services for the New Police Facility and Renovation of City Hall, an Agreement between the City of Oakbrook Terrace, Illinois, and Harbour Contractors, Inc. for the furnishing of Construction Management Services for the New Police Facility and Renovation of City Hall and Contracts between the City of Oakbrook Terrace, Illinois, and various Trade Contractors for the furnishing of Trade Work for the New Police Facility and Renovation of City Hall (collectively the "Agreements") in the City;

WHEREAS, the City has determined that that it is not advisable, necessary or a prudent expenditure of public funds for the City to undertake the renovation of City Hall at this time and that reductions in the scope of and/or change orders to the Agreements should be negotiated to eliminate the renovation of City Hall from the scope of the New Police Facility and Renovation of City Hall project; and

WHEREAS, it is in the best interests of the City to authorize the Mayor and City Administrator with the assistance the Corporation Counsel to negotiate the necessary reductions in the scope of and/or change orders to the Agreements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. **Recitals.** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. **Compliance with Section 33E-9 of the Illinois Criminal Code.** The corporate authorities find that (1) the circumstances said to necessitate the reductions in the scope of and/or change orders to the Agreements were not reasonably foreseeable at the time the Agreements were signed, or (2) the reductions in the scope of and/or change orders to the Agreements are germane to the original contract as signed, and (3) the reductions in the scope of and/or change orders to the Agreements are in the best interest of the City.

Section 3. **Authorization.** The Mayor and the City Administrator with the assistance the Corporation Counsel shall be and are hereby authorized and directed to negotiate the necessary reductions in the scope of and/or change orders to the Agreements to eliminate the renovation of City Hall from the scope of the New Police Facility and Renovation of City Hall project.

Section 4. **Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 28th day of April 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 28th day of April 2015.

_____
Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office
this 28th day of April 2015.

_____
Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

522582.1