
RADIO FIRE ALARM MONITORING NETWORK

GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONALLY LICENSED CONTRACTORS PROVIDING SERVICE AND EQUIPMENT

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

1) SOLICITATION PROCESS

- a) Request for Proposal: The City of Wheaton solicits qualified Professionally Licensed Contractors providing service and equipment. Firms are qualified based on:
 - i) A public formal Request for Qualifications
 - ii) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
- b) A formal Request for Proposal is submitted to qualified firms.
- c) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be forwarded to all firms invited to submit proposals.
- d) Proposers shall acknowledge the receipt of any addendum on their proposal.

2) THE CONE OF SILENCE

- a) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- b) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- c) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation.
- d) Exceptions to the Cone of Silence:
 - i) Written communications directed to the Procurement Officer
 - ii) All communications occurring at pre-bid meetings
 - iii) Oral presentations during finalist interviews, negotiation proceedings, or site visits
 - iv) Oral presentations before publicly noticed committee meetings
 - v) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract
 - vi) Procurement of goods or services for emergency situations

3) INVESTIGATION

- a) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
 - i) If the site of the work is an area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - ii) If the site of the work is an area open to the general public, the proposer may perform their inspection at a time of their choosing.

4) PROPOSALS

- a) Proposals must reference the project name and date of the Request for Proposal. Documents should not utilize binders, folders, tabs or papers larger than 8.5 x 11.
- b) Delivery of a proposal is acceptance of the City's Radio Alarm Network Equipment Installation and On-Going Management, Maintenance and service Agreement. Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

5) SIGNATURES AS OFFER

- a) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the Radio Alarm Network Equipment Installation and On-Going Management, Maintenance and service Agreement .
 - b) Offers by:
 - i) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding agreements. Said individual shall use his usual signature.
 - ii) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - iii) By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.
- 6) WITHDRAWAL OF OFFERS
- a) Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
 - b) Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
 - c) Negligence in preparing an offer confers no right of withdrawal after opening / due date.
- 7) TIMEFRAME AND CONSEQUENCES
- a) Offers must be received before the designated time.
 - b) Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
 - c) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.
- 8) RECEIPT OF FORMAL OFFERS
- a) Formal offers by sealed envelope will be opened at the time and location stated. The Procurement Officer shall publish a list of all proposers on the City's website www.wheaton.il.us/bids/ within three business days.
- 9) TAXES
- a) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
 - b) The City's Sales Tax Exemption Number is E9997-4312-07.
- 10) EVALUATION OF OFFERS
- a) Rejection of Offers: The City reserves the right to reject any and all offers in whole or in part according to the best interests of the City.
 - b) Receipt of One (or too few) offers: If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
 - i) returned unopened to the Proposer for re-submittal at the new due date and time, or
 - ii) if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
 - c) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.
- 11) DETERMINING RESPONSIVENESS OF THE PROPOSAL
- a) Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all Agreement terms and conditions.
 - b) The degree to which a proposal meets the requirements is determined solely on the judgment of the proposal evaluation team.

12) CLARIFICATION OF OFFERS

- a) The City may conduct discussions with Proposers to further clarify the offer as may be necessary. Clarifications shall be documented by the proposer and submitted (e-mail or fax) within 3 business days.

13) CONFIDENTIAL INFORMATION

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

14) SELECTION PROCESS

- a) A selection and evaluation team will review all proposals. The selection and evaluation team will consist of the Fire Chief, Director of Finance, Procurement Officer and other as required. Proposals will be reviewed and a recommendation of award based on the proposal most closely meeting the needs outlined in Specifications and providing the best value for the City based on the criteria below. Contractors selected as finalists may be asked to participate in interviews with a selection panel. The criteria the City will use includes:
 - i) Cost
 - ii) Contractor qualifications, capabilities, and ability to comply with specifications
 - iii) Contractor's experience and portfolio of work
 - iv) Contractor's references
- b) Interviews may be conducted with proposers on the short list. Said proposers may be required to submit additional data during the interview process. Revisions to proposals may be permitted after initial submission and interview, but before award, for the purpose of obtaining best and final offers.
- c) The City reserves the right to negotiate the price and any other term with the proposer offering the best and final offer. Any oral negotiations must be confirmed in writing prior to award.
- d) If a negotiated agreement cannot be reached with the front runner, the City may proceed to negotiate with the second best and final offer.
- e) The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of Agreement management; and training costs.

15) AWARD

- a) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- b) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- c) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- d) The City reserves the right to award by phase, part or portion of a phase, any line item or option regardless of order listed.

16) REQUIREMENTS IF AWARDED THE WORK:

- a) Insurance:
 - i) The successful Proposer, if awarded by Agreement, will be required to carry insurance acceptable to the City. (reference Agreement Addendum 1).

- ii) Certificates of Insurance, Endorsements, and a Waiver of Subrogation must be submitted with the execution of the order.
- iii) The Proposers obligation to purchase stated insurance cannot be waived by the City's action or inaction.

17) SECURITY CLEARANCE

- a) Background checks inclusive of finger printing MAY be required for Contractors working in secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department.
- b) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this Agreement.

18) AUDIT

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

19) PROTESTS

- a) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
 - i) Protests involving the solicitation process must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
 - ii) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.
- b) Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available), identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- c) A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
 - i) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - ii) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- d) Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.
 - i) The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
 - ii) Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- iii) The City Manager's decision is final.

**END OF GENERAL INSTRUCTIONS REGARDING SOLICITATIONS for PROFESSIONALLY LICENSED CONTRACTORS
PROVIDING SERVICE AND EQUIPMENT**

RADIO FIRE ALARM MONITORING NETWORK

SPECIAL TERMS AND CONDITIONS FOR PROFESSIONALLY LICENSED CONTRACTORS PROVIDING SERVICE AND EQUIPMENT

1) BACKGROUND

The City of Wheaton is seeking proposals from Contractors for management, maintenance, and service of a Radio Fire Alarm Monitoring System Network owned and operated by the City of Wheaton.

2) TIME FRAME: Subject to change

- a) RFP Issued: May 12, 2017
- b) Mandatory Pre-Bid Meeting: Tuesday, May 23, 2017, at 10:00 a.m. local time
 - (i) Location: Wheaton Fire Station #38, 1 Fapp Circle, Wheaton, IL
- c) Last Date for Questions: Friday, May 26, 2017 at 12:00 p.m. local time
- d) Proposals Due: Friday, June 2, 2017, prior to 11:00 a.m. local time
- e) Council to Award: June 2017
- f) Service Period: Three (3)

3) CONTACT INFORMATION

All questions concerning this solicitation and its content and specifications shall be via-email to the Procurement Officer, lstyczen@wheaton.il.us, and received no later than 12:00 p.m. local time on Friday, May 26, 2017. A written response in the form of a public addendum will be published.

4) EVALUATION CRITERIA

The selection and evaluation team will consist of the Fire Chief, Director of Finance, Procurement Officer and others as required. Proposals will be reviewed and a recommendation of award based on the proposal most closely meeting the needs outlined in the Specifications and providing the best value for the City based on the criteria below. Contractors selected as finalists may be asked to participate in interviews with a selection panel.

The criteria the City will use includes:

- a) Cost
- b) Contractor qualifications, capabilities, and ability to comply with specifications
- c) Contractor's experience and portfolio of work
- d) Contractor's references

6) SUBMIT: Two (2) copies each of Part I and Part II

- a) PART I: Envelope marked QUALIFICATIONS and CAPABILITIES
- b) PART II: Envelope marked COST PROPOSAL

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

7) AGREEMENT COMPLIANCE

- a) The City's Agreement for RADIO ALARM NETWORK EQUIPMENT INSTALLATION AND ON-GOING MANAGEMENT, MAINTENANCE AND SERVICE is attached.
- b) Any deviations to City's Agreement should be itemized and submitted with proposal.

8) INSURANCE

Reference Agreement Addendum 1.

9) INVOICES

- a) A schedule of dates when pay requests must be submitted will be determined at the kick-off meeting.
- b) All invoices must reflect the following applicable information:

- i) The Agreement number
- ii) Name of the project
- iii) Name of the Contractor
- iv) Services/Deliverables with the price depicted and date approved in the same format as the offer

10) FOR INTERNAL PURPOSES

All invoices are mailed to the attention of the Project Manager, City of Wheaton; PO Box 727; Wheaton, IL 60187.

11) PROJECT CLOSE OUT

- a) Based upon agreed to payment requirements.
- b) Final Payment: Prior to authorization of final payment, all documents must be presented in their final form and approved by the City Manager.
- c) Written approval by the City's Project Manager will only be given after verification of quality and completion of service.

END OF SPECIAL TERMS AND CONDITIONS FOR PROFESSIONALLY LICENSED CONTRACTORS PROVIDING SERVICE AND EQUIPMENT

RADIO FIRE ALARM MONITORING NETWORK

SPECIFICATIONS

A. OVERVIEW

It is the intent of this document to provide specifications and requirements for the on-going management, maintenance, and service of the City of Wheaton's (City) existing Keltron Wireless Radio Alarm Network (Network) which currently consists of 605 subscribers within the City of Wheaton, 19 City of Wheaton owned facilities, and 55 subscribers within the Village of Winfield/Winfield Fire Protection District. The fire alarm contractor (Contractor) receiving an agreement with the City shall provide the necessary staff and expertise to meet the specifications and requirements of this proposal, and in accordance with the *Keltron Radio Maintenance – Municipal* manual, to ensure that the existing network remains fully operational at all times.

Additionally, the successful Contractor shall provide the City with new radio transmitters as needed for installation (at prevailing wage rates) in buildings or structures within the City; and, shall remove and/or relocate, as needed, existing radios transmitters already on the network.

The general responsibilities of the successful Contractor will be as follows: answering applicant/subscriber questions related to the system; receiving applications for new subscribers for processing; coordinating with DU-COMM matters associated with alarm positions; wireless radio installs, repairs, and removals; processing alarm network information with entities including DU-COMM and City; notifying the Fire Department and Finance Department with detailed information regarding equipment removal activities; repairing or replacing malfunctioning radio equipment; and repairing or replacing negligently damaged radios. Further detailed responsibilities are outlined in this specifications document.

The City will be responsible for billing subscribers for monitoring fees and other charges (replacement of damaged radios, removal of radios, new subscriber connection fees and disconnect/reinstall of radios). The Contractor will provide the City the necessary paperwork to bill subscribers.

The successful Contractor shall familiarize themselves with the existing network during the proposal process for the purpose of preparing their submittal and so they can immediately begin the necessary on-going management, maintenance, and service of the network. Any issue(s) not addressed by this proposal which would/could, in the opinion of the contractor, lead to additional costs to the City shall be identified by the Contractor as a part of their proposal submittal.

Signals currently generated from the network are sent to the head-end equipment located at 1 Fapp Circle, Wheaton, IL, and then are sent to the City's remote receiver at its supervising station monitoring location at DU-COMM located at 600 Wall Street, Glendale Heights, IL 60139 by transmission circuits or pathways recommended by the equipment manufacturer which are paid for by the City.

The Contractor will be required to work closely with DU-COMM, and ADT, to coordinate the sending/receiving of signals to/at DU-COMM. Policies and procedures related to alarm signals have been established by DU-COMM (See Exhibit 6) which shall be followed.

The City will enter into an Agreement with the Contractor for the purchase of all necessary Keltron radio equipment, compatible with the existing Network, to satisfy the specifications of this proposal.

Firms wishing to submit a proposal to the City based on these specifications are encouraged to familiarize themselves with existing conditions during the Mandatory Pre-Proposal meeting prior to making their proposals.

Project Contact information is as follows:

Purchasing Department:
Linda Styczen
Phone: 630-260-2184
Email: lstyczen@wheaton.il.us

B. CITY REQUIREMENTS FOR ALL CONTRACTORS PARTICIPATING IN THE RFP PROCESS

- B-1. Contractors shall be an authorized Keltron wireless contractor in good standing. Provide a letter from the manufacturer attesting to this item with your proposal.
- B-2. Contractors must attend the Mandatory Pre-Proposal meeting at the time and location indicated in the cover letter for this RFP. Failure to attend the Pre-Proposal meeting will disqualify the Contractor from the remainder of the process.
- B-3. Contractors must meet all deadlines as indicated in the cover letter for this RFP.
- B-4. Contractors must meet all terms and conditions set forth by the City regarding rules for providing bids and proposals.
- B-5. Contractors must provide a proposal based on the specifications and instructions within this RFP package. It is the intent of the City, through this proposal, to select a Contractor to provide on-going Network management, maintenance and service which ensures its continued, reliable operation. If the Contractor has any questions regarding items, errors, or omissions found in the proposal package it is the Contractor's responsibility to notify the City in writing at least seven (7) business days prior to date that proposals are due to the City. The City will respond to written questions at least two (2) business days prior to the scheduled proposal opening.
- B-6. The City will accept alternate proposals, but only in addition to the base proposal requested in this document. A Contractor submitting an alternate proposal shall submit a proposal which clearly identifies where alternates proposed differ from the specifications within this proposal, and any additional cost increases or savings that will occur because of the Contractor alternate proposal.
- B-7. All Contractors shall provide a list of all, municipality-owned, Keltron wireless alarm networks that they have installed (whether or not they currently maintain the networks) in Cook, DuPage, Kane, Lake, McHenry, and Will counties, and where the signals are ultimately monitored at by a supervising station. Contractors may, in addition to the list of municipal-owned networks, also include a list of privately owned networks operated by the Contractor which report to any other supervising station monitoring location. **Complete the provided sheet (Exhibit #2) for providing references when submitting the proposal.**
- B-8. Contractors must be properly licensed by the State of Illinois Department of Professional Regulation as an alarm contractor. Provide a copy of the requested license with the proposal.
- B-9. Contractors shall use and complete the included questionnaire and pricing sheets, or identically formatted reproductions, when providing their proposal.
- B-10. The intended length of the agreement associated with this proposal will be three (3) years from the date of agreement acceptance by the City, with two (2) one-year renewal extensions at the discretion of the City. Renewal extensions are at the option of the City and are based on the City's determination that acceptable services have been provided; and, that an agreed upon price

for services can be negotiated. All costs shall remain fixed for the first three (3) years of the agreement except if a change of costs is clearly identified in the proposal. The selected Contractor will be required to enter into an agreement (Exhibit 7) with the City. Any deviations to the agreement must be submitted with your proposal.

- B-11. Contractors shall not use sub-contractors to install equipment necessary to satisfy the RFP specifications without the written permission of the City.

C. CITY RFP SPECIFICATIONS

- C-1. Only **new** equipment shall be used by the Contractor.
- C-2. The Contractor shall provide the City with all available and applicable warranties and guarantees as provided by the manufacturer. Furthermore, the Contractor shall extend the manufacturer's warranty to a period of three (3) years. The three (3) year warranty shall include all parts and labor from the installation date of the specific head-end, remote equipment, or subscriber radio equipment. The Contractor shall provide all manufacturers' warranty information, and verify that the extended part and labor warranty will be provided, with the proposal.
- C-3. For the purpose of asset management and subscriber billing by the City, the serial number (where provided by the manufacturer), or other assigned unique identifier, for each piece of equipment supplied to the City by the Contractor shall be indicated on packing slips.
- a. Anytime the contractor performs installation, removal, repair or maintenance on any radio Network equipment which generates documentation paperwork (i.e. work order, invoice), the equipment serial number(s) shall be included on the resulting paperwork and distributed to the City representative(s).
- C-4. The Contractor shall install, service & maintain all equipment specified herein including the radios installed in subscriber premises. When necessary, new radios to be installed at subscriber locations will be purchased by the City from the Contractor at an agreed upon price.
- C-5. The Contractor shall provide a tamper switch for each new radio which indicates an off-normal condition (supervisory signal) at DU-COMM when the radio's door is opened. Such signal shall be self-restoring to normal (non-latching) when the door is secured in the closed position.
- C-6. The Contractor shall provide, or cause to be provided, signage on each radio door, and each battery box where provided, which states the following:

"Access to this unit is prohibited. This radio transmitter is the property of the City of Wheaton. To report damage or if service is needed, contact the City of Wheaton at (630) 260-2000. To take system out of service or place on test, contact DU-COMM at (630) 690-8245. Alarm #_____"

Such signage shall be conspicuously posted on the front of the radio equipment.

- C-7. The City's radio network has an existing, unique radio cipher code which will be provided to the contractor. If requested by the City, the Contractor will provide to the City the unique radio

cipher code in written form (not electronically) with the written document marked "CONFIDENTIAL" and returned via hand delivery.

- C-8. The City has received FCC approval as a licensed, co-user of the frequency which is used on their radio Network. The Contractor will be responsible for maintaining a current FCC license on behalf of the City of Wheaton for the term of the agreement. Copies of the FCC license will be provided to the City of Wheaton.
- C-9. The City has an existing single key system for all radios using the Keltron Private Labeling Program which shall be used by the Contractor. All keys shall be provided to the City of Wheaton Fire Chief or the Fire Chief's designee. The Contractor shall advise the City of the number of keys it needs for servicing the radio equipment and the name of those holding each key.
- C-10. The new Contractor shall become fully familiar with the existing radio Network established by the City's current Contractor at least 30 days before assuming the operation of the Network.
- C-11. The Contractor shall maintain a sufficient inventory of spare parts and spare subscriber premise equipment so as to guarantee that all Network equipment, including at subscriber locations, can be repaired within 48 hours from the time the Contractor is notified of a failure. The Contractor shall maintain enough subscriber premise equipment to complete a minimum of five new installations if needed. The said subscriber premise equipment shall be stored in a location approved by the City of Wheaton Fire Chief.
- C-12. The Contractor shall, within 24 hours, advise the City in writing of any alarm that is unable to transmit its signals to DU-COMM for more than 8 hours due to problems with the radio alarm transmitter or the Network and shall inform the City of its anticipated return to full service.
- C-13. The Contractor shall provide the City with on-site service for all head-end equipment, remote equipment, and subscriber location equipment, within 4 hours of a request from the City or DU-COMM. On-site service shall be provided 24 hours per day, 7 days per week, including holidays. Additionally, the Contractor shall coordinate weekly, at minimum, with the Fire Chief's designee to verify the status of alarms and to take action to clear alarms from head-end equipment when necessary.
 - a. The Contractor shall maintain a log book at the head end equipment location with date, time and reason for the service to the system.
 - b. The Contractor shall provide copies of work orders of all work performed.
 - c. The Contractor shall, upon notification, after adverse weather events or power outage, perform a complete system diagnostic evaluation and make any repairs as necessary,
 - d. The Contractor shall at no charge to the City provide regular training sessions with the City staff when requested.
 - e. The Contractor shall provide a minimum of one (1) on-call Keltron Corporation factory-trained service technician 24 hours a day, 7 days a week.
 - f. The Contractor shall perform weekly documented visits to the head end equipment covering

the following equipment:

- i. Check alarm, trouble and out of service rotation of all radios;
- ii. Check all printers for proper operation;
- iii. Check for fail to test radios, diagnose and rectify issues;
- iv. Check for and acknowledge radios that miss "check-in"; diagnose and rectify issues.

g. The Contractor shall perform and document the following at a minimum every month:

- i. Check all antennae connections at the head end and roof;
- ii. Back up all systems history and databases and store files off-site in a secured location;
- iii. Switch the primary and secondary receivers;
- iv. Check the integrity of all system work stations.

h. The Contractor shall completely clean all hardware of the system at the head end and Dispatch quarterly.

i. Results of all inspections shall be submitted in writing in a format approved by the City within ten (10) business days of the required inspection.

C-14. The Contractor shall provide wireless alarm monitoring Network maintenance and repair and shall provide the following information on the attached Price Worksheets:

- a. The cost of each radio alarm transmitter and standard installation at subscriber locations. All radios shall be provided with 24 hours of secondary power provided in a separate battery box or the main radio cabinet if sufficiently sized and approved by the City. See standard installation drawing in Exhibit #5.
- b. Separate pricing for future, City-owned location(s) radio alarm transmitters and standard installations beyond those listed in Exhibit #3. All radios shall be provided with 24 hours of secondary power provided in a separate battery box or the main radio cabinet if sufficiently sized and approved by the City. See standard installation drawing in Exhibit #5.
- c. The monthly maintenance fee, per radio on the Network, for all head-end equipment and the remote OP703VP at DU-COMM.
- d. The monthly maintenance fee, per radio on the Network, for all subscriber location radios.
- e. The monthly maintenance fee, per radio on the Network, for all City-owned location radios listed in Exhibit #3 or future identified locations.
- f. The connection/programming fee that will be charged for each new subscriber location radio added to the Network.
- g. The standard connection fee shall be waived during the agreement period for City-owned subscriber locations added to the Network.
- h. The cost of non-standard installations including installations which may require outside antennas.
- i. The hourly cost for Network service not covered by the monthly maintenance fees per radio or outside of warranty periods.

- j. The cost, and explanation, of any additional equipment, or service, that the Contractor feels is necessary to the successful development and maintenance of the radio Network.
 - k. The cost for the Keltron annual support fee.
 - l. The cost for annual FCC license registration fees.
 - m. The cost to remove any Network radio from a subscriber site which is not for repair purposes.
 - n. The cost for reinstallation of an existing radio into a new location.
 - o. Any other costs related to developing the proposed Network not already outlined or discussed. Any cost associated to this item shall be fully explained in appropriate location on the price sheet, or by an easily identified attachment to the contractor's proposal.
- C-15. The Network, and all of its components, shall be listed by Underwriters Laboratories under Standards 864-(Current Edition) (Control Units for Fire-Protective Signaling Systems), 365 (Police Station Connected Burglar-Alarm Units and Systems), and 1076 (Proprietary Burglary-Alarm Units and Systems) and other standards as are applicable. All wiring shall be in accordance with the NFPA 70 (2011 Edition).
- C-16. The system shall be UL listed for REMOTE SUPERVISING STATION FIRE ALARM SYSTEM per NFPA 72, Chapter 26 (2013 Edition). All equipment provided as part of the radio Network shall be utilized, installed, tested, and maintained in accordance with the product's UL listing. Verification of the listing of all equipment shall be provided with each Contractor's proposal.
- C-17. The Contractor shall not affix any stickers or other items containing their company's name, address or phone number to the fire alarm control equipment within the protected premise. Additionally, the Contractor shall not solicit the owner or occupant of a building containing a radio that is a part of the Network for additional work related to the installation, testing or maintenance of the protected premise fire alarm system while conducting Network work on behalf of the City.
- C-18. The Contractor shall maintain a record, in the form of a coverage map at the head-end equipment, and in a data base, indicating the location of all radios on the Network and the type of antenna used at the location. The records shall indicate the in-service date of the equipment along with estimated replacement dates based upon the industry life expectancy of the equipment. The data along with the maps will also be provided to the Fire Chief in both written form and in an electronic format approved by the Fire Chief.
- C-19. The Contractor shall cooperate with DU-COMM during all facets of the Network maintenance and upgrades (if required). Policies and procedures adopted by DU-COMM regarding the interfacing of municipal alarm monitoring equipment with equipment and systems located, owned or operated at DU-COMM shall be strictly adhered too.
- C-20. Upon notification from the City, the Contractor shall respond to new installation requests within 48 hours. New installations shall be scheduled in a manner that is convenient for the property owner or his or her representative. If the Contractor is unable to fulfill the scheduled appointment, the applicable party for the property must be immediately notified and the

appointment must be rescheduled at a convenient time for the subscriber/customer. The Contractor shall not request the rescheduling of an appointment more than once.

- C-21. Upon notification from the City, the Contractor shall respond to equipment removal requests within 48 hours. Equipment removal requests shall be scheduled in a manner that is convenient for the property owner or his or her representative. If the Contractor is unable to fulfill the scheduled appointment, the applicable party for the property must be immediately notified and the appointment must be rescheduled at a convenient time for the subscriber/customer. The Contractor shall not request the rescheduling of an appointment more than once. No alarm account shall be disconnected until approved by the City.
- C-22. The Contractor's representatives shall perform the work in a professional manner that is considerate of the customer. The Contractor must obtain permission from the property owner or the property owner's representative before accessing the wireless fire alarm equipment on the property owner's premises. When providing service within the City or at DU-COMM, Contractor personnel shall wear an appropriate uniform that identifies them as an employee of the Contractor and they shall always wear (on the outside of their uniform) an identification card/badge issued by Contractor. The identification card/badge shall at a minimum clearly identify the name of the Contractor, the employee's name, title, and the employee's current photo. The Contractor must understand that they are a representative of the City.
- C-23 The Contractor will provide equipment and perform new installations at the six (6) City Facilities identified in Exhibit #3 which are presently not connected to the City's wireless radio network.
- C-24 At a time specified by the City, within the term of this agreement, the Contractor will perform work needed to re-locate the receiving equipment currently located at Wheaton Fire Station #38 (1 Fapp Circle) to DU-COMM. Additionally, the Contractor will decommission and remove any obsolete equipment with any credited value of the equipment being rebated to the City in the form of a payment by the Contractor. Any new equipment required for the re-location will be purchased by the Contractor and invoiced to the City for separate payment.

D. SYSTEM SPECIFICATIONS

The purpose of this specifications section is to describe the desired system configuration and minimum level of performance. See Exhibits #4 and #5 for additional system specifications.

Intent

It is the intent of this specification to provide the City with on-going maintenance and service of their existing Keltron Active Network, Alarm Monitoring System with Radio; and, to install/remove radios, as necessary, at new/existing subscriber locations. The system will continue to be City-owned. The existing system uses encryption, a unique code, of insuring adjacent or overlaid same-frequency networks do not conflict or interfere with each other's operation.

Radio Network

The existing radio network shall continue to operate within the listing of the system. Proposed system equipment and configurations shall be both UL LISTED and NFPA 72 compliant. All new and repair components shall be Keltron branded or as approved by Keltron for use on its network.

Radio Alarm Transmitters

New radio alarm transmitters shall be of the same model number that is currently provided on the network. Newer radio alarm transmitters that are provided by Keltron and which are compatible with the existing network shall be permitted subject to the approval of the City. All radios shall operate on the existing City of Wheaton radio Network.

The back-up battery for each radio shall be capable of powering the transmitter for at least 24 hours. The transmitter shall report low battery and AC status. All input zones will be individually programmable for FIRE, normally open, normally closed, end of line and restoral.

The Radio Alarm Transmitter shall be installed in an appropriate physical and environmentally protected location in a building structure capable of antenna mounting should an outside antenna be required. Where the Radio Alarm Transmitter is located remotely from the fire alarm control unit, a system smoke detector shall be provided above the transmitter as required by NFPA 72, Chapter 10.

General

The system shall be maintained in compliance with Underwriters Laboratory under Standards: 864 (Control Units for Fire-Protective Signaling Systems) (Current Edition), 365 (Police Station Connected Burglar-Alarm Units and Systems), and 1076 (Proprietary Burglary-Alarm Units and Systems).

The system shall be UL Listed as a REMOTE SUPERVISING STATION FIRE ALARM SYSTEM per NFPA 72 – 2013 Edition, Chapter 26.

Bidder shall provide a full explanation of all deviations or exceptions taken from the specifications contained within this document.

Bidder shall be an authorized factory representative for the manufacturer of the equipment specified.

Equipment shall be fully warranted against defects in materials and workmanship for three years from the date of delivery.

Exhibit #1

WRAN (Wheaton Radio Alarm Network) PRICE WORKSHEETS & Questionnaire

<u>ITEM</u>	<u>ITEM #</u>	<u>PURCHASE PRICE</u>
KELTRON RF774F WIRELESS RADIO COSTS: Subscriber Locations Radio Equipment Costs – Unit Cost	C-14a)	
UL Listed Transceiver		\$
Antenna, 24 hr. standby battery, transformer, and misc. equipment		\$
Standard installation per Exhibit #5. All installations shall be fully compliant with NFPA 70/2011 Edition/ NFPA 72/2013 Edition		\$
Other (Identify on separate sheet)		\$
Sub-Total	C-14a)	\$
KELTRON RF774F WIRELESS RADIO COSTS: Municipal-Owned Locations Radio Equipment Costs – Unit Cost (See Exhibit #3)	C-14b)	
UL Listed Transceiver		\$
Antenna, 24 hr. standby battery, transformer, and misc. equipment		\$
Standard installation per Exhibit #5. All installations shall be fully compliant with NFPA 70/2011 Edition/ NFPA 72/2013 Edition		\$
Other (Identify on separate sheet)		\$
Sub-Total	C-14b)	\$

Firm Name_____

<u>ITEM</u>	<u>ITEM #</u>	<u>PURCHASE PRICE</u>
Monthly Maintenance for Keltron Equipment – DMP703, RF7500 System, computer automation, remote OP703VP at DU-COMM, and all other head-end system components located at 1 Fapp Circle (Wheaton Fire Station)		
Per Month/Per Subscriber Location	C-14c)	\$

Monthly cost for radio maintenance at subscriber locations – Includes labor, equipment, batteries, travel, etc.		
Per Month/Per Subscriber Location	C-14d)	\$

Monthly cost for radio maintenance at installed Municipal-Owned facilities (See Exhibit #3) – Includes labor, equipment, batteries, travel, etc.		
Per Month/Per Subscriber Location	C-14e)	\$

The cost of any connection/programming fees for each new connection.		
Connection/Programming Fee	C-14f, g)	\$

The cost of the Keltron annual support fee.		
Support Fee	C-14k)	\$

The cost for the Annual FCC License Fee.		
FCC License Fee	C-14l)	\$

Firm Name_____

<u>ITEM</u>	<u>ITEM #</u>	<u>PURCHASE PRICE</u>
The cost (per radio) to remove a Network radio.		
Radio Removal	C-14m)	\$

The cost (per radio) to reinstall a Network radio at a subscriber site.		
Radio Reinstall	C-14n)	\$

Note *1 - Describe, in detail, the extent and frequency of maintenance and service which **is included** in the “per month/subscriber location” for Items C-14c), d), e) in the above listed costs (**Do Not Answer:** “We will follow the manufacturer’s recommendations” – Use additional sheets if needed):

Head-End Equipment:

Alternate Equipment:

Radios:

Describe, in detail, those items or services **not included** in the “per month/subscriber location” above listed costs:

Firm Name_____

Item C-14h) List the non-standard installation costs when the provided radio antenna is insufficient to provide Network connectivity and/or when a power supply for the transceiver is located more than 10 feet from the installation location.

List antenna/equipment costs:

List hourly labor rate for non-standard installations:

Item C-14i) Indicate the hourly service rate for Network equipment repairs or service calls above and beyond the monthly maintenance fee paid per radio.

Year (1) \$ _____

Year (2) \$ _____

Year (3) \$ _____

In the above fees, is travel time charged to and or from the site for services above and beyond covered services? If so, what will the standard travel time be for this proposal?

When calculating the time charged to perform services above and beyond covered services, how is the rate calculated (example: next full hour, 1/10th, ¼ , ½, etc.)?

Firm Name _____

14 j & o) List and explain any other fees, charges, license fees which may be applicable to your proposal:

Firm Name_____

**Exhibit #1 Continued - QUESTIONNAIRE -
WRAN REQUIREMENTS/AGREEMENT SPECIFICATIONS FOR CONTRACTORS
(Sections B & C)**

Required: Initial Yes or No for Each Question.

1. (Item B-1) Have you provided a letter from Keltron Corporation that you are one of their contractors in good standing?

Yes _____ No _____

2. (Item B-2) Have you attended the Mandatory Pre-Proposal meeting?

Yes _____ No _____

3. (Item B-4) Have you met all of the terms and conditions set forth by the City of Wheaton regarding rules for providing bids and proposals?

Yes _____ No _____

4. (Item B-5) Have you submitted a proposal based on the specifications and instructions within this RFP package?

Yes _____ No _____

5. (Item B-6) Are you submitting additional alternate proposal(s) in accordance to the terms of Item B-6?

Yes _____ No _____

6. (Item B-7) Have you submitted Exhibit #2 with not less than two (2) references that will illustrate the contractor's past knowledge and experience in the development and maintenance of a municipally-owned wireless alarm network?

Yes _____ No _____

7. (Item B-8) Are you properly licensed by the State of Illinois Department of Professional Regulation as an alarm contractor; and, have you provided a copy of the requested license with the proposal?

Yes _____ No _____

8. (Item B-9) Are you submitting the provided questionnaire and pricing sheets, or identically formatted reproductions, when providing your proposal?

Yes _____ No _____

Firm Name _____

9. (Item B-10) Do you have any deviations with the City's Agreement and term of the Agreement?

Yes _____ No _____

10. (Item B-11) Do you agree not to sub-contract any portion of the work required by these specifications?

Yes _____ No _____

11. (Item C-1) Do you propose to use only new equipment for this project?

Yes _____ No _____

12. (Item C-2) Will you be providing the City with all available and applicable warranties and guarantees as provided by the manufacturer; and, will you be extending the manufacturer's warranty to a period of 3 years including parts and labor?

Yes _____ No _____

13. (Item C-3) Do you understand and agree to the conditions regarding asset and fiscal management stated in C-3 of these specifications?

Yes _____ No _____

14. (Item C-5) Will you be providing tamper switches for each new radio which indicates an off-normal condition (supervisory signal) when the radio's door is opened and which is self-restoring to normal (non-latching) when the door is secured in the closed position?

Yes _____ No _____

15. (Item C-6) Will you be providing signage on each radio, and each battery box where provided, in accordance with Item C-6 of these specifications?

Yes _____ No _____

16. (Item C-8) Do you agree to fully comply with the provisions related to the FCC license as specified?

Yes _____ No _____

17. (Item C-11) Do you agree to maintain an inventory of spare parts and spare subscriber premise equipment as to guarantee that all Network alarm monitoring equipment at the head-end, alternate equipment locations, and all installed radios can be repaired within a reasonable period of time from the time the contractor is notified of a failure?

Yes _____ No _____

Firm Name _____

18. (Item C-12) Do you agree to, within 24 hours, advise the City, in writing, of any alarm that is unable to transmit its signals to the applicable dispatch center due to the radio alarm transmitter or Network for more than 8 hours?

Yes _____ No _____

19. (Item C-13) Do you agree to provide the City with on-site service within 4 hours of a request from the City or DU-COMM? On-site service shall be provided 24 hours per day, 7 days per week, including holidays for all equipment including radios at subscriber and Exhibit #3 locations.

Yes _____ No _____

20. (Exhibit #1 - Price Work Sheet) Have you provided a detailed description of all services and equipment included as part of the maintenance program of head-end and remote equipment, and subscriber location radios?

Yes _____ No _____

21. (Item C-17) Do you agree not to affix any stickers or other items containing their company's name, address or phone number to the fire alarm control equipment within the protected premise; and do you agree not to initiate a discussion with the owner or occupant of a building containing a radio that is a part of the network regarding additional service work related to the testing or maintenance of the protected premise fire alarm system while performing work during a site visit on behalf of the City?

Yes _____ No _____

22. (Item C-18) Do you agree to provide the data as specified?

Yes _____ No _____

23. (Item C-19) Do you agree to fully comply with the policies and rules of DU-COMM where signals from the Network are being sent?

Yes _____ No _____

24. (Exhibit #5) Do you agree to provide power for the radio equipment from a source other than directly from inside the premise fire alarm control unit (except for existing fire alarm system installations)?

Yes _____ No _____

25. (Item C-20) Do you agree to fully comply with the provisions related to new installations?

Yes _____ No _____

Firm Name _____

26. (Item C-21) Do you agree to fully comply with the provisions related to equipment removal?

Yes _____ No _____

27. (Item C-22) Do you agree to fully comply with the provisions related to identification?

Yes _____ No _____

28. (Item C-23) Do you agree to complete the new installations in City Facilities as specified?

Yes _____ No _____

29. (Item C-24) Do you agree to complete the work as specified?

Yes _____ No _____

Attested by:

Name of Company _____

Address of Company _____

Phone Number _____

Contact Person _____

Signature

Date

Exhibit #2 - REFERENCES

A minimum of two (2) municipally/fire district-owned Networks developed by the submitting contractor are required:

1. Entity: _____

Contact: _____

Phone #: _____ e-mail: _____

Did you develop this Network? _____ Brand of Equipment _____

Do you still maintain this Network? _____

Date of Initial Installation? _____

of Networks at This Entity? _____

of Radios on Network(s)? _____

2. Entity: _____

Contact: _____

Phone #: _____ e-mail: _____

Did you develop this Network? _____ Brand of Equipment _____

Do you still maintain this Network? _____

Date of Initial Installation? _____

of Networks at This Entity? _____

of Radios on Network(s)? _____

Exhibit #2 – REFERENCES continued:

Provide a list of all other wireless alarm Networks that you have installed in Cook, DuPage, Kane, Lake, McHenry and Will counties (use additional sheets if necessary). Indicate if you still maintain the Network.

1. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
2. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
3. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
4. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
5. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
6. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
7. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
8. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
9. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____
10. Entity _____
Original Date of Installation _____
Do You Still Maintain the Network _____

EXHIBIT #3 – CITY-OWNED BUILDINGS

<u>OCCUPANT</u>	<u>ADDRESS</u>
1. City Hall	303 West Wesley Street
2. Annex Building	315 West Wesley Street
3. Public Works	821 West Liberty Drive
4. Wheaton Police Dept.	900 West Liberty Drive
5. Wheaton Fire St. #1	1 Fapp Circle
6. Wheaton Fire St. #2	1590 South President
7. Wheaton Fire St. #3	1700 North Main Street
8. Water Department Facility	210 Reber Street
9. Downtown Metra Station	402 West Front Street
10. College Ave. Metra Station	303 North President
11. Wheaton Public Library	225 North Cross Street
12. Wesley Garage	232 West Wesley
13. Cross Street Garage	220 South Cross
14. Sewer Facility	Lorraine and Elm
15. Sewer Facility	Blanchard and Elm
16. Sewer Facility	Lorraine and Eaton
17. Sewer Facility	2363 South Albright
18. Sewer Facility	Scottsdale and Blacksmith
19. Sewer Facility	1412 North Morse

City of Wheaton Facilities – *New Installations after awarding of agreement

1. Countryside Pump St.	615 Country Side
2. Well #9	807 Bridle Lane
3. President St. Pump St.	1586 South President
4. Well #6	430 East Willow Avenue
5. Manchester Tower	1955 Manchester Road
6. Orchard Tower	71 Marywood Trail

Exhibit #4



JULY 2011 J Binniger

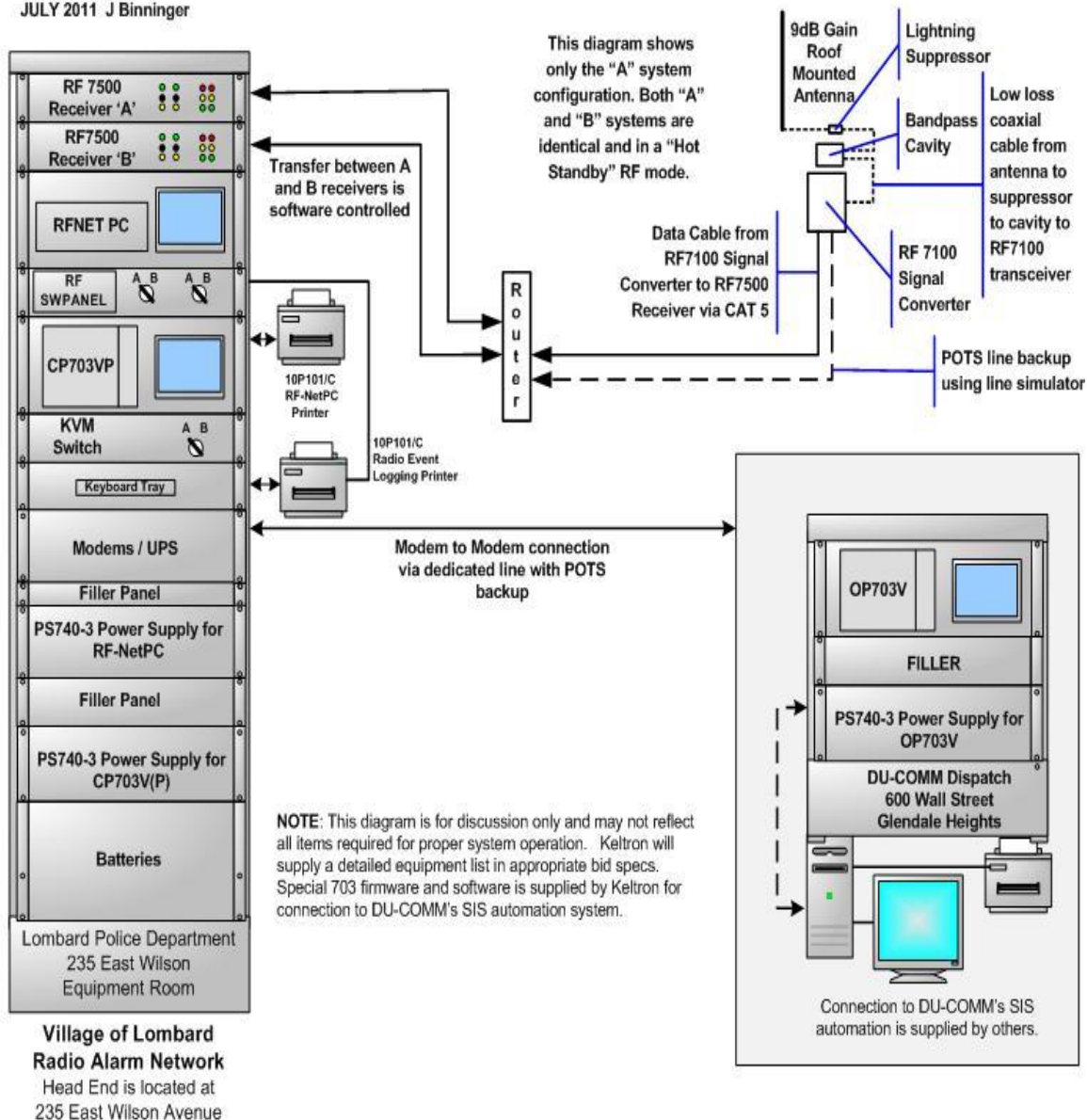
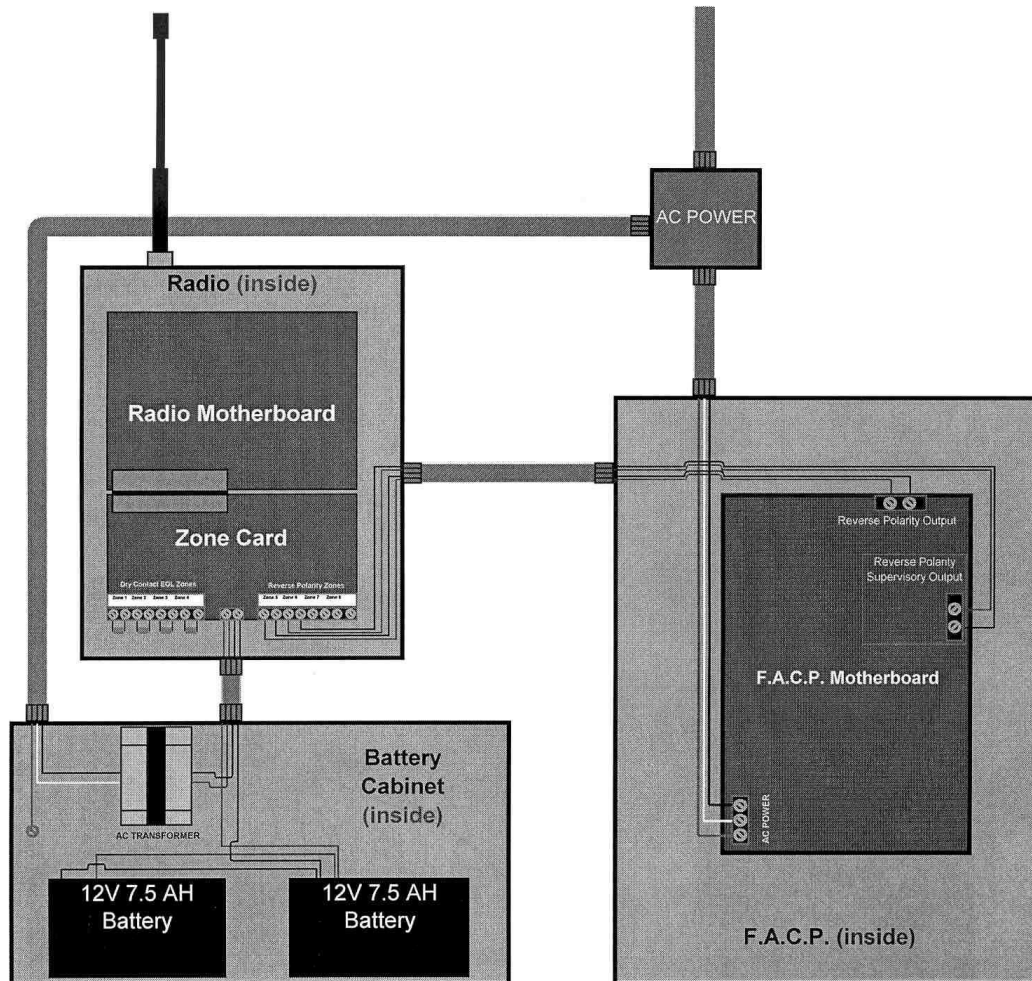


Exhibit #5

Keltron Radio Standard Installation



A. Operating power for the radio shall be from a dedicated fire alarm circuit. Power is permitted to be on the same circuit as the FACP, but may not be tapped from the inside of the FACP. NFAC NFPA 72 & NEC NFPA 70

B. The transformer is to be mounted in an enclosure and the power to the radio is required to be installed in conduit. The transformer may not be mounted within the FACP. NFAC NFPA 72 & NEC NFPA 70

C. The radio shall be furnished with 60 hours of battery standby. NFAC NFPA 72

D. Fire alarm and supervisory inputs for Remote Station Signaling are required to be reverse polarity. Fire alarm and trouble signals shall be input 5 of the radio, Supervisory signals shall be on input 6. NFAC NFPA 72 and UL 864

Exhibit #6

DU-COMM Written Directive 13.06.00

Issue Date: 12/01/2009

Effective Date: 12/01/2009

ALARM BOARD INTERFACE STANDARDS

Rescinds/Amends NA

No. of Pages 8

Attachments: Alarm Zoning for Keltron Radios and Programming
for Keltron 703 Radio Accounts

Revision No. NA

1.0 PURPOSE

- 1.1 The purpose of this General Directive is to establish connection guidelines for alarm companies hooking into the DU-COMM alarm monitoring system.

2.0 PERSONS AFFECTED

- 2.1 All DU-COMM Personnel and Installing Alarm Companies.

3.0 POLICY

- 3.1 It is the policy of DU-COMM to ensure that all connection standards are met by any alarm company chosen by a DU-COMM Member Agency that has opted out of the ADT contract.

4.0 DEFINITIONS

- 4.1 **Installing Alarm Company**: Any alarm company chosen by a DU-COMM Member Agency responsible for connecting alarms into the DU-COMM SIS.
- 4.2 **Keltron**: The central processor that commissions fire and security annunciators and complimentary alarm systems components for the DU-COMM Member Agencies to be interpreted by SIS.
- 4.3 **SIS**: Security Information Systems, Inc is the central station security automation software that is currently used to monitor the DU-COMM Member Agency alarms. The monitoring/dispatch module interprets,
-

5.0 RESPONSIBILITIES

- 5.1 The Executive Director and Deputy Director are responsible for ensuring compliance of this Written Directive, and its associated policy and procedure.
- 5.2 The DU-COMM Member Agency and their chosen alarm company are responsible for following the connection standards established in this policy.

6.0 PROCEDURE

6.1 Hardware

- 6.1.1 All systems shall be based on the Keltron 703 alarm processing system.
- 6.1.2 The installing alarm company will provide all equipment necessary at the municipality to monitor existing alarms.
- 6.1.3 The following signal sources are supported at this time:
 - 6.1.3.1 95DM725 End of line register subscriber nest
 - 6.1.3.2 95DM726 Reverse polarity subscriber nest
 - 6.1.3.3 95DM728 Tones subscriber nest
 - 6.1.3.4 RF7300 Keltron radio network receiver
 - 6.1.3.5 CSU NEST-LS Data gathering panel
- 6.1.4 If the municipality contains hard wired accounts, a test timer will be provided to test the integrity of the nest scanning hardware.
 - 6.1.4.1 This timer shall be set to change states at least once per hour on one of the hard-wired nests.
 - 6.1.4.2 This test account will have the installing alarm company 24-hour emergency number programmed in the automation.
 - 6.1.4.3 In the event of a test failure, it will be the responsibility of the installing alarm company to repair the system in a timely manner.
- 6.1.5 All power supplies shall use the Keltron recommended 12-volt, 25-amp hour batteries as backup, regardless of any external UPS it may be connected to.
- 6.1.6 The AC power fail output should be connected to account number zero (0) whenever possible.
- 6.1.7 Signaling to DU-COMM will be accomplished by a high speed leased line modem (Keltron 10MV321 or equivalent), a leased voice grade line (VMNC circuit), and a POTS line for backup.
- 6.1.8 Installing alarm company will be responsible for ordering and maintaining one (1) leased line, one POTS line at DU-COMM, and one POTS line at the municipality or fire district.

- 6.1.9 These modems will be powered from a separate UPS of at least 350 watts.
- 6.1.10 The installing alarm company will also install a Keltron 703VP head at DU-COMM for reception of remote alarm signals.
- 6.1.11 The head will contain a 95K3068-5 serial card to provide RS232 signals to the signal processing system. A 24-volt power supply and two (2) 12-volt, 25-amp hour batteries will be installed to power the system.
- 6.1.12 Cable runs will be the responsibility of the installing alarm company.

6.2 Firmware Requirements

- 6.2.1 In addition to standard firmware required for alarm monitoring, the following Keltron firmware upgrades are required for communication with DU-COMM.
 - 6.9.1.1 SP0055 Printer disable on key switch
 - 6.9.1.2 SP0016S Serial alarm output on slave head
 - 6.9.1.3 97P0049 Trouble shunt mode
 - 6.9.1.4 97P0025 REMP allows backup of database and CUL codes to a pc
- 6.2.2 The installing alarm company shall provide the firmware revision number and a list of all options included in the Keltron firmware they intend to use, which will help insure firmware compatibility with the existing DU-COMM system.
- 6.2.3 Any issues involving firmware incompatibility are the responsibility of the installing alarm company including costs or maintenance associated with the Keltron firmware in their system.

6.3 Software and Programming

- 6.3.1 SIS System
- 6.3.2 DU-COMM/ADT will provide passwords and a workstation for programming of all new alarm accounts into the automation system.
 - 6.3.2.1 Passwords will be issued for access to account programming only, and system parameters will not be accessible to outside vendors.
 - 6.3.2.2 Entering of new accounts is the responsibility of the installing alarm company.
 - 6.3.2.3 DU-COMM/ADT will not be responsible for any data entry errors.
- 6.3.3 Templates will be made available for faster entry of new accounts.
 - 6.3.3.1 Specific templates will be available for reverse polarity fire, burglary, tone fire, tone burglary, and supervisory (if used).
 - 6.3.3.2 A separate template will be used for Keltron radio accounts and must be used with all account installations.
 - 6.3.3.2 Modifications of existing templates or addition of new templates must be approved by DU-COMM prior to use.

6.3.4 Test timer signals (1 per municipality or fire district) will be on a special account and are set up to handle 1-hour test signals.

6.3.4.1 These signals are used to test receiver and data link integrity only.

6.3.5 There will be no other test signals processed by the SIS system.

6.3.6 Keltron radio test signals must be processed by the 703 system, and only pass a failure to test to the automation.

6.4 Keltron System

6.4.1 A template should be set up on account #9999 for the purpose of providing a standard account programming structure.

6.4.1.1 It also eliminates the need to key in common data every time a new account is loaded.

6.4.1.2 Once created, this account should be taken out of service permanently at the Keltron as well as the SIS system.

6.4.2 Programming parameters are available on a separate sheet of this document, or are available as a REMP file for upload directly to a 703 system.

6.4.2.1 Any deviation from these parameters must be approved by DU-COMM or ADT.

6.5 Modem Setup Parameters

6.5.1 Dial

6.5.1.1 Dial a number = (skip to next menu item)

6.5.1.2 Edit a number = #0 (program the answer modems #)
= #0 - #9 Empty in answer modem

6.5.1.3 Ring Times = 1 Times

6.5.1.4 Progress Tone = Don't care

6.5.1.5 Redial Delay = 2 Second

6.5.1.6 Dial Type = Tone

6.5.1.7 SPK. Control = Until DCD on

6.5.1.8 SPK. Volume = High

6.6.2 Protocol

6.6.2.1 Protocol Type = Direct

6.6.2.2 Discon. Method = Immediate

6.6.2.3 Login Check = Disabled

6.6.2.4 Send Password = Off

6.6.2.5 Callback Number = #0

6.6.2.6 Callback Timer = Disabled

6.6.2.7 Connect Code = DCE/EC/DTE

6.6.2.8 Compress = Off

6.6.2.9 Send Break = Off

6.6.2.10 Break Option = 0

6.6.3 Test Menu

6.6.3.1 Clear All (Hit Enter)

6.6.4 Config Modem

6.6.4.1 Speed = V32 96Q

6.6.4.2 ORG/ANS = 1 of each in modem set

6.6.4.3 Auto Retrain = On

6.6.4.4 TX Clock = Internal

6.6.4.5 RTRN. Threshold = Low

6.6.4.6 ASI Overspeed = +1%

6.6.4.7 Make/Break = US (39%)

6.6.4.8 Force Off Hook (Skip to next menu item)

6.6.4.9 OH By DTR = Off

6.6.4.10 Pump Edit (Skip to next menu item)

6.6.4.11 FB/FF CTRL. = On

6.6.4.12 LL TX Level = Depends on circuit being used.

6.6.4.13 Ideal level is -22DBM when connected.

6.6.4.14 Do not go hotter than -22 as these modems are more sensitive.

6.6.4.15 DL TX Level = -10 DBM

6.6.4.16 Remote Access = Off

6.6.4.17 Dynamic Range = -12. .-44DBM

6.6.5 Config DTE

- 6.6.5.1 DTE Speed = 9600
- 6.6.5.2 Flow Control = Off
- 6.6.5.3 DTR Off Action = Force On
- 6.6.5.4 DTR Control = 108-1 (Originate Modem)
- 6.6.5.5 DTR Control = 108-2 (Answer Modem)
- 6.6.5.6 RTS Control = Force On
- 6.6.5.7 DSR Control = Force On
- 6.6.5.8 DCD Control = Normal
- 6.6.5.9 Data Form = ASYNC
- 6.6.5.10 Total Bits = 10
- 6.6.5.11 AL by 141 = Off
- 6.6.5.12 RDL by 140 = Off

6.6.6 Command

- 6.6.6.1 Command Mode = Dumb Mode
- 6.6.6.2 Auto Baud = Off
- 6.6.6.3 Framing = ASYNC
- 6.6.6.4 ASYNC Form = 8-N-1
- 6.6.6.5 Idle Char = Idle

6.6.7 Line Setup

- 6.6.7.1 Line Type = 2W Leased Line
- 6.6.7.2 Leased to Dial = Auto
- 6.6.7.3 Backup Tel = #0
- 6.6.7.4 Backup Speed = V32 96Q
- 6.6.7.5 Dial to Leased = Auto
- 6.6.7.6 D -> L Timer = 90 MIN
- 6.6.7.7 Dial to Dial = On

6.6.8 Profile

6.6.8.1 Load (Skip to the “Save” Menu Item)

6.6.8.2 Save = User profiles #0 (Hit Enter)

6.6.8.3 User Profiles #1 (Hit Enter)

6.6.8.4 User Profiles #2 (Hit Enter)

6.6.8.5 Go to “Powerup” Menu Item:

6.6.8.6 Powerup = User Profiles#0

6.6.9 Notes

6.6.9.1 Do not leave modems in the status display when you are not on site.

6.6.9.2 Always leave modems in their normal display (V32 96Q Direct) (L ANS/ORG Connect 9)

6.7 Power Requirements

6.7.1 Power supplies for the Keltron 703 units will be kept in a cabinet located in a different room within DU-COMM approximately twenty-five (25) to forty (40) feet from the unit itself.

Programming for Keltron 703 Radio Accounts

EVENT CODES

CODE	DESCRIPTION	CODE TAG	PRINT
110	FIRE	FIRE CODE	RED
111	FIRE	FIRE CODE	RED
113	BURGLARY	NONE	BLACK
137	BURGLARY	NONE	BLACK
200	SUPERVISORY	NONE	BLACK
301	TAMPER	NONE	BLACK
305	RADIO RESET	PANEL RESET	BLACK
307	RADIO TROUBLE	TROUBLE CODE	BLACK
370 - 373	TROUBLE	TROUBLE CODE	BLACK
382	SUPERVISORY	NONE	BLACK
602	TEST	NONE	
FT	FAIL TO TEST	NONE	BLACK
RT	RESTORE TEST	NONE	BLACK

ZONE MESSAGES

1	FIRE	FIR
2	TROUBLE	TRB
3	SUPERVISORY	SUP
4	BURGLARY	BUR
5	FIRE	FIR
6	SUPERVISORY	SUP
7	BURGLARY	BUR
8	SPARE	UNK

SUPERVISION

Enable supervision

Code 602

Interval To be determined

RADIO FIRE ALARM MONITORING NETWORK

QUALIFICATIONS AND CAPABILITIES PROPOSAL INSTRUCTIONS

PLEASE SUBMIT 2 original Qualifications and Capabilities Proposals as follows:

Contractor is asked to include the following information on its proposal:

- 1) Title page (name, address, phone, contact person, date)
- 2) Table of contents
- 3) Overview that specifically addresses the capability of Contractor to provide on-going management, maintenance and service of the City's radio fire alarm monitoring network, including staffing availability
- 4) Company profile and history
- 5) Documentation/evidence that the Contractor possesses the qualifications and is able to comply with specifications, including being an authorized Keltron contractor in good standing
- 6) A detailed summary indicating the Contractor's ability to comply with Sections B, C and D of the specifications.
- 7) Exhibit #2 References

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

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

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

RADIO FIRE ALARM MONITORING NETWORK

COST PROPOSAL INSTRUCTIONS

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

- 1) Complete Exhibit #1 Price Worksheets and Questionnaire.
- 2) Provide, in detail, the information requested for:
 - i) The extent and frequency of maintenance and service which is included in the “per month/subscriber location” for Items C-14c), d), e)
 - ii) Those items or services not included in the “per month/subscriber location” costs
 - iii) Non-standard installation costs when the provided radio antenna is insufficient to provide Network connectivity and/or when power supply for the transceiver is located more than 10 feet from the installation location.
 - iv) Hourly service rate for Network equipment repairs or service calls above and beyond the monthly maintenance fee paid per radio
 - v) Any other fees, charges, or licenses fees which may be applicable to the proposal
 - vi) Proposals should include payment requirements (advance, partial payment based on progress/phases, milestones, completion, etc.)
- 3) Certification of Compliance
- 4) Notice of Deviations
- 5) Contractor Certification Part I
- 6) Contractor Certification Part II
- 7) Equal Employment Opportunity Clause
- 8) Drug Free Workplace Certification
- 9) Certificate of Insurance

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

BIDDER has examined copies of all the Request for Proposal Documents and of the following Amendments
(receipt of all which is hereby acknowledged):

Amendment #	Date	Amendment #	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXXX CUT OUT XXXXXXXXXX

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

SEALED BID – DO NOT OPEN

PART I: **QUALIFICATIONS and CAPABILITIES**

RADIO FIRE ALARM MONITORING NETWORK

PROPOSAL FROM: (Insert your company name below)

Sealed Proposals due: Friday, June 2, 2017 prior to 11:00 a.m.
Public Bid Opening: Friday, June 2, 2017 at 11:00 a.m.

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

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

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXXXXXX CUT OUT XXXXXXXXXX

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

SEALED BID – DO NOT OPEN

PART II: **COST PROPOSAL**

RADIO FIRE ALARM MONITORING NETWORK

PROPOSAL FROM: (Insert your company name below)

Sealed Proposals due: Friday, June 2, 2017 prior to 11:00 a.m.
Public Bid Opening: Friday, June 2, 2017 at 11:00 a.m.

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

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

RADIO FIRE ALARM MONITORING NETWORK

CERTIFICATION OF COMPLIANCE

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

Check One:

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

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

This Business Firm is: (check one)

☐ Corporation ☐ Partnership ☐ Individual ☐ LLC

Firm Name: _____

Firm Address: _____

Signature: _____

Print Name: _____

Position: _____

Phone #: _____

Fax #: _____

e-mail address: _____

Date signed: _____

ACKNOWLEDGED AND AGREED TO:

By _____

(Authorized Signature and Title)

State of _____

County of _____

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

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

Operational Contact for this work

Name: _____

Phone #: _____

e-mail: _____

Sales Contact

Name: _____

Phone #: _____

e-mail: _____

Billing Contact

Name: _____

Phone #: _____

e-mail: _____

(Signature of Notary Public)

(Seal)

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

RADIO FIRE ALARM MONITORING NETWORK

NOTICE OF DEVIATIONS

NOTICE OF DEVIATIONS for the (1) Specification and/or (2) Agreement Requirements: We deviate from (1) the desired SPECIFICATIONS of the City of Wheaton and/or (2) the RADIO ALARM NETWORK EQUIPMENT INSTALLATION AND ON-GOING MANAGEMENT, MAINTENANCE AND SERVICE AGREEMENT, in the following areas (Please reference the specific requirement number):

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

Company Name_____

Signature_____

Print Name_____

Job Title_____

Date Signed_____

**CITY OF WHEATON, ILLINOIS
RADIO ALARM NETWORK EQUIPMENT INSTALLATION AND
ON-GOING MANAGEMENT, MAINTENANCE AND SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the **CITY OF WHEATON**, an Illinois municipal corporation ("**City**"), located at 303 W. Wesley Street, Wheaton, Illinois, 60189 and _____ ("**Contractor**"), located at _____.

WHEREAS, the City has determined that it is reasonable, necessary, and desirable to engage the Contractor to manage, maintain and service the City's existing Keltron Wireless Radio Alarm Network ("**Network**") and to provide and install certain new equipment to the Network consistent with the City's Radio Fire Alarm Monitoring Network Request for Proposal package which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit A**; and

WHEREAS, Contractor has submitted a cost proposal and a qualifications and capabilities proposal to provide and install certain new equipment to the Network and to manage, maintain and service the Network, a copy of which is attached hereto and incorporated herein as if fully set forth as **Group Exhibit B**, and represents that it has the necessary expertise and experience to manage, maintain and service the Network and to install the equipment provided, upon the terms and conditions set forth herein below.

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

SECTION 1. SCOPE OF SERVICES.

A. Recitals. The recitals set forth above, including Group Exhibits A and Group Exhibit B, are incorporated herein as substantive terms and conditions of this Agreement and represent the intent of the parties. Any inconsistency between the services as stated by the City in Group Exhibit A and the services as proposed by the Contractor in Group Exhibit B shall be controlled by the services as stated by the City in Group Exhibit A, unless specifically waived in writing in the contrary to this Subsection 1A. Where this Agreement is inconsistent with any provision of Group Exhibit A or Group Exhibit B, this Agreement shall control.

B. Retention and Services. The City retains the Contractor to provide the required equipment and to perform, and the Contractor agrees to provide the required equipment and to perform, all necessary services and work in connection with the project services identified below, collectively (both services and equipment provided) referred to hereinafter as "**Services**", which Services the Contractor shall provide pursuant to the terms and conditions of this Agreement:

Radio Alarm Network Equipment Installation, Management, Maintenance and Service Services as more fully described in the attached proposal, Group Exhibit B, which shall be considered contractual requirements that must be met by Contractor.

Contractor shall furnish all labor, materials, and equipment to provide and perform the Services.

C. Contract Administration.

- (i) A "Work May Proceed" order will be issued by the City's Procurement department upon confirmation of a properly executed Agreement.

- (ii) Once the “Work May Proceed” order is issued, the Contractor’s primary contact with the City will become the Project Manager.
- (iii) The Project Manager’s primary responsibility is to assure that the City receives the equipment and services in accordance to the terms and conditions and requirements of this Agreement. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor project progress; address any quality issues and change orders; review and approve deliverables.

D. Reporting. The Contractor shall regularly report to the City's Fire Chief, or his designee, regarding the progress of the Services during the term of this Agreement, which shall include, but not be limited to, updates on the work completed, assumptions, and problems encountered.

E. Time Of Performance. The Contractor shall perform the Services as indicated in the attached proposal, Group Exhibit B.

F. Additional Services. The Contractor shall provide only the Services specified in this Agreement and its attached Exhibits. Additional services that are not part of the Services of this Agreement may be assigned subject to prior written approval or direction of the City. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

G. Change Orders.

- (i) The City reserves the right to make changes to the Scope of Services by altering, adding to, or deducting from the Services, without invalidating this Agreement. All such changes shall be executed under the conditions of the original Agreement.
- (ii) Should the Contractor consider that a change in the Scope of Services, the contract sum, or any delivery date is required, then the Contractor shall initiate a change order and submit it to the Project Manager for documented approval before proceeding with the work.
- (iii) Issuance of an oral statement, or verbal approval, is not to be considered a Change Order and is not an authorization to proceed.
- (iv) Approved Change Orders will be numbered in sequence and dated.
- (v) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion, or any combination thereof.
- (vi) Change Orders will describe the change or changes, will refer to the proposal(s) involved, and will be signed by the City and the Contractor prior to implementing the change.
- (vii) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the City will authorize the documented Change Order which will be confirmed as a contract amendment.

H. Material and Equipment. All equipment identified by manufacturer name, trade name, catalog number, or reference, in the City's specifications contained in Group Exhibit A, shall be furnished by Contractor as identified in those specifications and the Contractor shall not propose to furnish an "equal" item of equipment. If any item of equipment is no longer available, the City must approve of any proposed "equal" item prior to Contractor's placement of the order. The City will not incur any additional costs for the "equal." All components used in the manufacture or construction of materials, supplies, and equipment, and all finished materials and equipment, shall be new, the latest make/model, of the best quality, and of the highest grade workmanship, unless otherwise specified in this Agreement. All material and equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, UL or other nationally recognized certifying body.

I. Nonconforming Equipment. In the event that the equipment is not in compliance with the City's specification documents contained in Group Exhibit A and/or with the executed Agreement, the City will reject the equipment and Contractor shall remove the rejected equipment at his expense promptly after notification of rejection. Contractor shall provide replacement of rejected equipment immediately. If replacement is not timely, as determined by the City, the Procurement Officer will purchase items for comparable grade in the open market, to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities. The City reserves the right to either cancel the equipment order, request the Contractor to issue credit to the City, or deduct such amount from monies owed. Should public necessity demand it, the City reserves the right to use or consume equipment delivered and/or installed which is substandard in quantity, subject to an adjustment in price to be determined by the Procurement Officer.

J. Contractor Use of Premises. Contractor shall confine its operations to areas permitted by all laws, ordinances, and permits, as well as this Agreement. Contractor shall conduct its operations in the locations required by this Agreement in a manner that avoids interference with use of the building and building operations at those locations and in a manner which protects persons and property. Contractor shall maintain all areas where Services are provided free from accumulation of waste, debris, and rubbish caused by its operations. Cleaning and disposal operations shall comply with Federal, State and local ordinances and anti-pollution laws. Upon completion of Services, Contractor shall sweep its work areas broom clean; remove waste materials, rubbish, tools, equipment, machinery, materials, and surplus equipment; clean the area and leave it ready for use. Contractor shall touch-up and otherwise repair and restore marred exposed finishes and surfaces. If utility shut-down is required, Contractor shall provide the City Fire Chief two (2) days advanced warning and an estimation of the duration of the required utility shut-down.

K. Operations and Maintenance Information. Contractor shall supply operating and maintenance manuals or information upon the City's request.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

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

B. Invoices and Payments. The Contractor shall be paid as provided in Group Exhibit B. Authorization of payment requires the following: receipt by the City of invoices from the Contractor containing sufficient detail of the Services performed to enable the City to properly evaluate the payout request; acceptance by the City of the Services, including equipment; and receipt of other paperwork required by this Agreement. The City shall pay Contractor in accordance with the Illinois Local Government Prompt Payment Act. Payment will be made to the Contractor either through the City's Purchasing Card Program, MasterCard, in which payment will occur at the time

of Service delivery, or through a Contractor generated invoice. Invoices shall be submitted to the City within six (6) months of completion of the Services. Any invoices submitted in excess of six (6) months from the date that Services were completed, will not be paid. Under no circumstances will a third party be reimbursed for Services performed under this Agreement.

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

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

SECTION 3. REPRESENTATIONS OF CONTRACTOR.

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

B. Professional License. The Contractor represents that it is properly licensed by the State of Illinois Department of Professional Regulation as an alarm contractor pursuant to 225 ILCS 447/10-5.

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

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

SECTION 4. INDEMNIFICATION; INSURANCE; LIABILITY

A. Indemnification. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the City or of the Contractor, indemnify, save harmless, and defend the City, and its officials, directors, officers, employees, agents, and attorneys, in whole or in part from and against any and all lawsuits, claims, demands, damages, liabilities, losses, fines, judgments, settlements, penalties, costs, and expenses, including, but not limited to reasonable expert witness and attorneys' fees, as well as costs of litigation, that arise, or may be alleged to have arisen, out of or in connection with:

- i. the installation, maintenance, operation or nonoperation of the Network, but barring claims of acts of God, wars, riots, civil unrest and or utility interruptions.

- ii. the Contractor's performance of or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the City.
- iii. the Contractor's failure to comply with any federal, state, or local law applicable to its performance under this Agreement.

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

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

B. Insurance. Contemporaneous with the Contractor's execution of this Agreement, the Contractor shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth by the City in the Special Provisions for: Insurance Coverage for Professionally Licensed Contractors Providing Services and Equipment, included in Group Exhibit A to this Agreement.

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

D. No Liability to Any Third Party. The City shall have no liability to any third party as a result of the failure of the Network to operate as intended. However, the City shall notify the Contractor of any Network failure that it becomes aware of. Contractor agrees that it shall include in all contracts for services provided to the Network, a provision which states that the customer agrees that the City shall have no liability in the event that the Network fails to operate as intended.

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

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "**Confidential Information**" shall mean information in the possession or under the control of the City relating to the technical, business, or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Contractor from a source other than the City prior to the time of disclosure of said information to the Contractor under this Agreement ("**Time of Disclosure**"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Contractor or the City; or (iv) to have been

supplied to the Contractor after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

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

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

SECTION 6. EQUIPMENT INSTALLATION AND ON-GOING MANAGEMENT, MAINTENANCE, AND SERVICE AGREEMENT GENERAL PROVISIONS.

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

B. Term. This Agreement shall become effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Contractor and it shall be in effect for three (3) years from the date of acceptance by the City, unless terminated sooner in accordance with the terms of this Agreement, with two (2) one-year renewal extensions at the discretion of the City.

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

D. Default. If it should appear at any time that the Consultant has failed or refused to perform, or has delayed in the performance of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy

the Services or any other requirement of this Agreement ("**Event of Default**"), then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

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

2. **Termination of Agreement by City.** The City may terminate this Agreement as to any or all Services yet to be performed, effective at a time specified by the City.

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

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

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

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

H. **Warranties.** Contractor warrants that the services provided for under this Agreement will be completed in a good and workmanlike manner in accordance with applicable codes, ordinances, regulations or other legal requirements that are in effect at the time of this Agreement. Contractor also warrants that the equipment provided in accordance with this Agreement will be free from material defects in materials and workmanship and shall provide the City with all available and applicable warranties and guarantees provided by the manufacturer. Contractor shall extend such manufacturer warranties and guarantees to a period of three (3) years and shall provide all manufacturers' warranty information to the City. The three (3) year warranty period shall begin from the date of head end remote equipment and subscriber location radio installations and shall include all parts and labor. Defective products shall be repaired or replaced without cost to the City. The rights and remedies provided herein are in addition

to and do not limit any rights afforded to the City by any other provision or term in this Agreement or by law. If within the warranted guaranty period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the Contractor. At the Contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or equipment to the complete satisfaction of the City. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the Contractor shall be paid by the Contractor.

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

SECTION 7. COMPLIANCE WITH LAWS AND GRANTS.

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

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

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

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

E. Patriot Act (USA Freedom Act) Compliance. The Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and

that it is not acting, directly or indirectly for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the City that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

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

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

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

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

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

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

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

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

City for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

SECTION 8. GENERAL PROVISIONS.

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

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

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

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

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

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

G. Time. Time is of the essence as to each provision of the City's Radio Fire Alarm Monitoring Network Request for Proposal.

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

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

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

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

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

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

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

If to the Contractor:

If to the City:

City of Wheaton

Attn: City Clerk

303 W. Wesley Street, Box 727

Wheaton, IL 60189-727

E-Mail: cityclerk@wheaton.il.us

Fax #: 630-260-2017

IN WITNESS WHEREOF, the parties have entered into this Agreement this ____ day of ____, 2017.

CITY OF WHEATON, an Illinois municipal corp.

By: _____ Date: _____

ATTEST:

BY: _____
Sharon Barrett-Hagen, City Clerk

CONTRACTOR

BY: _____ Date: _____
Signature

Its: _____

ATTEST:

BY: _____

Title: _____

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

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

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

**Radio Alarm Network Equipment Installation and
On-going Management, Maintenance and Service Agreement**

hereby certifies that the undersigned Contractor:

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

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

- ___4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the City of Wheaton; or
- ___4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).
5. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state of the United States.
 6. agrees that, to the extent required by the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 et seq.), as now existing or hereafter amended, the undersigned shall comply with the Illinois labor employment requirements as set forth in the Act.
 7. is, to the extent required, in compliance with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

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

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

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

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

**Radio Alarm Network Equipment Installation and
On-going Management, Maintenance and Service Agreement**

hereby certifies that the undersigned Contractor:

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

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

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

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

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

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the

City State Zip Code

Signature of Authorized Representative

Title

Date

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

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

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

(Printed name of Contractor)

Address

provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III: For the purposes of subsection 7 of Section II, “subcontract” means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor’s obligations under one or more public contracts is performed, undertaken or assumed; the term “subcontract,” however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

By _____
(Authorized Signature and Title)

State of _____

County of _____

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

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

(Signature of Notary Public)

(Seal)

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

Special Provisions for: Insurance Coverage for Professionally Licensed Contractors Providing Services and Equipment

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

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits of not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000) POLICY LIMIT**.
The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all public liability claims which may arise in the course of performance of this contractual Agreement. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the City's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Professional Errors And Omissions Coverage** with limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** each claim and in the aggregate covering the Contractor against all sums which the provider shall become obligated to pay on account of any error and / or omission arising out of the performance of the professional services for the City under this Agreement. The professional liability insurance shall remain in effect for a period for not less than four (4) years after the completion of the services to be performed by the provider under this Agreement.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against the provider or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the

required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation and Professional Liability, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and
- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- D. Providers' insurance is primary with respects to any other valid or collectible insurance the City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

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

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The City may accept claims based policies on a case by case basis providing the Professional Services provider purchases claims made policy for two (2) years past the Agreement completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Agreement Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses provider for the actual increase in provider's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this Agreement shall be in force throughout the Agreement's Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable

evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Agreement without any further obligation to the Contractor; and

- M. Contractual and other liability insurance provided under this Agreement shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

**END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR PROFESSIONALLY LICENSED CONTRACTORS
PROVIDING SERVICES AND EQUIPMENT**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Wheaton
303 West Wesley Street PO Box 727
Wheaton, IL 60187-0727
Attn Procurement Officer (fax) 630-260-2017

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

AUTHORIZED REPRESENTATIVE

Agreement Addendum 2

Special Provisions for: Wages of Employees on Public Works

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

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

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

Du Page County Prevailing Wage for July 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		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
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		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
FENCE ERECTOR	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	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		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
IRON WORKER	W	ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER E		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
ORNAMNTL IRON WORKER W		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
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
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	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		43.430	46.040	1.5	1.5	2.0	10.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530

Special Provisions for Wages of Employees on Public Works

SHEETMETAL WORKER	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	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	20.76	0.000	0.700
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	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
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
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	35.920	36.120	1.5	1.5	2.0	8.280	8.760	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	42.620	43.620	1.5	1.5	2.0	10.05	13.34	0.000	0.670

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

Special Provisions for Wages of Employees on Public Works

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.

OPERATING ENGINEER - FLOATING

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

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

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

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

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Agreement Between the City of Wheaton, IL
and _____

RADIO FIRE ALARM MONITORING NETWORK

CHANGE ORDER # _____

Change Order required due to:

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

Type of Change Order:

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

Attached is: ☐ Contractor's Proposal ☐ Description of Change

Cost and Schedule Control Summary

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

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

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

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

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

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

For Budget Purposes

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

Contractor: _____ Date: _____

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