

AGENDA

SPECIAL RULES MEETING OF THE BOARD OF TRUSTEES VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

Village Hall

7:00 p.m.

October 15, 2012

Roll Call

1. Request to Purchase Sewer Televising Camera
2. A Motion to Awarding of the 2012 Fall Asphalt Restoration Contract
3. Awarding of the 2012 Fall Concrete Restoration Contract
4. Request to Enter into a Contract to Reconstruct Police Station Parking Lot
5. A Resolution Establishing Trick-Or-Treat Hours in Park Forest

Mayor's Comments

Manager's Comments

Trustee's Comments

Attorney's Comments

Audience to Visitors

Adjournment

Agenda Items are Available in the Lobby of Village Hall

AGENDA BRIEFING

DATE: October 8, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Kenneth Eyer

RE: Request for Purchase Order to Replace the Current Sewer Televising Camera.

BACKGROUND/DISCUSSION: The existing sewer televising camera was purchased October 2001. Technology has moved rapidly in the eleven (11) years the Village has had this camera. This camera records on video tape and is analog only. Department of Public Works would like to replace this camera with one that has a tilt head to look down sewer connections. Provide digital read outs to a flash drive that can be transferred to the computer to review problem areas. With an additional program to be added to a computer in the Department of Public Works office, the data collected can be reviewed and notations added, stills of problem areas capture. This information can then be transferred to the GIS information system.

The engineering staff will use this camera to evaluate the condition of sewer pipe and find possible inflow and infiltration (I&I) problems. This will be an allowable expense to comply with Thorn Creek Sanitary District's I&I policy.

The proposal from Standard Equipment Company (sole source) for the Rovver X Basic Truck Package, camera model RCX90. The camera is their demonstration unit which comes with a full one year warrantee. The cost for the complete Rovver X Basic Truck Package is \$58,000. This price includes Demonstrator discount, allowance for the trade-in of the Village's old camera.

In addition to this package, the WinCan V8 Core License Software to be used on a computer in the Public Works Office in Village hall at a cost of \$3500.00.

Funding for this purchase will come out of the Sewer Fund. A budget amendment is also required.

Mike O'Conner will be at Village hall prior to the Board Meeting to demonstrate the Rovver X Basic Truck Package.

The Department of Public Works requests the Board authorize the Village Manger to issue a purchase order in the amount of \$61,500.00 to Standard Equipment Company, located at 2033 West Walnut Chicago, Illinois for the purchase of the Rovver X Basic Truck Package and WinCan V8 software.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the special Rules and Regular meeting of October 15, for discussion and consideration.

Recipient:

Ken Eyer, Director of Public Works
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

Standard Equip. Co.

Mike O'Connor, Sales Representative
Standard Equipment Company
2033 West Walnut
Chicago, IL 60612
312-208-5012
moconnor@standardequipment.com

Quote: 0000017170

Date: Oct 9, 2012

Submitted by: Standard Equip. Co.

Part No.	Unit	Qty.	Extended
E-RX-sys-truck-basic	US \$74,670.00	1	US \$74,670.00

ROVVER X Basic Truck Package

includes RCX90 camera (high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless rotation, pressure sensor, and twin laser diodes for measuring feature width); ROVVER X 130 crawler (steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera); capability to transfer data to included desktop VisionReport software to generate reports and save data; wheels (6 small rubber, 4 medium rubber, 4 large rubber wheels, 4 medium grease wheels, 4 wheel spacers); VC200 control pendant to operate crawler, reel and camera (daylight viewable touch screen, MPEG-4 video encoding, storage to flash drive or USB Stick, online diagnostics and firmware updates, desk mount); RAX300 automatic motorized cable reel (with meter counter, splash-proof rating, 1000' orange transmission cable); power supply for 115/230V; wireless remote control; 25' extension cable (connecting VC200 to RAX300) with emergency power switch.

SPCL	US \$-8,670.00	1	US \$-8,670.00
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Demonstrator discount. Unit quoted is a stock unit currently being used for demonstrations and trade shows. *The system is subject to prior sale.

SPCL	US \$-8,000.00	1	US \$-8,000.00
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Trade in: Village of Park Forest existing Rovver 600 crawler, RC80 camera, CCU and accessories.

Recipient:

Ken Eyer, Director of Public Works
Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

Standard Equip. Co.

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Chicago, IL 60612
312-208-5012
moconnor@standardequipment.com

Quote: 0000017170

Date: Oct 9, 2012

Submitted by: Standard Equip. Co.

Part No.	Unit	Qty.	Extended
E-000-0057-00	US \$3,500.00	1	US \$3,500.00

WinCan V8 Core License

includes country language, PACP import/export, crack width and deformation
meaurement, WinCan Text, Draw, and VCR controls

Total: US \$61,500.00

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: Cash

FOB: Randolph, NJ

Currency: US \$

Respectfully Submitted,

Standard Equip. Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by

Date

AGENDA BRIEFING

DATE: October 5, 2012

TO: President Ostenburg
Board of Trustees

FROM: Kenneth A. Eyer

RE: Awarding of the 2012 Fall Asphalt Restoration Contract

BACKGROUND/DISCUSSION:

On Thursday, September 27, 2012 the Department of Public Works (DPW) opened 3 bids for the 2012 Fall Asphalt Restoration Contract. Invitations to bid were published in the *Star* Newspaper and were also sent qualified bidders. Pavement Systems, Inc., located in Blue Island, IL, was the lowest qualified bidder in the amount of \$34,597.00 dollars. See attached Bid Tab.

This contract will provide for the restoration on Asphalt driveways, roads, and/or damaged due to past water main breaks. Also, to replace asphalt removed by Village forces to repair/replace drainage in the commuter lot at the Park Forest Station. This work will be paid for from the Water fund. Currently there are sufficient funds for this work. The work scheduled for the commuter lot will come from funds budgeted in the Municipal Parking fund.

Pavement Systems, Inc., has performed asphalt restoration work for the village in the past. This work was done in a timely manner and the quality of the work has been satisfactory.

According to the bid specifications and, if agreed by the contractor, DPW may add additional work to be performed in an amount not to exceed 30% of the bid amount. DPW requests the authorization to take advantage of this opportunity if necessary, and as determined by the Village Engineer.

RECOMMENDATION: Award the 2012 Fall Asphalt Restoration Contract to Pavement Systems, Inc, from Blue Island, IL, in the amount of \$34,597.00 dollars with a 30% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed \$44,976.10 dollars, and to authorize the Village Manager to enter into a Contract with Pavement Systems, Inc., for this work.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of October 15, 2012 for discussion and consideration.

Asphalt Restoration FY13 - bid tab

Asphalt Restoration FY13
 Bid's submitted on Sept. 27, 2012, 11:30 a.m.

Pavement Systems, Inc.
Blue Island, Illinois

M&J Asphalt Paving Co.
Cicero, Illinois

Gallagher Asphalt Corp.
Thornton, Illinois

Engineering Estimate
Park Forest, Illinois

ITEM	QTY.	UNIT	UNIT PRICE	TOTAL						
1 Class D Patch Special 5 1/2" (Street)	466	S.Y.	\$ 65.00	\$ 30,290.00	\$ 54.00	\$ 25,164.00	\$ 95.50	\$ 44,503.00	\$ 79.00	\$ 36,814.00
2 Class D Patch Special 4" (Driveway)	81	S.Y.	\$ 47.00	\$ 3,807.00	\$ 104.58	\$ 8,470.98	\$ 89.50	\$ 7,249.50	\$ 75.00	\$ 6,075.00
3 Traffic Control & Protection	1	L.S.		\$ 500.00		\$ 3,000.00		\$ 1,600.00		\$ 1,500.00
<u>BID TOTAL</u>				\$ 34,597.00		\$ 36,634.98		\$ 51,752.50		\$ 44,389.00

AGENDA BRIEFING

DATE: October 5, 2012

TO: President Ostenburg
Board of Trustees

FROM: Kenneth A. Eyer

RE: Awarding of the 2012 Fall Concrete Restoration Contract

BACKGROUND/DISCUSSION:

On Thursday, September 27, 2012 at 11:30 a.m., the Department of Public Works (DPW) opened 4 bids for the 2012 Fall Concrete Restoration Contract. Invitations to bid were published in the *Star* Newspaper and were also sent qualified bidders. Strada Construction Company., located in Addison, IL, was the lowest bidder in the amount of \$17,338.50 dollars. See attached Bid Tab.

This contract will provide for the restoration on concrete driveways, sidewalk, and curb removed and/or damaged due to past water main breaks. This work will be paid for from the WATER FUND – DISTRIBUTION. Currently there is sufficient funds for this work.

Strada Construction Company has performed concrete restoration work for the village in the past and is currently the Village Sidewalk replacement contractor for the State Motor Fuel Tax year. According to the bid specifications and, if agreed by the contractor, DPW may add additional work to be performed in an amount not to exceed 30% of the bid amount. DPW requests the authorization to take advantage of this opportunity if necessary, and as determined by the Village Engineer.

RECOMMENDATION: Award the 2012 Fall CONCRETE RESTORATION Contract to Strada Construction Company, from Addison, IL, in the amount of \$17,338.50 dollars with a 30% contingency for additional work as determined by the Village Engineer, for a total cost not to exceed \$22,540.50 dollars, and to authorize the Village Manager to enter into a Contract with Strada Construction Company for this work.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the Special Rules and Regular meeting of October 15, 2012 for discussion and consideration.

The Department of Public Works requests the Board authorize the Village Manger to issue a purchase order in the amount of \$61,500.00 to Standard Equipment Company, located at 2033 West Walnut Chicago, Illinois for the purchase of the Rovver X Basic Truck Package and WinCan V8 software.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the special Rules and Regular meeting of October 15, for discussion and consideration.

Recipient:

Ken Eyer, Director of Public Works
 Village of Park Forest
 350 Victory Drive
 Park Forest, IL 60466

Standard Equip. Co.

Mike O'Connor, Sales Representative
 Standard Equipment Company
 2033 West Walnut
 Chicago, IL 60612
 312-208-5012
 moconnor@standardequipment.com

Quote: 0000017170**Date:** Oct 9, 2012**Submitted by:** Standard Equip. Co.

Part No.	Unit	Qty.	Extended
E-RX-sys-truck-basic	US \$74,670.00	1	US \$74,670.00

ROVVER X Basic Truck Package

includes RCX90 camera (high-resolution CCD color zoom camera with 10x optical and 12x digital zoom, auto shutter, auto/manual focus, built-in LED lighting, +/-135 degree tilt, endless rotation, pressure sensor, and twin laser diodes for measuring feature width); ROVVER X 130 crawler (steerable with twin high-performance motors and 6-wheel drive, anodized aluminum/stainless steel chassis with pressure indicator, inclination and tilt sensors, location transmitter, rear viewing video camera); capability to transfer data to included desktop VisionReport software to generate reports and save data; wheels (6 small rubber, 4 medium rubber, 4 large rubber wheels, 4 medium grease wheels, 4 wheel spacers); VC200 control pendant to operate crawler, reel and camera (daylight viewable touch screen, MPEG-4 video encoding, storage to flash drive or USB Stick, online diagnostics and firmware updates, desk mount); RAX300 automatic motorized cable reel (with meter counter, splash-proof rating, 1000' orange transmission cable); power supply for 115/230V; wireless remote control; 25' extension cable (connecting VC200 to RAX300) with emergency power switch.

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Demonstrator discount. Unit quoted is a stock unit currently being used for demonstrations and trade shows. *The system is subject to prior sale.

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includes country language, PACP import/export, crack width and deformation
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Total: US \$61,500.00

Notes: This proposal may be withdrawn if not accepted within the period shown below. All equipment remains the property of the seller until sum stated above is paid in full. We propose to furnish labor and material, complete in accordance with above specifications, and subject to the conditions found on this agreement, for the sum stated above in accordance with the terms as specified.

Expiration Period: 30 days

Terms: Cash

FOB: Randolph, NJ

Currency: US \$

Respectfully Submitted,

Standard Equip. Co.

The above, prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized for the work specified. Payment will be made as specified.

Accepted by

Date

AGENDA BRIEFING

DATE: October 8, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Cliff Butz, Kenneth Eyer

RE: Request to Enter into Contract to Reconstruct Police Station Parking Lot

BACKGROUND/DISCUSSION: The Police Station Parking Lot has deteriorated to a point that it needs to be reconstructed. To accomplish this task, the Police Department and the Department of Public Works contacted the Gordian Group which oversees Job Order Contracting. The Gordian Group arranged for F. H. Paschen to provide a competitive bid price to reconstruct the Police station parking lot. This project will provide a complete removal of the existing parking lot, replace with stone base, binder and surface course, new curb and gutter, new LED lighting and related items. The lump sum cost for this work is \$210,000.00

The Village is able to use Job Order Contracting (JOC) by using the City of Naperville's Cooperative Job Order Contract (Procurement #11-082) to F. H. Paschen. The Village Attorney has reviewed the Agreement and statutory reference to 30 ILCS 525, known as the "Governmental Joint Purchasing Act" ("Act"). The Act gives the authority for the Village to enter into the Cooperative Job Order Contract with F.H. Paschen under the City of Naperville's RFP 11-082. Mr. Derek LaDuke with the Gordian Group will be at the Board Meeting to answer any question the Board may have concerning JOC.

The project will be funded by \$175,000.00 from the Police Department budget for the parking lot, \$20,000.00 that was encumbered from the 2011/12 budget by finance and the additional 15,000.00 will come from the Police Department's State Asset Forfeiture Narcotics Fund. An additional \$20,000.00 contingency will also come, if needed, from the State Narcotics Fund, bringing the total to \$235,000.00.

The Police Department and the Department of Public Works requests the Board authorize the Village Manger to issue a purchase order in the amount of \$210,000 plus a contingency \$25,000 if bad soil conditions are encountered or other unforeseen items to F.H. Paschen, General Contractors located at 5515 N. East River Road, Chicago Illinois.

SCHEDULE FOR CONSIDERATION: This item will appear on the Agenda of the special Rules and Regular meeting of October 15, for discussion and consideration.

Buying Construction Repair in Illinois Is Easier than Ever – Thanks to Naperville!

The City of Naperville has awarded a Cooperative Job Order Contract (Procurement #11-082) to F.H. Paschen, for use by other jurisdictions in Illinois pursuant to 30 ILCS 525. It is a competitively bid on-call contract that cities, counties, colleges & universities, municipalities and public schools systems across Illinois can use to quickly order repair and alteration construction services. The contract is extremely easy to access through ezIQC.com. ezIQC® is the award-winning service created by the JOC procurement experts, The Gordian Group, that empowers you to rapidly order work and count on the help of a JOC expert guiding you through project scoping, proposal review and the rest of the procurement process in days and weeks instead of months. Every year over **\$1.5 billion** in high-quality construction is expedited nationally using Gordian's proven time and cost saving job order contracting solutions.

On your mark—get set—GO! ezIQC's rapid response.

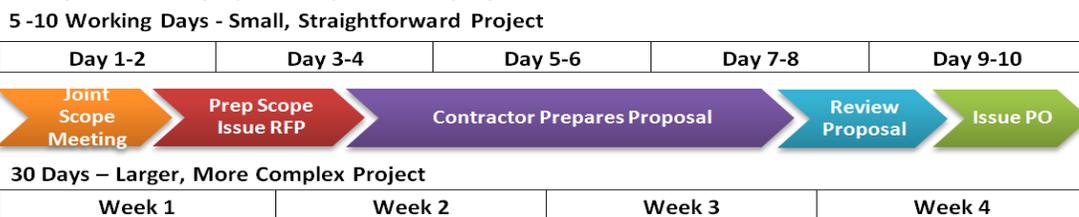
Joint Scope Meeting: After entering your project, your local ezIQC representative will quickly schedule a Joint Scope Meeting at the project site to help you and the contractor agree on the details of the work that the contractor will perform. The scoping process allows the contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront, open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.

Detailed Scope of Work: We will then help you prepare a Detailed Scope of Work that describes the work the contractor will perform. The Detailed Scope of Work will be sent along with the Request for Proposal to the contractor.

Price Proposal: Next, the contractor prepares a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog® almost like ordering off of a menu. They simply multiply the unit price X the required quantities X the contractor's competitively bid Adjustment Factor. That's it. No haggling. No extra charges. The contractor also prepares a construction schedule and a list of proposed local subcontractors.

Price Proposal Review: Want another set of eyes to review the Price Proposal? Our standard service is for your ezIQC representative to review the Price Proposal, make sure the contractor has selected the appropriate tasks and quantities and ask the contractor to make any required changes. Only then will your ezIQC representative submit the Price Proposal for your final review.

Purchase Order: If you are 100% satisfied with the Price Proposal, construction schedule, and proposed subcontractors, and decide to move forward, you can ask the contractor to submit payment and performance bonds and certificates of insurance on your standard forms. For some projects, payment and performance bonds may not be required. If the bonds and insurance are acceptable, you simply issue a purchase order for the contractor to proceed. The construction is now ready to begin in a fraction of the time that you normally spend to procure a project.



Construction: Site inspections and construction management follow your standard process. When necessary changes arise, you have the flexibility to change the Detailed Scope of Work with ezIQC. Extra work and changes are priced from the Construction Task Catalog for your specific area. There are no more negotiated change orders. Everything is prepriced. Contractors are motivated to provide a high quality project because the opportunity for future work is tied to their current performance. There is no guarantee that the contractor will receive additional projects.

Get Started

1. Go to www.ezIQC.com
2. Enter your contact information and brief project description
3. An ezIQC representative will contact you and walk you through the process



Naperville



At Paschen, We Know Construction



For over 100 years, the Paschen family has provided construction services throughout the Midwest. Although we are ranked 93rd in the Top 400 Contractors in the US (Engineering News Record), we still operate under a “Small Company” philosophy of personalized service and building client relationships full of confidence and trust.

Our first JOC contract started in 1986 and for 25 years we have worked to perfect the delivery method. During the past five years alone, we completed over \$400 million of work on 35 job order contracts. Currently, we have 66 JOC contracts in-progress nationwide totaling over \$700 million in capacity and in 2007 we were named JOC Contractor of the Year by the Los Angeles Unified School District. With 70 staff members devoted solely to JOC, Paschen’s local offices are ready to serve you. Your construction needs will be fulfilled quickly, conveniently and with the utmost quality. And now with ezIQc, getting your project up and running is only a mouse click away.



Illinois - Headquarters
5515 N. East River Road
Chicago, IL 60656
773.444.3474

What can the Naperville JOC Contract be used for?

- Repair and Renovations
- Design-Build
- Emergency Work
- Fast-Track Projects
- Library Renovations
- ADA Upgrades
- Infrastructure Work
- LEED Improvements
- Parks
- Pools
- Playgrounds
- Office Rehabilitation
- Civil Utilities
- Fire and Police Stations
- Interior Buildouts
- Building Additions
- Summer Critical School Projects
- Mechanical Upgrades
- Remediation Work

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Go to www.ezIQc.com to get your job started today and ask for us!

1-888-993-9472
www.ezIQc.com

September 15, 2011

Name
Agency
Address
City, ST ZIP

Dear Mr. /Mrs. Name:

I am writing to invite you to an exciting informational breakfast session here at the City of Naperville Municipal Center. It will be held in our City Council Chambers on October 4, 2011 from 9 a.m. to 11:00 a.m. As you may know the City of Naperville has awarded a Cooperative Job Order Contract (Procurement #11-082) to F.H. Paschen, for use by other jurisdictions in the State of Illinois pursuant to 30 ILCS 525. It is a competitively bid on-call contract that you can use to quickly order repair and alteration construction services for both horizontal and vertical work. The City of Naperville has made this on-call contract available to public entities across the state including cities, counties, colleges & universities, municipalities, and public school systems.

I hope to see you at the event but, even if you can't make it, ordering from this contract will be easy. It is being facilitated by the Gordian Group's ezIQC[®]. You can enter a project at www.ezIQC.com to see how easy it works. The ezIQC team works closely with you to create a detailed scope of work for each project, review the contractor's price proposal and walk you through the entire procurement process. You simply review the proposal package to determine if it is within budget and schedule. There is no obligation to move forward on the project until you approve a price proposal and issue a purchase order to the contractor. The end result, proven over 21 years of utilization around the world, is high quality construction delivered at a fraction of the time and cost, all while saving you months in procurement time.

If you haven't already, you will begin to receive the *ezIQC Connection*, a monthly newsletter from the Gordian Group, in the next few days so that you can see what ezIQC clients across the nation are accomplishing with the system. In the meantime, I invite you to visit www.ezIQC.com today to learn more about the process and possibly put in a project for a quote. It is so easy.

I hope you can join The City of Naperville at the informational session to discuss the value these contracts can bring to your agency. Breakfast will be provided before the meeting. We kindly ask you to RSVP to the ezIQC staff at 1-888-993-9472 or email at ContactUs@ezIQC.com by **Thursday, September 29, 2011 by 4:30 pm (EST)**. I hope to see you here!

Should you have any questions, please do not hesitate to call me at 630.420.6064 or email me at bevism@naperville.il.us.

Sincerely,



Michael Bevis, JD
CPPO, CPSM, C.P.M., PMP
Chief Procurement Officer

 ORIGINAL



ORIGINAL

City of Naperville

CONTRACT

RFP 11-082

Job Order Contract

Jan Fischer, CPPB
PROCUREMENT SPECIALIST
630.420.6062
fischerj@naperville.il.us

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT M - AGREEMENT

A G R E E M E N T

This Agreement is entered into this 1st day of March, 2011,
between the City of Naperville, an Illinois Municipal Corporation, with offices at 400
South Eagle Street, Naperville, Illinois 60540 (hereinafter the *CITY*) and
F.H. Paschen, S.N. Nielsen & Associates LLC and licensed to do business in the State of Illinois
(hereinafter the *CONTRACTOR*).

WITNESSETH, that the *CITY* has determined that it requires Job Order Contracting
Services and the *CONTRACTOR* is in the business of providing these services and is
willing to provide same, for and according to the terms and conditions of the attached
Request for Proposal No. 11-082 (hereinafter the *RFP*).

NOW, THEREFORE, in consideration of the mutual promises delineated in the *RFP*,
the parties agree that:

1. The *CONTRACTOR* shall perform all of the work, furnish all of the material and
labor necessary to complete the aforementioned services.
2. The *RFP* shall consist of the following listed documents, signed by the proposer
where necessary, and which are attached to this Agreement and incorporated herein
by reference:

1. This Agreement
2. General Terms & Conditions
3. Scope of Work and Submittal Requirements
4. Proposal Forms
5. JOC General Conditions
6. Addenda, if any
7. Technical Specifications
8. Construction Task Catalog®
9. Supplemental Specifications
10. Advertisement for proposals
11. Performance Bond
12. Affidavit of Compliance
13. Rider Clause
14. Bid Bond
15. Certificates of Insurance

RFP NUMBER: 11-082

RFP TITLE: Job Order Contracting - 2011

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT M - AGREEMENT

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the RFP and this Agreement and intend to be bound by their terms.

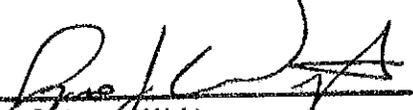
CITY OF NAPERVILLE, IL

By: 
Douglas A. Krieger
City Manager

Date: 6/19/11

F.H. Paschen, S.N. Nielsen & Associates LLC

CONTRACTOR

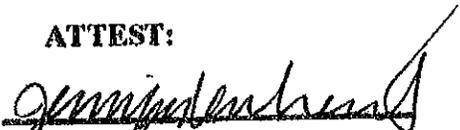
By: 
[Name] Leo Wright
[Title] Agent

Date: 3/1/11

ATTEST:

By: 
Pam LaFeber
City Clerk

ATTEST:

By: 
[Name] Jennifer Lenhart
[Title] Marketing Manager

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE II - GENERAL TERMS AND CONDITIONS

CITY OF NAPERVILLE
ARTICLE II
GENERAL TERMS AND CONDITIONS

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS. FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

RFP PROCESS

PROPOSAL FORMS

Proposals must be accompanied by a fully executed Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places, and submitted in a sealed envelope.

PROPOSAL DEPOSIT

When a proposal deposit is required as indicated on the Request for Proposal, each proposal must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois, a cashier's check or a certified check. For this project, the proposal deposit shall be in the amount of \$25,000.00. When proposals are awarded, the Purchasing Manager will return all checks except those of the successful proposer. The check(s) of the successful proposer will be returned upon the submission within ten (10) days of a properly executed performance bond.

SUBMISSION OF PROPOSALS

All proposals submitted must be received in an envelope by the Purchasing Division before the time specified for receipt of proposal. The envelope must be clearly marked "SEALED PROPOSAL" -WITH THE RFP TITLE, RFP CALL NUMBER, DATE DUE AND TIME OF RECEIPT, written on the front of the envelope. The Purchasing Manager, or his designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Purchasing Division). Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the proposal opening will not be considered.

ADDENDUM

Proposers shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

SAMPLES

Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples may be retained during the life of the contract.

NO PROPOSAL RESPONSE

In the event you cannot submit a proposal, please return the Proposal with an explanation as to why you are unable to propose and mark it "NO PROPOSAL."

QUESTIONS

All questions concerning the RFP shall be submitted to the Purchasing Division. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division in writing by 12:00 (noon) on February 14, 2011 so that the Purchasing Division can issue a written response to all proposers of record in the form of an addendum. Whenever the answer to a question is contained in the documents, the proposer shall be directed to the provision in the specifications which responds to the question. The City of Naperville, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of proposals.

PARTY INTERESTED IN MORE THAN ONE PROPOSAL

A party who has quoted prices for Work, materials, or supplies to a proposer is not thereby disqualified from quoting prices to other proposers or from submitting a proposal directly for the Work, materials, or supplies.

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PROPOSALS BINDING FOR 180 DAYS

Unless otherwise specified in the specifications, all formal RFP submitted shall be binding for one hundred & eighty (180) calendar days following date of receipt.

WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of a proposal will be granted if the request is received by the City prior to the specified time of opening.

PROPOSERS INVITED TO PROPOSAL OPENING

At the time assigned for the opening of formal proposals, the proposals will be opened and read aloud. Proposers are encouraged to attend all openings and to offer constructive suggestions for improvements to proposal format or any way in which greater savings can be realized.

AWARDING THE PROPOSAL

CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS

The contract will be awarded to the responsible, responsive proposer, or any other proposer determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions sought by the requesting department. The City reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications may be considered by the City:

- (a) The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- (b) Whether the proposer can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;

- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract;
- (i) Proposer's record of experience in this field of endeavor; and, the size and scope required in the proposals specifications;

NOTICE OF AWARD

The City intends to accept in writing one of the proposals, within one hundred & eighty (180) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the City. Notice of Award will be posted on Demandstar by Onvia, our e-bidding site, for all proposers within the time for acceptance specified in the Request for Proposal.

CONTRACT AWARD

MANDATORY TERMS

By submitting a proposal the Proposer agrees to accept to be bound by the following terms and requirements in any resulting contract:

REGISTRATION REQUIRED

Companies awarded proposals should be registered to do business in the State of Illinois. The Purchasing Division may verify status with the State by calling 217-782-7880 prior to awarding contract.

VETERANS PREFERENCE ACT

In the event of a tie, the City will give preference according to the Veterans Preference Act; Illinois Revised Statutes, Chapter 126-1/2, Section 23, Effective July 1, 1935 as amended September 6, 1990; In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works

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undertaken or contracted for by the State, or by any political subdivision there, preference shall be given to persons who have been members of the armed forces of the United States or who, while citizens of the United States, were members of the armed forces of allies of the United States in time of hostilities with a foreign country, and have served under one or more of the following conditions:

- (1) The veteran served a total of at least six months, or
- (2) The veteran served for the duration of hostilities regardless of the length of engagement, or
- (3) The veteran served in the theater of operations but was discharged on the basis of hardship, or
- (4) The veteran was released from active duty because of a service connected disability and was honorably discharged. But such preference shall be given only to those persons who are found to possess the business capacity necessary for the proper discharge of the duties of such employment. No political subdivision or person contracting for such public works is required to give preference to veterans, not residents of such districts, over residents thereof, who are not veterans.

BOND REQUIREMENTS

EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

Within ten (10) calendar days of acceptance of the proposer's proposal by the City, the proposer must supply a Performance Bond and a Labor and Materials Bond in the amount of \$1,000,000. The surety company must be licensed to do business in the state of Illinois. In the event that the parties agree to exercise an option period, the Proposer shall deliver a new Performance Bond and Labor and Materials Bond meeting the requirements above.

FAILURE TO FURNISH BOND

In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the City, then the bid bond of the proposer shall be retained by the City as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said

City will sustain due to the proposer's failure to furnish said bonds.

SPECIFICATIONS

FORMAL SPECIFICATIONS

When a formal, numbered specification is referred to in this invitation, no deviation from that specification will be permitted.

PRICE

TAX EXEMPTION

Sales to the City of Naperville are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our tax exemption number is E9997-4398-05.

FINANCIAL RESPONSIBILITY PROVISIONS

GENERAL GUARANTY

Contractor agrees to:

- (a) Save the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
- (b) Protect the City against latent defects in materials or workmanship and to repair or replace any articles damaged or marred; and
- (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City and the State of Illinois. All permits, licenses, and fees will be reimbursed to the Contractor by the City.

WARRANTIES

Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him FOR A PERIOD OF ONE YEAR from date of delivery and installation if required unless otherwise specified in the specifications. If within the guarantee 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

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expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the City.

TERMINATION

This Agreement may be terminated by the City at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the City's substantial failure to perform, the Contractor shall be paid the Work completed to date, subject to setoff for any damages, losses or claims against the City resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the City upon notice and without cause, upon completion of any phase of the Work, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the City during any phase of a Job Order, the Contractor may be paid for services rendered during the phase on the basis of the proportion of Work completed on the phase as of the date of termination to the total Work required for that phase. In the event of any such termination, the Contractor also may be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Work, and paid for all unpaid Work not in dispute.

Reimbursable expenses mean the amount of Work completed by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

INSURANCE: At the Contractor's expense, the Contractor shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor must furnish Certificates of Insurance to the City with its submitted proposal. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the City. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Contractor maintains higher limits than the minimums shown below, the City shall be entitled to coverage for higher limits maintained by the Contractor.

A. Commercial General Liability:

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

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Limits:	
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

B Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:	
Combined Single Limit Per Accident	\$2,000,000.00

C Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

D Employers' Liability

Limits	
Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

E Errors & Omissions Liability/Professional Liability:

Errors & Omissions Liability insurance appropriate to the Contractor's profession. Architects and engineers coverage is to be endorsed to include contractual liability.

Per Occurrence	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

If Errors & Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract Work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract Work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to

the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract Work.

F Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of Work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such Work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Contractor's insurance policy, or as a separate owner's policy.

2. For any claims related to the performance of the Contractor's Work, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all Work performed by the Contractor, its employees, agents and subcontractors.

The Contractor understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the Contractor from the requirements set forth herein.

DRAWINGS AND DOCUMENTS

Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the Project shall be the property of the City.

Any drawings and other documents required to be prepared by the Proposer as part of their proposals

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and/or made pursuant to any resulting contract for the Project shall be the property of the City.

All documents, including without limitation, drawings, specifications, and computer software prepared pursuant to any resulting Agreement are instruments of service with respect to the Project.

Such documents are not intended or represented to be suitable for reuse by the City or others for expansions of the Project or for any other Project.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Contractor its employees and agents, or any of its subcontractors. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its Work and shall indemnify and hold harmless the City, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Acceptance of the Work will not relieve the Contractor of the responsibility for subsequent correction of any such errors, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited by the listing of any insurance coverage.

Nothing contained herein shall be construed as prohibiting the City, its commissioners, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold

harmless the City, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

The Contractor shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or its agents, or by changes ordered in the Work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Contractor's control. In the event of such delay, the Contractor will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

The Contractor shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Contractor by others without the Contractor's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

The City will release and hold harmless the Contractor for delays or losses experienced by the City or others which result from the discovery of concealed conditions which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services may be considered.

ASSIGNMENT/TERMINATION/DEFAULT

SUCCESSORS AND ASSIGNS

The City and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the City nor the

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Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Contractor.

MATERIAL SAFETY DATA SHEETS

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import, and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

The Contractor who is awarded this contract, and if the above paragraph applies to Work completed under this Contract, must submit prior to issuance of the Notice to Proceed, Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

COMPLIANCE WITH THE LAW

The Contractor and Contractor's employees, agents, subconsultants and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and license and permit requirement in the performance of any Contract pursuant to this bid, including, without limitation and to the extent applicable, the Illinois Prevailing Wage Act, the federal Davis-Bacon Act, the American Recovery and Reinvestment Act, and the Employment of Illinois Workers on Public Works Act. The Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. For additional information regarding the Illinois Prevailing Wage Act, see below.

**PUBLIC WORKS PROJECTS-
EMPLOYMENT OF ILLINOIS LABORERS**

Whenever there is a period of excessive unemployment in Illinois, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement or for the cleanup and on-site disposal of hazardous waste for the State of Illinois or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Illinois laborers on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of Work involved, if so certified by the Contractor and approved by the contracting officer.

PREVAILING WAGES

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 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.

Contractor shall submit to the City on a monthly basis all certified payroll records for prevailing wage Work performed by Contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of Work each day. The Contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the Contractor is aware that filing

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records known to be false is a Class B misdemeanor offense.

The wage rates set forth in these specifications were the rates in effect at the time these specifications were issued. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect for the County the Work is taking place, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to this Contract from the effective date of such revision.

The wage rates for the Six County Area have been included for reference purposes only. If performing work outside the Six County Area, the Contractor is responsible for obtaining the wage rates for that County and ensuring the hourly wages paid to workers is in full compliance with this Contract.

NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS

Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such Work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

FORCE MAJEURE

Whenever a period of time is provided for in this Agreement for either the CITY or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other

business entity that holds a controlling interest in Contractor, whether held directly or indirectly.

PAYMENT

The City of Naperville may make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less. For all other Job Orders, the Owner may make partial, monthly payments based on a percentage of the Work completed.

Before submitting an Application for Payment (Final or Partial), the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

All payments pursuant to any contract resulting from this solicitation shall be made by Electronic Funds Transfer. The ACH system is the primary electronic funds transfer (EFT) system used to make payments. Prior to being awarded a Contract, The Contractor may be required to complete an authorization agreement for automatic deposit.

ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The order of precedence of the component contract parts shall be as follows:

1. Agreement
2. Article II - General Terms and Conditions
3. Article III - Scope of Work and Submittal Requirements
4. Article IV - Proposal Forms
5. Article V - JOC General Conditions
6. Addenda if any
7. The Job Order.
8. The Design, Drawings and Specifications.
9. Volume III -- Technical Specifications
10. Volume II -- Construction Task Catalog[®]
11. Exhibit B - Supplemental Specifications
9. Advertisement for proposals (copy of advertisement to be attached to back cover).
10. Performance Bond, if required.

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ARTICLE II - GENERAL TERMS AND CONDITIONS

The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

AMENDMENTS AND MODIFICATIONS

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the City and the authorized representative of the Contractor.

STANDARD OF CARE

The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Contractor's fulfillment of the scope of work in accordance with accepted professional planning and/or engineering standards.

LAWS GOVERNING

This contract shall be governed by the laws of the State of Illinois. Venue for any action related to this agreement shall be in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

RIGHT TO AUDIT CLAUSE

RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:

The Contractor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the Work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, contractors hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation may include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor may provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the Work for a period of at least four (4) years from the date of the completion of the Work.

The City will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit. The Contractor will provide the City with adequate and appropriate workspace, with access to photocopy machines, during the audit. The Contractor will include in its subcontracts a provision granting the City the right of audit provisions against subcontractors as contained in this article.

STANDARD OF PERFORMANCE

Contractor warrants and guarantees to the City that the Work shall be performed in a manner consistent with a high standard of construction practices for projects of a similar nature. Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing any Subcontractors to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work.

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The Contractor warrants to the City that materials and equipment furnished will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, will be fully compatible with existing materials and equipment and that the Work will conform with all requirements. Work not conforming to these requirements, including Substitutions not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be pre-qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

TESTING AND INSPECTION OF THE WORK

All construction shall be subject to tests and inspections at all reasonable times and at all places prior to acceptance. The Contractor shall afford safe access to the Work Site upon reasonable request by the City or any governmental agency to perform tests, inspections or observations. Any such inspection or test shall be for the sole benefit of the City and shall not relieve the Contractor of the responsibility of assuring that the construction strictly complies with this contract. Inspections and tests shall not be construed as constituting or implying acceptance of the construction.

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ARTICLE III - SCOPE OF WORK AND SUBMITTAL REQUIREMENTS

CITY OF NAPERVILLE
ARTICLE III
SCOPE OF WORK AND SUBMITTAL REQUIREMENTS

DISCLAIMER

The City of Naperville Procurement Services and its service provider Demandstar by Onvia are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Proposers using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Naperville Procurement Services Team to provide a contact name, mailing address and phone number to obtain a complete set of bidding documents/proposal forms and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Naperville is prohibited.

INTRODUCTION

The City of Naperville is a suburb in northeastern Illinois, located approximately thirty miles west of the City of Chicago. The City of Naperville has been ranked as the most desirable place to live in the central United States, according to Money Magazine's "Best Places to Live" list. Naperville earned top honors in the magazine's annual list among cities with populations of more than 100,000.

Proposals are now being accepted by the City of Naperville (City) for a qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method.

Respondents shall submit to the City of Naperville a proposal, which will address the various components as set forth in this Request for Proposal (RFP).

SCOPE OF SERVICES

1. Definitions.

- A) **Accelerated Schedule** shall mean the Work that is to take place between the hours of 6:00 PM to 7:00 AM weekdays and any times during Saturday, Sunday, and the Owner's Holidays as well as for projects in which the Owner requires the normal construction schedule to be accelerated for the purposes of completing the Detailed Scope of Work in an expedited manner.
- B) **Adjustment Factor(s)** shall mean the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Construction Task Catalog[®]. The Adjustment Factors must be expressed as an increase to or a decrease from the published Unit Prices.
- C) **Agency** shall mean any local unit of government, not-for-profit businesses, and any other applicable entity that can purchase Work under this contract. The Agency becomes the Owner during execution of the Work.

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- D) **Base Term** shall mean the initial period of the Contract and does not include any Option Terms.
- E) **City of Naperville** shall include the departments for which Naperville is responsible for procuring Work; it is also known as "City."
- F) **Construction Task Catalog[®]** shall mean a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. It is also referred to as the CTC.
- G) **Contract Documents** shall mean Volume I: RFP Solicitation Documents; Volume II: The Construction Task Catalog[®]; Volume III: The Technical Specifications; addenda; fully executed performance and payment bonds; executed agreement; executed Job Orders and Job Order related documents; and all other documents attached to the Contract and/or incorporated by reference in it.
- H) **Detailed Scope of Work** shall mean the complete description of the Work to be provided by the Contractor under an individual Job Order. The Detailed Scope of Work will include sufficient documentation for a given Job Order as determined by the Owner. Documentation may include a narrative description of the Work, partial architectural documents or full architectural documents depending on the complexity of the specific Work to be accomplished under the Job Order.
- I) **Estimated Annual Value** shall mean an estimate of the value of Job Orders that could be issued to the Contractor each year.
- J) **Fees** shall mean those license fees specified in Article III.1.10.b.
- K) **Job Order** shall mean the collection of documents associated with the Job Order, including but not limited to: the Scope of Work; the Request for Price Proposal; the Price Proposal; the Notice to Proceed specifying the Job Order Amount; Job Order Completion Time; the list of Subcontractors; and any special conditions that might apply to that Job Order.
- L) **Job Order Amount** shall mean the firm, fixed price, lump sum dollar amount to be paid to the Contractor for completing the Detailed Scope of Work in conformity with all terms of the Contract Documents. The Job Order Amount shall be determined by the sum of all CTC work tasks times the published Unit Price times the quantity required to complete the Work times the appropriate adjustment factor(s).
- M) **Job Order Completion Time** shall mean the period of time in calendar days set forth in the Job Order to complete the Detailed Scope of Work.

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- N) **Job Order Proposal Package** shall mean the Contractor prepared documents submitted to the Owner after the Price Proposal has been approved and before a Notice to Proceed is issued. The list of individual documents required for the Job Order Proposal Package is included in the Contract Documents.
- O) **Joint Scope Meeting** shall mean the meeting at either at the project site or a location of the City's choosing in which the Contractor and the City discuss the Work that is to be performed before the Detailed Scope of Work is finalized.
- P) **Non Pre-Priced Tasks** shall mean an item of Work required by the Detailed Scope of Work that is not included in the Construction Task Catalog[®] but within the general Scope and intent of the Contract.
- Q) **Non Pre-Priced Adjustment Factor** shall mean the Contractor's competitively bid adjustment to Non Pre-Priced Tasks. Delete definition if there is no Non Pre-Priced Factor.
- R) **Normal Working Hours** shall mean the hours from 7:00 AM to 6:00 PM Monday through Friday, except for Owner holidays. Hours may change depending on Owner.
- S) **Notice to Proceed** shall mean the written direction from the Owner to complete the Detailed Scope of Work for the Job Order Amount within the Job Order Completion Time. The Notice to Proceed (also known as NTP) will be issued after the Owner approves the Contractor's Job Order Proposal Package. The City may use a Purchase Order or similar document in lieu of a Notice to Proceed.
- T) **Option Term** shall mean the additional terms of the Contract beyond the Base Term. An Option Term extends the time of the Contract
- U) **Owner** shall refer to and mean Agency where applicable.
- V) **Owner's Representative** shall mean the Architect, Project Manager, Construction Manager, Inspector, and/or any person as designated by the Agency procuring the work.
- W) **Potential Maximum Time** shall mean the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.
- X) **Pre-Priced Task** shall mean the an item of Work required by the Detailed Scope of Work that is included in the Construction Task Catalog[®] and has a published Unit Price.
- Y) **Price Proposal** shall mean the document prepared by the Contractor using the PROGEN[®] software quoting a lump sum, fixed price for the completion of the

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Detailed Scope of Work. The Price Proposal may contain both Pre-Priced and Non Pre-Priced work tasks.

- Z) **PROGEN[®]** shall mean the Owner's management software package used by the Owner and the Contractor to prepare the Job Order related documents including, but not limited to, the Detailed Scope of Work, the Request for Price Proposal, the Price Proposal, the Subcontractor Estimate, and the Notice to Proceed.
- AA) **Request for Design** shall mean the written request for the Contractor to provide stamped A/E Design and/or stamped drawings for a specific Job Order. It is also known as an RFD.
- BB) **Request for Price Proposal** shall mean the written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work. It is also known as an RFPP.
- CC) **Site** shall mean the location or facility at which the Work will be performed. It is also known as Project Site or Job Site.
- DD) **Six County Area** shall mean the counties of DuPage, Will, Cook, Lake, McHenry, and Kane.
- EE) **Subcontractor** shall mean any person or entity with whom the Contractor contracts to perform any part of the Detailed Scope of Work for a Job Order, including subcontractors or material suppliers of any tier.
- FF) **Technical Specifications** shall mean Volume III of this Contract; the comprehensive listing of the Owner's standards for quality of workmanship and materials that set the standard for the required quality of the Work.

2. **Background.** The City of Naperville is using a Request for Proposal (RFP) process to award a Contract to an experienced construction Contractor. The RFP process will allow the City to select the Proposer whose proposal offers the best value to the City based on the City's Evaluation Criteria. The Contractor awarded the Contract shall perform in accordance with the Contract Documents as detailed herein. The Estimated Annual Value for the City's JOC program is \$1,000,000.

3. **Scope of the Work.** The Scope of Work under this Contract shall be set forth in individual Job Orders issued hereunder. Upon receipt of a Notice to Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as furnished by the City or Agency, needed to perform the necessary improvements as required, including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to buildings, dwellings, facilities, etc. as owned, operated, managed, etc. by the City of Naperville or other agencies as so noted. The City is not

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obligated nor does it guarantee that the Contractor will perform work in the above mentioned categories.

This Contract may also be used as joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.

4. Job Order Contracting (JOC) – Overview. Job Order Contract (JOC) is a fixed-price indefinite-quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of infrastructure, buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Notice to Proceed against the Contract.

Under the JOC concept, the Contractor furnishes management, labor, materials, equipment and engineering support needed to perform the Work.

The JOC includes a Construction Task Catalog[®] (CTC). This CTC was developed by the City of Naperville and is based on the use of experienced labor and high quality materials. All of the unit prices incorporate prevailing area cost data. The labor prices are based on prevailing wages in the Will County, as determined by the Illinois Department of Labor. The CTC also incorporates local activity, climate and geographic features.

In Part 2 of the Proposal, Proposers will offer a price adjustment to be applied to the CTC unit price. The CTC and the Contractor's Adjustment Factors will be incorporated in the awarded Contract.

The JOC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the CTC at the time of Contract award. These tasks are referred to as "Non Pre-priced Tasks". Non Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC.

5. The Contract Documents. The Contract Documents constituting component parts of this Contract are listed below:

- Volume I: RFP Solicitation Document
- Volume II: The Construction Task Catalog[®]
- Volume III: The Technical Specifications

6. Purchase of the Contract Documents. The Contract Documents will be available on a CD at a cost of \$25.00 each. CD's can be picked up at the Procurement Services Department located at 400 S. Eagle St., Naperville, IL 60540; sent standard mail or express mail with your account number; and/or downloaded off our website at www.naperville.il.us. Contact us at 630.420.6064 or griesslerj@naperville.il.us if needed.

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7. Proposal Pricing.

- a) The Proposer's Adjustment Factors shall include all of the Proposer's direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums, insurance, licensing fees, mobilization, proposal development, and all contingencies in connection therewith.
- b) Any revision by the Illinois Department of Labor to the applicable minimum hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid for Work performed under the Contract.
- c) In order to be responsive, each Proposer must submit three (3) Adjustment Factors. The first Adjustment Factor is to be applied to Work to be performed during Normal Working Hours. The second Adjustment Factor is to be applied to Work to be performed on an Accelerated Schedule. The third Adjustment Factor is a Non Pre-Priced factor to be applied to work not included in the Construction Task Catalog® (CTC). These Adjustment Factors shall be used for any and all Work procured under this contract. For proposal evaluation purposes only, the following weights will be used to determine the Combined Adjustment Factor, and ultimately, the Award Criteria Figure:

Type of Adjustment Factor	Percentage of Work
Normal Working Hours	60%
Accelerated Schedule	20%
Non Pre-Priced	20%

- 1. Normal Working Hours = 60% Weight*
- 2. Accelerated Schedule = 20% Weight*
- 3. Non Pre-Priced = 20% Weight*

* Weighted Amounts are for Proposal Evaluation Purposes Only

8. Contract Performance Period.

- a) This is a Contract for the repair or construction of items to be specified in individual Job Orders, effective for the period of 24 months from the date of award.

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- b) There are three bilateral options periods. Both parties must agree to extend the Contract for an option period. The Contract allows for a maximum of three additional Contract options of 24 months each from the expiration of the previous term. Work ordered prior to but not completed by the expiration of any Contract period will be completed with all provisions of the Contract still in force. The City and the Contractor may agree to extend the term of an option period.
 - b) Performance time for each Job Order issued under this Contract will be determined in accordance with Article III of the JOC General Conditions - Scope of Work and Procedure for Ordering Work.
 - c) The City is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Job Orders begins.
9. **Contract Amount.** The Estimated Annual Value of the Contract is \$1,000,000. The Contract may result in more or less than the Estimated Annual Value being issued.
10. **Cooperative Purchasing.**
- a) Any Agency, as defined in this Contract, is able to procure construction services from this Contract.
 - b) Any Agency may purchase construction services from the Contractor utilizing this Contract. **For all work procured under this Contract, the Contractor agrees to pay a 6% licensing fee (Fees) due and payable within five (5) days from the date that the Contractor receives a Notice to Proceed or similar authorization. Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the City's sole discretion, may be deemed grounds for termination of this Contract.**
 - b) The Contractor acknowledges that EZIQC, LLC will administer cooperative purchases through this Contract and the City has no obligation to administer purchases by an Agency.
 - c) The City and The Gordian Group authorize the Contractor's use of Proprietary Information (as defined in the Job Order Contracting System License specified in Article III.I of the JOC General Conditions) in the presentation and promotion of the availability and use of the Contract by an Agency. The Contractor authorizes the City and The Gordian Group the use of the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of the Contract by an Agency.

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- d) The City and The Gordian Group shall not be liable or responsible for any obligation, including, but not limited to, payments due under a purchase order, or similar purchasing document, issued by an Agency.
- e) Remittance of Fees: The Contractor shall remit the Fees to the following address:

Make Checks Payable to: EZIQC, LLC

Mail Checks to: EZIQC, LLC
Attention: A/R Department
140 Bridges Road, Suite E
Mauldin, SC 29622
- f) The City and The Gordian Group may request records from the Contractor for all Cooperative Purchasing through this Contract and payment of all Fees. If discrepancies exist between cooperative purchasing activity and Fees paid, the City or The Gordian Group will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the City and The Gordian Group, the City and The Gordian Group reserve the right to engage a third party to conduct an independent audit of the Contractor's records and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.
- g) The City of Naperville selected its Job Order Contracting system through a competitive process that resulted in the most qualified system that produces the best, most cost effective results. The Contractor is expected to promote the City of Naperville's JOC program and to avoid all conflicts of interest with the promotion of other JOC systems to any Agency eligible to purchase under this Contract. The promotion of other JOC systems to any Agency eligible to purchase under this Contract may be grounds for termination of this Contract.
- g) Contractors shall review, complete and submit Attachment L - Rider Clause showing in which jurisdictions Contractor is willing to perform Work.

11. Work Outside the Six County Area

- a) This contract is to be used primarily for Work on facilities under the jurisdiction of the City of Naperville. However, This Contract may also be used as joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois.
- b) While it is anticipated that the majority of work will occur within the Six County Area, there is the possibility an Agency outside the Six County Area may procure Work using this Contract. As such, there is no additional travel compensation for

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Work taking place within the Six County Area. The Contractor, however, may be compensated for additional travel costs for work outside the Six County Area via the following:

- 1) It is the Contractor's choice whether or not to Work outside the Six County Area.
- 2) The Contractor and Agency have to agree whether or not the Contractor may be reimbursed for travel expenses. The Agency must approve the travel reimbursement prior to the issuance of the Job Order and the expense shall be included in the Price Proposal.
- 3) The Contractor is reimbursed only when the Agency issues a Notice to Proceed for the Job Order. If the Job Order is cancelled, the Contractor shall bear the cost without reimbursement. Travel may be included in each Job Order, where appropriate.
- 4) The Agency ordering the Work shall pay expenses for authorized travel for the contractor and/or their representative(s) in accordance with USPS Handbook F-15, included by reference.
- 5) Vehicle mileage rate shall be reimbursed at the Standard Mileage Rate as published by the IRS. The rate paid will be the rate that is current at the time the Work is performed.
- 6) Travel costs shall be included in the Contractor's Price Proposal via the Reimbursable Fees task as found in the Construction Task Catalog[®]. The Contractor's Adjustment Factors will not be applied to any travel costs.

12. **Federally Funded Work.** Work so designated as being Federally Funded must follow the procedures and guidelines as set forth in Exhibit A - Federally Funded Work.

FORMAT AND EVALUATION CRITERIA

SELECTION CRITERIA

The Contractor will be selected through a two part process. The first part will be a review of all Proposals to determine a qualitative score. The review of Proposals will be based on the submittal requirements below with each section having an assigned number of maximum points. The second part will be based on the Award Criteria Figure as submitted by the Contractor and calculated on Proposal Form 3 - Determination of Award Criteria Figure. The award recommendation will be based on the adjusted price as described below. If selected as a finalist for this project, the firm may be required to provide a statement from an A- or better surety company describing the Company's bonding capacity. Performance and Payment bonds will be required as per the General Terms and Conditions.

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The below qualifications will be scored appropriately. Should the qualifications be deemed incomplete, the City of Naperville reserves the right to award negative points. The Contractor shall use the Excel document for the Attachments as noted. These documents are located in the Excel file provided labeled "Executable Documents."

Firms interested in providing construction services for Job Order Contracting must submit a Proposal that addresses the following:

I. Company Profile: 18 points

A. General Information

Provide the below requested information by **completing Attachment A - Company Profile**. An officer of the firm authorized to contract for the work **MUST SIGN** the first page of Attachment A:

- 1) Identification of the Proposer including name, address, telephone number, FAX number, E-mail address, and hours of operation, and how long the firm has been in business.
- 2) Location of the office from which service will be provided, including hours of operation.
- 3) Provide a general description of the firm, the general construction services, and any other company information you would like evaluators to review. Include a list of the Illinois professional and contractor licenses held by the company and include a copy of those licenses.
- 4) Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last ten years. Describe the circumstances surrounding the termination and the outcomes.
- 5) Provide in detail how your firm will maximize the joint purchasing aspect of the Contract within the Six County Area and beyond. It is up to the successful Contractor to bring Work into the program. Identify your plan, resources you have available, and why you think it will work. **Be as specific as you can.**
- 6) Acknowledge that all Contractor and subcontractors performing Work under this Contract will have the applicable licenses required to complete the Work.
- 7) Whether or not the company has failed to complete a Contract in the past ten years
- 8) Whether or not the company has any pending or outstanding judgments, claims, lawsuits, or liens.

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- 9) Provide the company's financial information
- 10) Provide the company's Experience Modification Rate (EMR)
- 11) Provide current references for the evaluation team to contact

II. Comparable Project Experience (24 points)

The City of Naperville is seeking to obtain the services of a Proposer with comparable construction experience. Proposers are to submit three (3) projects for each of the below three (3) categories for a total of nine (9) projects in all. **For each project, complete ALL the information on the applicable Attachment B.** Each submitted project must be complete and have a final acceptance date after January 1, 2006.

- 1) Three (3) repair and rehabilitation projects whose final value including change orders is equal to or less than \$50,000. **Complete Attachment B1 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2006, or do not yet have a final acceptance date, may not be considered.*
- 2) Three (3) repair and rehabilitation projects whose final value including change orders is greater than \$50,000 but equal to or less than \$100,000. **Complete Attachment B2 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2006, or do not yet have a final acceptance date, may not be considered.*
- 3) Three (3) repair and rehabilitation projects whose final value including change orders is greater than \$100,000 but equal to or less than \$250,000. **Complete Attachment B3 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2006, or do not yet have a final acceptance date, may not be considered.*

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III. Job Order Contract Knowledge/Experience: 20 points

JOC experience is based on the company's understanding of the JOC procurement system, the firm's JOC experience, the proposed staff's JOC experience. **Complete Attachment C, Attachment D, and Attachment E for the information requested below.**

- 1) **General understanding of the Job Order Contracting procurement system:** Provide a narrative description of the Proposer's general understanding of the JOC procurement system. **Complete Attachment C** and include in the narrative an understanding of how projects will be procured through the JOC process, a step-by-step process for developing auditable Price Proposals, and why JOC is a performance based contracting system. Include by reference your assessment of any Contract Document Articles deemed critical to the operations, management, and success of the Contract.
- 2) **Firm's Job Order Contract Experience.** Proposer must submit a listing of ALL Job Order Contracts that were awarded AFTER January 1, 2000. **Complete Attachment D in its entirety.**
- 3) **Recently Awarded JOC Contract Information.** For the three (3) most recent Contracts awarded January 1, 2009 or BEFORE, **complete Attachment E in its entirety.**
- 4) **Complete Attachment F** by listing ALL Job Order Contracts that were awarded in the last ten (10) years that were NOT "Active" for the Potential Maximum Time. For this Contract, the term "Active" shall mean the Agency was issuing Job Orders on a regular basis. The last Job Order issued shall be considered the date the Contract became inactive and should be included on the list. The potential maximum time is considered to be equal to the base term plus ALL option terms as defined in this Contract. If there was Job Order Contract that was inactivate prior to expiration of the final option term, that **MUST** be included on this list. **Failure to identify ALL Job Order Contracts fitting this description may cause the Proposal to be considered non-responsive.** With each Contract listed on Attachment F, include a detailed description of why it was not active for the Potential Maximum Time. In the detailed description, identify any and all adjustment factors bid on said contract. The contact name and number for each Job Order Contract **MUST** be current.

IV. Proposed Key Personnel and Their JOC Experience: 20 points

- 1) For the following Key Personnel that are to be assigned to this Contract, **complete Attachment G in its entirety:** Project Manager, Assistant Project Manager, and General Superintendent (please note that there is a separate sheet for each). Provide a resume for each of the people identified on Attachment G.

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V. Local Business Utilization Plan: 18 points

- 1) Ensuring local businesses are used is a top priority for the City. **Complete Attachment H or provide supplemental documentation** identifying, in specific detail, how the firm will maximize participation of local businesses under this Contract. Local businesses are considered those businesses residing in DuPage and Will Counties. Also make sure to include the Proposer's approach to subcontracting versus self-performing the work with its own forces as well identification of said types of work the Proposer intends on self-performing. The Plan should also identify how the Proposer will select subcontractors and the basis for such selection. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract may be considered an event of default.

QUESTIONS

Questions regarding this Request for Proposal, the Scope of Work, or need for additional data or information must be submitted by email by 12:00 (noon) on February 14, 2011 to Jan Fischer, City of Naperville, 400 S. Eagle Street, Naperville, IL 60540. Please email questions to fischerj@naperville.il.us.

MANDATORY PRE-PROPOSAL MEETING

The pre-proposal meeting will be held on Thursday, February 10, 2011 at 10:00 a.m. local time in Council Chambers at the Municipal Center, located on the first floor at 400 S. Eagle Street, Naperville, IL 60540. At this meeting staff may discuss the Request for Proposal and Scope of Work, general contract issues and respond to questions from the attendees. Staff may not be available to respond directly to individual inquiries regarding the project scope outside of this pre-proposal meeting, except as addressed above. All interested parties MUST attend the pre-proposal meeting as attendance is MANDATORY for those wishing to submit a proposal.

SUBMISSION OF PROPOSAL

To receive award consideration, *one original Proposal and three electronic copies (CD-ROM or flash drive) must be received in a sealed package by the Procurement Services Team no later than Tuesday, March 1, 2011 at 2:00 p.m. local time*, at which time they will be opened and later distributed for evaluation. The original Proposal shall consist of two parts with each part submitted in its own sealed envelope. The documents contained in each part are specified in Article 1 - Proposal Document Submittal Checklist. **PART 2 OF THE SUBMISSION SHOULD BE SUBMITTED AS A HARDCOPY ONLY. DO NOT INCLUDE PART 2 ON THE ELECTRONIC CD-ROMs or flash drives.** Part 2 consists of Proposal Form 2 - Schedule of Prices and Proposal Form 3 - Determination of Award Criteria Figure.

The time/date recorder located in the Purchasing Division will be used to record the official time of receipt. The *sealed* package(s) must be clearly marked with "**Job Order Contracting - 2011, RFP # 11-082**", and may be *mailed to* City of Naperville, Procurement Services Team, 400 S. Eagle Street, IL 60540 *or delivered to* Procurement Services Team, 400 S. Eagle Street, Naperville, IL 60540.

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Please ensure that Proposal Forms 2 and 3 are SUBMITTED IN A SEPARATE ENVELOPE from the rest of the requirement submittal information and so appropriately marked. Failure to submit proposal forms in a separate envelope may result in a proposal being rejected. Proposal Forms 2 and 3 do NOT need to be included on the electronic CD-ROMs or flash drives. Submit proposal Forms 2 and 3 as hardcopies only.

REJECTION OF PROPOSAL

City Of Naperville reserves the right, after opening the Proposal, to reject any or all Proposals, or to accept the Proposal that in its sole judgment may be in the best interest of the Agency.

SELECTION PROCESS AND SCHEDULE

The selection committee will evaluate, rank, and prepare a short list of firms based on the written submitted Proposals, as outlined above or, if determined necessary, conduct interview discussions with firms to determine their final ranking. The City will perform a due diligence process on the firm(s) receiving the highest evaluation on these Proposals. The Contractor's submitted Award Criteria Figure will be used to calculate an "Adjusted Price." The "Adjusted Price" will be developed based on the Award Criteria Figure (total price) and the qualitative score. To obtain the "Adjusted Price" the qualitative score is expressed as a decimal (e.g., a score of 85 is written 0.85). The submitted Award Criteria Figure (total price) will be divided by the qualitative score (expressed as a decimal) to yield an "Adjusted Price."

The Proposal with the lowest "Adjusted Price" is recommended for contract award.

The following schedule has been prepared for this project:

RFP Released:	February 3, 2011
Pre-proposal Meeting:	February 10, 2011 at 10:00 AM Council Chambers
RFI Due Date:	February 14, 2011 by 12:00 (noon)
Proposal Opening:	March 1, 2011 at 2:00 PM

If the City is unsuccessful awarding a contract to the best-qualified team with the lowest "Adjusted Price," the City may then award a Contract to the second or third most qualified team until a contract is executed, or may decide to terminate the selection process.

POINT OF CONTACT

Jan Fischer, Procurement Specialist
City of Naperville
Purchasing Division
400 S. Eagle Street
Phone: (630) 430-6062
FAX: (630) 305-5356
fischerj@naperville.il.us

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ARTICLE IV - PROPOSAL FORMS

**CITY OF NAPERVILLE
PROPOSAL FORM 1: COVER PAGE**

The undersigned, having examined the specifications, quantities and other contract documents listed below, irrevocably offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation document. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

Contract Documents: Volume I- RFP Solicitation Documents; Volume II- The Construction Task Catalog[®]; Volume III- The Technical Specifications; addenda; fully executed performance and payment bonds; executed agreement; executed Job Orders and Job Order related documents; and all other documents attached to the Contract and/or incorporated by reference in it including the following addendum(s): 1 ; 2 ; 3 ; 4 .

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which may result in a binding contract if accepted by the City of Naperville.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

**PLEASE SUBMIT ONE (1) ORIGINAL
AND
THREE (3) ELECTRONIC COPIES (CD's or flash drives) OF YOUR PROPOSAL**

CONTACT:

Leo J. Wright

FIRM NAME

8725 W. Higgins Rd., Suite 200

ADDRESS

Chicago, IL 60631

CITY, STATE AND ZIP CODE

 3/1/11
SIGNATURE AUTHORIZED REPRESENTATIVE /
DATE

Leo J. Wright, Agent

PRINT NAME / TITLE

FOR CLARIFICATION OF THIS PROPOSAL

Leo J. Wright

NAME

773-444-3474

PHONE NUMBER

773-714-0957

FAX NUMBER

lwright@fhpaschen.com

E-MAIL ADDRESS

CERTIFICATE

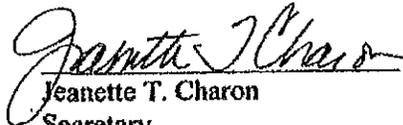
I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by F. H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette T. Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo J. Wright	Agent
Timothy B. Stone	Agent
Christian D. Blake	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Charles Freiheit	Agent
James J. Habschmidt	Agent
David Wainwright	Agent
David P. Roy	Agent

I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

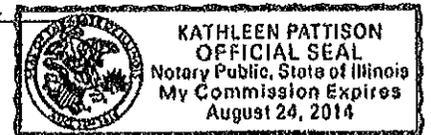
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 24th day of September, 2010.


Jeanette T. Charon
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 24th day of September, 2010.


Kathleen Pattison
Notary Public



**RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE IV - PROPOSAL FORMS**

PROPOSAL FORM 2: SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for, or incidental to, completing the Work called for in each individual Job Order issued under this Job Order Contract using the Construction Task Catalog[®] (CTC) and Technical Specifications incorporated herein with the below adjustment factors. These factors shall be valid and create the power of acceptance in the City of Naperville until 180 days from contract award or until acceptance by the City. Authorized signature is required at the bottom of this page.

1. **Normal Working Hours:** The Contractor shall perform any or all functions called for in the Contract Documents during normal working hours of 7:00 AM to 6:00 PM weekdays in the quantities specified in Individual Job Orders against this Contract for the unit price sum specified in the Construction Task Catalog[®] (CTC) multiplied by the adjustment factor of:

0	.	9	8	0	0
---	---	---	---	---	---

[Handwritten Signature]
Initials

(Specify to four (4) decimal places)

2. **Accelerated Schedule:** The Contractor shall perform any or all functions called for in the Contract Documents between the hours of 6:00 PM to 7:00 AM weekdays and any times during Saturday, Sunday, and Owner holidays in addition to Work during Normal Working Hours utilizing double shifts, and anytime the City wants to accelerate construction for the purpose of expediting the Work, etc. in the quantities specified in individual Job Orders against his Contract for the unit price sum specified in the Unit Construction Task Catalog[®] (CTC) multiplied by the adjustment factor of:

1	.	0	0	0	0
---	---	---	---	---	---

[Handwritten Signature]
Initials

(Specify to four (4) decimal places)

3. **Non Pre-Priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-Priced task as determined in Article III of the JOC General Conditions:

1	.	0	5	0	0
---	---	---	---	---	---

[Handwritten Signature]
Initials

(Specify to four (4) decimal places)

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure as calculated on Line 5 of Proposal Form 3: Determination of Award Criteria Figure of this proposal.

\$ 998,000.00
(Specify to two (2) decimal places)

CONTACT:

F.H. Paschen, S.N. Nielsen & Associates LLC
FIRM NAME

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ADDRESS

Chicago, IL 60631
CITY, STATE AND ZIP CODE

[Handwritten Signature] 3/1/11
SIGNATURE AUTHORIZED REPRESENTATIVE / DATE

Leo J. Wright, Agent
PRINT NAME / TITLE

FOR CLARIFICATION OF THIS PROPOSAL:

Leo J. Wright
NAME

773-444-3474
PHONE NUMBER

773-714-0957
FAX NUMBER

lwright@fhpaschen.com
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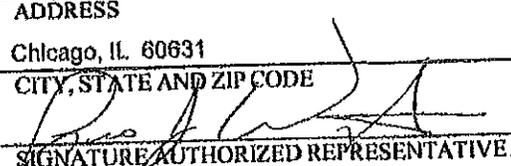
**RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE IV - PROPOSAL FORMS**

PROPOSAL FORM 3: DETERMINATION OF AWARD CRITERIA FIGURE

Line	Line Subject Name	Adjustment Factors	X Multiplier	= Total
Line 1	Normal Working Hours Adjustment Factor	0.9800	X 0.60	= 0.5880
Line 2	Accelerated Schedule Adjustment Factor	1.0000	X 0.20	= 0.2000
Line 3	Non Pre-Priced Adjustment Factor	1.0500	X 0.20	= 0.2100
Line 4	Combined Adjustment Factor (Weighted Average)	Add all the Total amounts in the Right Column		= 0.9980
Line 5	Award Criteria Figure	Multiply Line 4 by \$1,000,000		= \$998,000.00 Transfer \$ Amount to Line 4 Proposal Form 2: Schedule of Prices

Please note that the City of Naperville reserves the right to revise all arithmetic calculations for correctness if the Proposer has made an error. In case of an error, the Adjustment Factors listed on Proposal Form 2: Schedule of Prices take precedent and will be used to determine the Award Criteria Figure on Proposal Form 3: Determination of Award Criteria Figure if said error has occurred. Authorized signature is required at the bottom of this page.

CONTACT:

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 SIGNATURE AUTHORIZED REPRESENTATIVE / DATE 3/1/11
 Leo J. Wright, Agent
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RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

I. GENERAL PROVISIONS

A. Interpretation of Plans and Specifications

1. Intent of Plans and Specifications:

- a. The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Job Order, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.

2. Architectural and Engineering Services:

- a. Under this Contract, it is expected that the level of A/E services and design, if any, will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors. The Contractor may be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.
- b. If the level of A/E services for a Job Order requires stamped drawings and plans for the development of the Scope for individual Projects, the Contractor will be reimbursed according to CTC work task for Reimbursable Fees.
- c. The preparation of drawings/plans, specifications, safety plans, shop drawings, product data and samples, LEED documentation, as-builts and all other documentation required herein by the Contractor as required by individual Job Orders is part of the Scope of Work of this Contract and the cost there of shall be included in the Contractor's Adjustment Factors.
- d. Approval by the Owner of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Job Order.

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

II. PROJECT ORGANIZATION

A. The JOC Coordinator

1. The Owner may assign a JOC Coordinator to oversee the execution of the Job Order Contract. The JOC Coordinator may manage and administer the JOC program on behalf of the Owner and supervise and oversee the work of the Owner's Representatives.
2. The JOC Coordinator shall assign JOC projects and provide overall guidance to the Owner's Representatives and the Contractor in the execution of Job Order Contracting. The JOC Coordinator shall intervene in disputes or disagreements between the Owner's Representative and the Contractor.
3. The JOC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the Owner.

B. The Owner's Representative

1. The Owner's Representative, assigned by the Owner, may be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Job Order Completion Time.
2. The Owner's Representative shall be in charge of the supervision of the Work. The Owner's Representative shall have authority to stop the Work whenever such stoppage may be necessary in the Owner's Representative's reasonable opinion to insure the proper execution of the Contract. The Owner's Representative shall within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

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ARTICLE V - JOC GENERAL CONDITIONS

III. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work

1. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.
2. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of the City of Naperville including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to City sites. This Contract may also be used as joint purchase agreement between the City, Naperville Community Unit School District 203, Indian Prairie School District 204 and the Naperville Park District as well as other agencies located within the Six County Area and State of Illinois. **The Owner reserves the right to award other contracts for work of the types, or similar to the types of Work described in the Contract Documents.**
3. Work or performance shall be made only as authorized by Job Orders issued in accordance with Article III.B. of these JOC General Conditions, the "Procedure For Ordering Work."
4. The Scope of Work of this Contract shall be determined by individual Job Orders issued hereunder. **The Contractor is not allowed to refuse to perform any Job Order requested by an Agency within the Six County Area.** The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Job Order. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The Owner makes no commitment as to the award of individual Job Orders. All costs associated with the above scope of work and the preparation of Price Proposals shall be the responsibility of the Contractor.
5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the Owner.
6. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
7. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.
8. In addition to the Work Tasks in the Construction Task Catalog® (CTC), the Owner may, from time to time, require Non Pre-Priced Work. These Non Pre-Priced Work Tasks will be incorporated in individual Job Orders and the Contractor shall accomplish those Tasks with the same diligence as those Work Tasks incorporated in this Contract in the Construction Task Catalog® and Technical Specifications.
9. All Work shall conform to and comply with any applicable standards, including those

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

specified in the following documents, regardless of whether an individual Job Order makes reference thereto, except that, if the Job Order specifies a standard which is inconsistent, the standard used in the Job Order shall control:

- a. Job Order Contract Technical Specifications (IV)
 - 1) The Technical Specifications, Volume III, are numbered and organized in the Construction Specification Institute's (CSI) 2004 master format.
 - 2) The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Owner facilities.
 - b. The Illinois Department of Highways, Standard Specifications, latest version.
10. All Work will be monitored by the Owner.
 11. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract shall be accomplished or reviewed and approved by architects or engineers registered in the State of Illinois to practice in the particular professional field involved.

B. Procedure For Ordering Work

1. **Notification of Scope Meeting:** The Owner will notify the Contractor if and when the Owner desires construction work to be performed under the terms of the Contract, The Owner may verbally notify the Contractor of the place and time of the Joint Scope Meeting which typically will be scheduled to occur no less than 24 hours after the notification of the Joint Scope Meeting. At such time that the notification is given, the Owner may provide existing drawings, work descriptions or other information that may be beneficial to the Contractor. The Contractor must attend the Joint Scope meeting.
2. **Joint Scope Meeting:** The Contractor's personnel responsible for preparing the Price Proposal and Job Order Proposal Package will visit the proposed Work site in the company of the Owner and participate in a Joint Scope Meeting which may include discussion and establishment of the following:
 - a. Job Order number and title
 - b. Existing site conditions
 - c. Methods and alternatives for accomplishing Work
 - d. Definition and refinement of requirements and agreement on the Scope of Work
 - e. Requirements for drawings, design work, sketches, shop drawings, etc.
 - f. Tentative construction schedule
 - g. Preliminary quantity estimates
 - h. Date for submittal of drawings, if required, and the date the Price Proposal is due.
3. **Detail Scope of Work:** After the joint scoping of the Work site, the Contractor and the Owner's Representative will agree on a Scope of Work. The Scope of Work, unless modified by the Owner, will be the basis on which the Contractor will develop its Price Proposal and the basis on which the Owner will evaluate the Contractor's Price Proposal.
4. **Issuance of the Request for Design (RFD) / Request for Price Proposal (RPPP):**
 - a. Upon completion of the Joint Scope Meeting, the Owner may issue a Request for

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

Design (RFD) or a Request for Price Proposal (RFPP) depending on the nature of the project.

- b. When the Owner issues an RFD, the Contractor shall submit the names for all A/E firms within 7 days of receiving the Owner's RFD. Prior to preparing a design, the Contractor shall submit to the Owner a copy of the A/E invoice as the back up for payment of A/E services.
- c. When the Owner issues an RFD, the Contractor shall be compensated for the cost of the A/E through the Reimbursable Fee work task in the Construction Task Catalog[®]. The quantity for the Reimbursable Fee work task shall be equal to the amount on the A/E's invoice.
- d. The cost for managing the A/E firm is considered to be incidental. Therefore, the Contractor shall apply a 1.0000 to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.
- e. **Preparation of the Design:** A Request for Design may be sent to the Contractor where the need exists for the Contractor to prepare Drawings prior to the issuance of the RFPP. The Design requirements will be established in the RFD and the Contractor shall submit an A/E firm(s) for the Owner's approval prior to commencing the design. **Full service firms are desired, but under no circumstances is the Contractor to be the "lead" firm for A/E design work.** Preliminary drawings are due on the date indicated on the RFD, and once final drawings are approved by the Owner, the issuance of an RFPP shall be the Contractor's notification that final design drawings are to be approved and an initial Price Proposal developed.
- f. **Due Date for Design:** For most Job Orders, the RFD due date shall be fourteen to twenty-one calendar days after receipt of the Owner's RFD. The Contractor must request an extension of the RFD due date in writing to the Owner three (3) days prior to the due date, or it is expected that the due date will be met. Failure to meet due dates, consistent rejection of inadequate design submissions, or continual tardiness on design delivery at any stage without advance notification may constitute default of the Contract. The design shall conform to the RFD and Owner's Design Standards.
- g. After the Scope of Work has been finalized, the Owner may issue a Request for Price Proposal (RFPP) to the Contractor. The RFPP requires that the Contractor prepare a Price Proposal for the Work under consideration and will include a Scope of Work. It is the Contractor's responsibility to select the appropriate task from the Construction Task Catalog[®], to apply the appropriate adjustment factor to the individual work tasks, and to submit the Price Proposal by the due date indicated on the RFPP.

5. **Preparation of the Price Proposal:**

The Contractor will prepare the Price Proposal in accordance with the following:

- a. **Pre-Priced Work Requirements:** Pre-priced Work requirements will identify the type and number of Work units required from the CTC, Volume II, to perform the Scope of Work. The Unit Price set forth in the CTC shall serve as the base price for the purpose of this provision. If the Scope of Work calls for Owner furnished material to be installed by the Contractor, the Contractor shall, using PROGEN[®], remove the material component of a given work task. At the discretion of the Owner, work tasks that are reasonably close in description and cost to the

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ARTICLE V - JOC GENERAL CONDITIONS

requirements of the Scope of Work and Technical Specifications may be used as a substitute. Non Pre-Priced tasks may be submitted with the approval of the Owner. All items in a Price Proposal, where feasible, shall carry a user note, entered in PROGEN® but the Contractor, as to the intended use of the task as it relates to the Scope of Work. Dividing the Price Proposal into categories may also be required by the Owner to further clarify the Work, for the purpose of reducing the Scope of Work expediently or for the purpose of establishing a Schedule of Values for payment. Dividing the Price Proposal into categories shall not alleviate the Contractor of providing quantity discounts on a per project basis.

b. **Non Pre-Priced Work Requirements:** It may be necessary to include in the Contractor's Price Proposal work tasks that are not included in the CTC. These tasks are considered Non Pre-Priced work tasks and the following applies:

- 1) Non Pre-Priced Work shall be separately identified in the Price Proposal.
- 2) If the Contractor will perform the work with its own forces, it shall submit a breakdown of the cost of labor equipment and material/equipment installed.
 - a) The number of hours for each labor classification up through the foreman level and hourly rates for each classification shall be shown.
 - b) Equipment costs (other than small tools) will be determined according to the "CONTRACTORS' EQUIPMENT OWNERSHIP EXPENSE" of the Associated General Contractors of America shall be used.
 - c) The Contractor shall submit three independent quotes for all material/equipment to be installed.
- 3) If the Work is to be subcontracted, the Contractor must submit three independent bids from subcontractors. If three quotes or bids can not be obtained, the Contractor will provide reason in writing for the Owner's review and approval. If, for any reason, the justification letter for self-performed work or subcontracted work is rejected, the Contractor is required to resubmit a revised justification letter or additional quotes for the Owner's review.
- 4) At the discretion of the Owner, Non Pre-Priced tasks as well as other tasks may be added to the CTC during the course of the Contract. Upon mutual agreement between the Owner and the Contractor, unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced task in the CTC.
- 5) **Pricing Non Pre-Priced Items:** The final price submitted for Non Pre-Priced Work items shall be according to the following formula. Each Non Pre-Priced item must be supported with the necessary back-up documents including the calculation below.

For Work Performed with the Contractor's Own Forces:

A = Direct Labor Cost (Up through the foreman level and Fringe Benefits per Common Construction Wage plus payroll taxes and insurance)

B = Direct Material Costs (supported by three supplier quotes)

C = Direct Equipment Costs

Total Cost of Non Pre-Priced Task = (A+B+C) x NPP Adjustment Factor

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ARTICLE V - JOC GENERAL CONDITIONS

For Work Performed with by subcontractors:

D = Subcontractor Costs (supported by three subcontractor quotes)

Total Cost of Non Pre-Priced Task = D x NPP Adjustment Factor

- 6) Additional information submitted in support of a Non Pre-Priced work task may include, but not limited to, the following:
 - a) Complete specifications and technical data, support Drawings, calculation work sheet, quality control, and inspection requirements.
 - 7) Unlike the Normal Working Hours Adjustment Factor and the Accelerated Schedule Adjustment Factor, the Non Pre-Priced Adjustment Factor will not be adjusted on annual basis. **The Contractor's Non Pre-Priced adjustment factor will remain constant for the duration of the Contract.**
 - 8) The Owner reserves the right to select the subcontractor/supplier quote that is to be used on the particular Job Order for which the quote is submitted. The Contractor is not allowed to use a different quote from a different subcontractor/supplier without first obtaining approval by the Owner.
 - 9) After a Non-Prepriced Task is used on three (3) separate Job Orders, the unit price for such task will be established, following approval by the Owner, and fixed as a permanent Pre-priced Task that will no longer require price justification.
 - 10) The Owner's determination as to whether an item is a Pre-priced task or a Non Pre-priced task shall be final, binding and conclusive as to the Contractor.
 - 11) Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a task to be paid without mark-up using the Reimbursable Fee task in the Construction Task Catalog®. The cost of expediting services or equipment use fees are not reimbursable.
- c. The Contractor's Price Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Price Proposal shall include, but not be limited to:
- 1) Design Drawings
 - 2) Calculations, specifications, and other technical data as required,
 - 3) Catalog cuts,
 - 4) Back-up for any non pre-priced items,

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

- 5) Tentative Construction Progress Schedule, and
 - 6) Clarifications to the Scope of Work.
- d. **Time for Submittal:** The Contractor's Price Proposal shall be submitted in accordance with the date indicated on the RFPP. Unless otherwise stated on the RFPP, the Price Proposal will be **five to ten working days** after the date of issuance of the RFP. The Owner may allow additional time for preparation of the Contractor's Price Proposal for complex Job Orders. In emergency work situations requiring immediate completion and small to medium sized maintenance and repair Job Orders, the Contractor's proposal may be required quickly and the due date will be so indicated on the RFPP. **If the Contractor requires clarifications or additional information regarding the scope of work in order to prepare the Price Proposal, the request must be submitted so that the submittal of the Price Proposal is not delayed, because there will be no extensions granted.** If the Contractor continually fails to meet the submittal deadline dates, the Owner may declare the Contractor in default and initiate termination of the Contract.
6. Review of the Price Proposal and Submittals
- a. The Owner will evaluate the Contractor's Price Proposal by comparing the nature and number of work tasks used in the Price Proposal to the agreed upon Scope of Work. The Owner will determine the reasonableness of approach and will evaluate the work tasks used and respective quantities. Furthermore the Owner may compare the Contractor's Price Proposal to the Owner's cost estimate for the Scope of Work. The Owner reserves the right to reject the Contractor's Price Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Owner also reserves the right to not award a Job Order if that is determined to be in the best interests of the Owner.
 - b. If the Owner finds the Contractor's Price Proposal unacceptable, the Owner may request the Contractor to re-submit its Price Proposal or cancel the Job Order. The Contractor is expected to submit Price Proposals correct the first time. **After the Owner has reviewed the Price Proposal and an agreement has been reached between the Owner and the Contractor as to the nature of the revisions, if any, the Contractor is not allowed to make any changes to the revised Price Proposal other than the agreed upon changes.** If the Contractor is required to re-submit the Price Proposal, the revised Price Proposal is due no later than 48 hours after the changes have been agreed upon.
 - c. If the Contractor continues to submit Price Proposals which are rejected by the Owner, the Owner may declare the Contractor in default and initiate termination of the Contract.
 - d. The means and methods of construction shall be such as the Contractor may choose; subject however, to the Owner's right to reject means and methods proposed by the Contractor that:
 - 1) Will constitute or create a hazard to the work, or to persons or property; or
 - 2) Will not produce finished Work in accordance with the terms of the Contract; or
 - 3) Unnecessarily increases the price of the Job Order when alternative means and methods are available.
 - e. By submitting a signed Price Proposal to the Owner, the Contractor is agreeing

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ARTICLE V - JOC GENERAL CONDITIONS

to accomplish the Work outlined in the Scope of Work for that particular Job Order. It is the Contractor's responsibility to include the necessary scope items in the Price Proposal prior to delivering it to the Owner. Once accepted by the Owner, the Job Order becomes a firm fixed price, lump sum contract and the Price Proposal is fixed. Unless they are part of the Scope of Work, no adjustment in work tasks or quantities is allowed. Inspection of the Contractor's Work shall be against the Technical Specifications, Drawings and the Scope of Work, not the Price Proposal.

7. Preparation of the Job Order Proposal Package:
- a. Time for Submittal: Upon acceptance of the Contractor's Price Proposal, technical submittals and construction schedule, the Contractor will be required to submit the Job Order Proposal Package **within five (5) working days** of said acceptance or earlier if directed by the Owner. If the Contractor fails to meet the deadline for submittal of the Job Order Proposal Package, the Owner may declare the Contractor in default and initiate termination of the Contract.
 - b. The Job Order Proposal Package includes:
 - 1) Signed Price Proposal as agreed to,
 - 2) Final drawings, calculations, specifications, (if any)
 - 3) Final catalog cuts, (if any)
 - 4) Final back-up for any non pre-priced items, (if any)
 - 5) Subcontractor List with Dollar Amounts
 - 6) Accepted construction schedule,
 - 7) Special insurance, if required, and
 - 8) For Special equipment, a copy of the warranty document (if any)
 - 9) Statement of Wages for Subcontractors of any tier
 - 10) Any other documentation required for the Job Order as indicated on the RFPP
8. Review of the Job Order Proposal Package and Issuance of the Notice to Proceed (NTP):
- a. The Owner will evaluate the entire Job Order Proposal Package.
 - b. The Owner reserves the right to reject a Contractor's Job Order Proposal Package based on unjustifiable quantities and/or work tasks in the Price Proposal, performance periods, inadequate documentation, unacceptable subcontractors, or other inconsistencies on the Contractor's part. The Owner also reserves the right to not issue a Notice to Proceed if that is determined to be in the best interests of the Owner.
 - c. By submitting a signed Job Order Proposal Package to the Owner, the Contractor is agreeing to accomplish the Work outlined in the RFPP and the Scope of Work for that particular Job Order.
 - d. The Notice to Proceed which must be signed by the Owner or Owner's Representative, constitutes the Owner's acceptance of the Contractor's Job Order Proposal Package. A signed copy of the NTP will be provided to the Contractor. The NTP provided to the Contractor will state the fixed price of performance of the Work ordered.

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ARTICLE V - JOC GENERAL CONDITIONS

- 1) Additional Terms and Conditions: Additional terms and conditions to a Notice to Proceed may be proposed by an agency procuring Work off this Contract. Acceptance of these additional terms and conditions is OPTIONAL to all parties. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing agency.
- e. Once the Notice to Proceed has been issued, the Contractor is not allowed to deviate from using the Subcontractors as submitted with the Job Order Proposal Package without the written permission from the Owner. If a deviation is requested by the Contractor and approved by the Owner, the Contractor must resubmit those parts of the Job Order Proposal Package that have been changed by said deviation both electronically and by hard copy.

C. Measurements to be Verified

1. Before preparing the Job Order Proposal Package or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Job Order Proposal Package. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Price Proposal.

D. Incidental Work

1. Even if not specifically stated in the Scope of Work, a Job Order includes all construction services as necessary to perform the Work covered by the Scope of Work. For example: A statement of Work may be "Install Pipe Underdrains." Included in the work task and price and considered incidental to the work is the excavation and proper disposal of unsuitable material, the installation of the pipe, the fabric envelope, fittings, cleanouts, bedding aggregate and porous granular backfill.
2. It is the responsibility of the Contractor, in preparation of its Price Proposal, to select the proper items from the CTC related to the Scope of Work to complete the Scope of Work, even if incidental items as related to the overall Scope of Work are not specifically identified in the Scope of Work. Extra payment requested by the Contractor based on the contention that the Job Order or Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.

E. Changes in the Work

1. The Owner, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing an additional Job Order.
2. No changes shall be made without the issuance of a new Job Order, according to the procedures stated in Article III.B. above.

F. Emergency Job Order

1. In the event that an "immediate emergency response" is necessary, the Owner may elect to use an alternative procedure for emergency Job Orders as long as the alternative procedure is not substantially more burdensome to the Contractor than the procedure for ordering work as described in this section.
2. An emergency Job Order is defined by the need for immediate procurement of construction services to resolve any safety issues, prevent or mitigate the loss or impairment of life, health, property or essential service. The Owner may require the

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Contractor to begin Work immediately for an emergency Job Order.

G. Computer Equipment

1. The Contractor is required to have its own computer system which is to have the minimum capabilities as described below. The Owner's JOC software program for generation of the Contractor's Price Proposal shall be run on the Contractor's computer. **Note: It is essential that the Contractor have dedicated industry accepted high speed internet connection for all computers from which Price Proposals will be prepared.**
 - a) computers with a minimum 1 GHz processor
 - b) individual email accounts for each of its project managers

H. Owner Furnished Software

Owner-furnished software will be provided to the Contractor for use as a tool to assist with expedient preparation of Price Proposals in response to the Owner's needs. This software will contain an electronic version (copy) of the CTC which the Contractor will use to prepare and submit Price Proposals. The software may also be used to prepare and submit subcontractor information.

I. Software Licensing

The Contractor will be provided access to the Job Order Contracting software, PROGEN[®], under a license provided by The Gordian Group. PROGEN[®] is a Job Order Contracting management tool that expedites the ordering and execution of work. The Contractor shall use PROGEN[®] to prepare and submit Price Proposals, Subcontractor lists, and other requirements as determined by the City of Naperville. PROGEN[®] contains an electronic version of the Construction Task Catalog[®] for the Contractor's use in preparation of Price Proposals. Use, in whole or in part, of PROGEN[®], the Construction Task Catalog[®], or any other Proprietary Information provided under the license from The Gordian Group for any purpose other than to order and execute work under this Contract is strictly prohibited unless otherwise stated in writing by The Gordian Group.

J. Job Order Contracting System License

1. The Gordian Group, through its agreement with the City of Naperville, grants to Contractor, and Contractor hereby accepts from The Gordian Group for the term of this Contract, a non-exclusive right, privilege, and license to utilize The Gordian Group's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to the City of Naperville under this Contract. The Contractor hereby agrees that The Gordian Group's Proprietary Information shall include, but is not limited to, the PROGEN[®] software and documentation, the Construction Task Catalog[®], Training Manuals, additional training materials, and other proprietary materials provided to the Contractor by the City of Naperville or The Gordian Group. In the event that this Contract expires or terminates as provided herein, this Job Order Contracting System License shall terminate and the Contractor shall return all Proprietary Information in its possession to The Gordian Group.
2. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to The Gordian Group for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of The Gordian Group. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of The Gordian Group in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with

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regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

3. In the event of a conflict in terms and conditions between this Job Order Contracting System License and any other terms and conditions of this Contract or any purchase order or similar purchasing document issued under this Contract, this Job Order Contracting System License shall take precedence.

K. Price Proposal Auditing

The Owner reserves the right to audit Price Proposals during the course of the Contract. This audit will primarily focus on validating the Contractor's Price Proposal with the Scope of Work and the use and pricing of Non Pre-Priced items. If the audit reveals that the Contractor's Price Proposal is inaccurate, the Contractor may be required to reimburse the Owner for the actual cost of the audit. The Owner reserves the right to audit as many Job Orders as it deems necessary to ensure compliance with the Contract Documents.

L. Liquidated Damages

Liquidated damages will be applied on a Job Order by Job Order basis. If liquidated damages are to apply, the Owner will notify the Contractor in writing prior to the Contractor submitting the Job Order Proposal Package. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages; will be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

Schedule of Liquidated Damages

Value of Job Order	Liquidated Damages
\$0 to \$100,000	\$250/Day
>\$100,000 to \$200,000	\$500/Day
>\$200,000	\$750/Day

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IV. PERSONNEL

A. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide the Owner with the qualifications of the individuals who will serve in those positions as part of the Proposal. If the Owner determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the Owner prior to the issuance of additional Job Orders:

1. If any Key Personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the Owner explaining the circumstances. Changes in assignment of Key Personnel due to commitments not related to this Contract are prohibited without prior Owner approval.
2. The Contractor shall furnish to the Owner within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the Owner may require to judge the experience and competence of the proposed substitute. Upon approval by the Owner, the proposed substitute shall be assigned to this Contract. If the Owner rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the Owner.
3. In the event that, in the opinion of the Owner, the performance of personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the Owner, in accordance with the previous paragraph. Absence of acceptable Key Personnel for the Work shall constitute an event of default.
4. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the Owner reserves the right to terminate the Contract.

B. Key Personnel

1. Contractor's Project Manager:

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager, and any necessary assistants or additional Project Managers satisfactory to the Owner, to act as contact personnel with the Owner's JOC Program Manager and JOC Project Managers, to ensure timely completion of Joint Scopes, Price Proposals, and Job Orders Proposal Packages, and to ensure that the Job Orders are being constructed in accordance with the Technical Specifications. The Contractor's Project Manager shall have a minimum of two (2) years experience as a Project Manager or other qualifications and/or experience acceptable to the Owner.

2. Contractor's Assistant Project Managers/Estimators

The Contractor's Assistant Project Manager shall represent the Contractor in the Contractor's absence. All directions given to the Contractor's Project Manager shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in

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each case. The Owner or JOC Project Managers shall not be responsible for the acts or omissions of the Contractor's Project Manager, assistants or other Project Managers.

The Contractor shall employ and assign exclusively to this Contract an adequate number of qualified and experienced Project Managers and Engineers to assure that each Job Order is performed according to the Contract Documents. At a minimum, the Contractor shall have at least one (1) Project Manager for every eight (8) Job Orders in planning/proposal stage. Once assigned to a particular Job Order, substitutions will be allowed with only Owner's written approval. When required, the Contractor's Project Managers shall have demonstrated experience in the electrical and mechanical disciplines to ensure quality submissions of Price Proposals. The Contractor's Project Managers shall not be assigned or work on any other Job Order Contracts other than this Contract.

3. Contractor's Field Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, competent Field Superintendents, to properly and adequately superintend the Job Orders on a daily basis to facilitate the smooth progress of the projects and to ensure that construction is according to the Technical Specifications, Scope of Work, and the approved Progress Schedule. The Contractor shall have a full time experienced and qualified Field Superintendent assigned to each Job Order. At a minimum the Contractor shall have at least one (1) Field Superintendent for every eight (8) Job Orders in the field. Once assigned to a particular Job Order, substitutions will be allowed only with Owner's written approval.

The Contractor's Field Superintendent and the Owner's Inspector shall coordinate Work activities and review project progress and quality.

The Contractor's Field Superintendent shall represent the Contractor in the Contractor's absence and all directions given to Contractor's Field Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the Contractor's Field Superintendent or assistants.

The Contractor's Field Superintendents shall have a minimum of five (5) years experience as a Superintendent. The Contractor's Field Superintendents shall have demonstrated experience in the electrical and mechanical disciplines to ensure quality supervision of project installations.

4. Quality and Safety Control:

A person on the Contractor's staff must be designated to oversee the Contractor's required Quality and Safety Control programs.

5. Staffing:

No one individual above can hold more than two of the areas of responsibility described above. No separate payment will be made to the Contractor for the cost of any Key Personnel. Such cost will be deemed to be included in the Contractor's adjustment factor. The Design Professionals may be subcontracted by the Contractor, but all other Key Personnel must be employed directly by the Contractor and be on site for the Contract.

6. The Contractor shall assign additional staff, as determined by the Owner, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or

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other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's Adjustment Factor.

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V. PRICE ADJUSTMENT

A. Economic Price Adjustment:

The Contractor's Adjustment Factors shall be adjusted on each annual anniversary date of the Contract to account for construction cost escalation or de-escalation according to the following:

1. A Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Contract date.
2. A Current Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the annual Contract anniversary.
3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index and multiplying this quotient by 0.5.
4. The Contractor's original Adjustment Factors will be multiplied by the Economic Price Adjustment or 3%, whichever is less, to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 - a. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 - b. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
7. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
8. The updated adjustment factors will be applicable to those projects whose Price Proposal due date is after the anniversary date of the effective date of the Contract. For example: The first anniversary date is April 15, 2012, the second anniversary date is April 15, 2013, etc. Therefore, for a project whose Price Proposal due date is April 20, 2012, the re-calculated adjustment factors would be used.
9. Unlike the Normal Working Hours Adjustment Factor and the Accelerated Schedule Adjustment Factor, the Non Pre-Priced Adjustment Factor will not be adjusted on annual basis. **The Contractor's Non Pre-Priced adjustment factor will remain constant for the duration of the Contract.**

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ARTICLE V - JOC GENERAL CONDITIONS

VI. EVENTS OF DEFAULT

A. Events of Default

The following events will be considered "Events of Default:"

1. Failure to meet or exceed the Performance Standards as stated in JOC General Conditions.
2. Refusal to perform Work within the Six County Area.
3. Failure to perform the Work in accordance with the Contract Documents.

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VII. EXTENSION OF CONTRACT PERFORMANCE

A. Option Periods

1. The base term of the Contract is two (2) years. Upon expiration of the base term, the Owner may choose to exercise an option term.
2. The Owner shall have the right and option to extend this Contract for a maximum of three (3) additional two-year terms. Each option term shall be two (2) years from the expiration of the previous term
3. An option term shall be exercised by bilateral agreement with the Contractor.
4. The total duration of the Contract including option periods, shall not exceed eight (8) years; however if at the end of the base year, or any option term, the Contract is not extended and there are Job Orders under construction which may require changes to complete the original Project, the Owner may issue additional Job Orders to complete the Work.
5. All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the contract apply to each Job Order.

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VIII. STANDARDS OF PERFORMANCE

1. Job Order Contracting is a performance-based contracting system. Once the Contractor has been issued Job Orders equal to the Minimum Contract Amount, the Owner is under no further obligation to issue additional Job Orders. If the need exists and the Contractor has met the following performance standards, the Owner may continue to issue Job Orders up to the Maximum Contract Amount. The continuation of the Contract and execution of option years may depend upon the Contractor's performance in the following performance standards.
 - a. **Submission of the Contractor's Price Proposal and Job Order Proposal Package:** The Contractor shall submit Price Proposals in accordance with Article III.B.5 and the Job Order Proposal Package in accordance with Article III.B.7. The Contractor shall submit Price Proposals on or before the date so indicated on the RFP and the Job Order Proposal Package within the time period so indicated in Article VI.5.7. Failure to submit the above within the time so stipulated by the Owner may be an event of Non-performance.
 - b. **Quality of the Contractor's Price Proposal and Job Order Proposal Package:** The Contractor, in preparation of its Price Proposal, shall select only those tasks from the Construction Task Catalog[®] that are required to accomplish the Job Order's Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities may be an event of non-performance. The Contractor is expected to submit Price Proposals correct the first time. However, the Owner recognizes that some adjustments might have to be made to the Price Proposal after review by the Owner. Therefore, the Owner may allow the Contractor to submit a first Price Proposal and a second Price Proposal for each Job Order. If corrections are not made to the satisfaction of the Owner after the second submitted Price Proposal, this may be an event of Non-performance. The Contractor, in preparation of its Job Order Proposal Package, shall include all the documents in accordance with Article III.B.7 of these JOC General Conditions. Failure to submit complete and accurate Job Order Proposal Packages the first time may be an event of non-performance.
 - c. **Quality of Construction:** The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Punch List Work in accordance with the Contract Documents. Failure of the Contractor to perform the construction work in accordance with the Contract Documents or to perform Punch List Work may be an event of Non-performance.
 - d. **Timely Construction:** As requested by the City, the Contractor shall mobilize all trades and subcontractors so construction starts by the City's requested start date. During the course of construction, the Contractor shall perform the work in a manner so that the agreed upon schedule and completion date remain intact. If, for any reason, delays are incurred, the Contractor shall take necessary steps to expedite construction as to make up for any lost time.
 - e. **Compliance with the Local Business Utilization Plan:** The Local Business Utilization Plan, as comprised by the Contractor and submitted and approved for use on this Contract, shall be followed as closely as possible with regard to maximizing the participation of local subcontractors. Furthermore, should the Plan not be followed or deemed to be outdated, Contractor shall follow revised Plan as agreed between Contractor and the City. Failure of the Contractor to maximize participation of local subcontractors may be an event of Non-performance.

**CITY OF NAPERVILLE
BID 11-082
JOB ORDER CONTRACT**

ADDENDUM #1

The attention of the bidders is called to the following changes, clarifications and/or additions/deletions to the original contract and they shall be taken into account in preparing proposals and shall be part of the Contract Documents.

Bidders shall acknowledge receipt of this addendum on the Offer to Contract Form.

CLARIFICATIONS

There is a **mandatory** pre-proposal scheduled for February 10, 2011 at 10AM at the Municipal Center, 400 S Eagle Street, Naperville, IL, in Council Chambers.

Bidders shall acknowledge this Addendum #1 in the Offer to Contract.

Jan Fischer, CPPB
Procurement Specialist
February 7, 2011

**CITY OF NAPERVILLE
BID 11-082
JOB ORDER CONTRACT**

ADDENDUM #2

The attention of the bidders is called to the following changes, clarifications and/or additions/deletions to the original contract and they shall be taken into account in preparing proposals and shall be part of the Contract Documents.

Bidders shall acknowledge receipt of this addendum on the Offer to Contract Form.

CHANGE

There is a second opportunity to attend a mandatory pre-proposal. It has been scheduled for February 15, 2011 from 1-3 PM at the Municipal Center, 400 S Eagle Street, Naperville, IL, in Council Chambers.

Anyone who attended the first pre-proposal on February 10, 2011, is not required to attend the second on the 15th. An addendum will be issued with attendance information and any questions/answers from each pre-proposal.

Bidders shall acknowledge this Addendum #2 in the Offer to Contract.

Jan Fischer, CPPB
Procurement Specialist
February 10, 2011

**CITY OF NAPERVILLE
BID 11-082
JOB ORDER CONTRACT**

ADDENDUM #3

The attention of the bidders is called to the following changes, clarifications and/or additions/deletions to the original contract and they shall be taken into account in preparing proposals and shall be part of the Contract Documents.

Bidders shall acknowledge receipt of this addendum on the Offer to Contract Form.

CHANGE/CLARIFICATION

Mandatory Pre-Proposals were held on February 10, 2011 and February 15, 2011. Below are questions asked and answered by the City of Naperville as well as clarifications.

1. **QUESTION:** I noticed on page 47, Item B1 states "... the Contractor's Project Manager shall have a minimum of two (5) years experience as a Project Manager or other qualifications and/or experience acceptable to the Owner."
Should the Project Manager have 2 or 5 years of experience?

ANSWER: The Project Manager shall have five (5) years of experience.

2. **QUESTION:** Page 24, for Item III – Job Order Contract Knowledge/Experience, item 2 asks for "... a listing of ALL Job Order Contracts that were awarded AFTER January 1, 2000."

We have completed 63 JOC contracts since 1/1/2000 worth over \$300 million (that does not count the contracts that we were awarded that are still currently in progress). Please clarify if you want me to submit Attachment D for ALL those projects.

ANSWER: The documents state to submit all Job Order Contracts that were awarded after January 1, 2000.

3. **QUESTION:** On page 47/48, key personnel Item B2 – Assistant Project Manager / Estimator states the following:

- a. In paragraph 2 - "The Contractor shall employ and assign exclusively to this contract an adequate number of qualified and experienced Project Managers and Engineers..."
This statement is under Assistant Project Manager/Estimator. Please clarify if this statement should be included under Item 1 – Project Manager or if it should read "... shall assign... an adequate number of qualified and experienced Assistant Project Managers/Estimators..."?

ANSWER: Delete the word "exclusively" from the first sentence of the first paragraph of A. General under IV. Personnel in the JOC General Conditions. In addition, replace B.2 of Key Personnel in the JOC General Conditions with the following:

"2. Contractor's Assistant Project Managers/Estimators

The Contractor's Assistant Project Manager shall represent the Contractor in the Contractor's absence. All directions given to the Contractor's Assistant Project Manager shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner or JOC Project Managers shall not be responsible for the acts or omissions of the Contractor's Project Manager, assistants or other Project Managers.

The Contractor shall employ and assign to this Contract an adequate number of qualified and experienced Project Managers and Estimators to assure that each Job Order is performed according to the Contract Documents. At a minimum, the Contractor shall have at least one (1) Project Manager for every eight (8) Job Orders in planning/proposal stage. Once assigned to a particular Job Order, substitutions will be allowed with only Owner's written approval. When required, the Contractor's Project Managers shall have demonstrated experience in the electrical and mechanical disciplines to ensure quality submissions of Price Proposals."

4. **QUESTION:** In paragraph 2 – "At a minimum, the contractor shall have at least 1 Project Manager for every 8 job orders..."

Should this statement be under Item 1 Project Manager or should it read "... contractor shall have at least 1 Assistant Project Manager for every 8?"

ANSWER: See response to previous question.

5. **QUESTION:** In paragraph 2 – "The contractor's Project Managers shall not be assigned to work on any other Job Order Contracts other than this Contract."

Should this statement be under Item 1 Project Manager or should this read "The contractor's Assistant Project Manager..."?

ANSWER: See response to previous question.

6. **QUESTION:** Page 47/48, key personnel Item B3 is entitled Contractor's Field Superintendents
Is the Field Superintendent(s) different than the General Superintendent listed on page 24, Item IV-1?

ANSWER: The terms "Field Superintendent" and "General Superintendent" shall be used interchangeably.

7. **QUESTION:** Regarding the forms, please clarify whether it is the desire of the City to have information on the firm as a whole or the office that will be overseeing this contract. For example, Attachment D requests all JOC contracts awarded since 2000. For our firm, a nationwide GC, this could mean submitting information of upwards of 60-75 contracts. Please confirm that this is your intent. If not please confirm that the information should be only for the managing office.

ANSWER: See response to previous question as the Contract Documents request a firm's Job Order Contract experience, not a managing office's.

8. **QUESTION:** Attachment E requests the three most recent JOC awarded BEFORE January 1, 2009. Please confirm this date, rather than January 1, 2011.

ANSWER: The date noted of January 1, 2009 is correct.

9. **QUESTION:** Please clarify the requirement for Certificates of Insurance to the City being included with our proposal. Our insurance company does not usually provide us with forms naming the customer until after contract award. Would the City instead accept proof of our ability to obtain adequate insurance and accept the contract-specific Certificates of Insurance within 10 days of contract award?

ANSWER: Certificates of Insurance must be provided with the proposal response.

10. **QUESTION:** Page 50 indicates that the quotient of the current year average and the base year average will be multiplied by 0.5 (per item 3) to determine the Economic Price Adjustment. Assuming an original adjustment factor of 1.0000, to equate to an assumed annual CCI increase of 5%, an adjustment factor of 1.4071 would need to be applied in the eighth year of the contract. However, under this contract, we would be allowed an annual increase to our adjustment factor of only 2.5% which will equate to an adjustment factor of only 1.1887 in the eighth year. Please confirm that the contractor will only be adjusting its adjustment factor at half the rate that actual costs are increasing in Chicago according to the ENR index (noting "or 3%, whichever is less").

ANSWER: Confirmed

11. Page 50 indicates that the base year average will be calculated from the 12 months prior to the contract date. It is our understanding that this means that for the third through eighth years of the contract, ENR CCIs for each year will still be divided by ENR CCIs from the base year 2010-2011 to determine the EPA. It doesn't seem economically realistic to cap the Contractor's adjustment at 3% after the second year of the contract. When calculating the adjustment factors for contract years 3-8, will the adjustment still be restricted to a maximum of 3%?

ANSWER: Delete No. 1 of Section V.A. as found in Article V - JOC General Conditions, Page 50, and replace with the following:

"The Initial Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Contract date. Subsequent Base Year Indices shall be 12 months immediately prior to the month of the annual contract anniversary."

12. **QUESTION:** Page 37 states that work within the Six County Area cannot be refused. However, the Rider Clause on page 91 allows the contractor to specify which agencies it would like to work with, and includes agencies within the Six County Area. Please explain which page takes precedence.

ANSWER: Delete the second sentence in Section III.A.4 of Article V: JOC General Conditions, Page 37, and replace with the following:

"The Contractor is not allowed to refuse to perform any Job Order requested by the City of Naperville, Naperville Community Unit School District 203, Indian Prairie School District 204, the Naperville Park District, and the Naperville Public Library."

Delete No. 2 in Section VI.A of Article V: JOC General Conditions, Page 51, and replace with the following:

"Refusal to perform Work for the City of Naperville, Naperville Community Unit School District 203, Indian Prairie School District 204, the Naperville Park District, and the Naperville Public Library."

13. **QUESTION:** Page 91 mentions a document and software licensing fee payable to the Gordian Group.
- Is this fee different from the 6% fee payable to EZIQC, LLC?
 - If yes to part a, how much is this fee (in \$ or %)?
 - Does this fee apply to all agencies within the Six County Area, or only the agencies listed on the Rider?

ANSWER: In the last sentence of the last paragraph of Attachment L - Rider Clause, as found on Page 91, delete "the Gordian Group, Inc." and replace with "EZIQC, LLC."

14. **QUESTION:** Will you be posting the sign-in sheet from the mandatory pre-bid meeting?
ANSWER: The Attendance Sheets from both Pre-Proposal Meetings are attached.

CLARIFICATIONS:

- In No. 1 in Section VIII. Standards of Performance as found in Article V - JOC General Conditions on Page 53, delete the following sentence:

"Once the Contractor has been issued Job Orders equal to the Minimum Contract Amount, the Owner is under no further obligation to issue additional Job Orders."

2. Delete No. 9 in Section III.B.7.b of Article V - JOC General Conditions as found on Page 43.
3. Delete No. 10.b as found in Article III - Scope of Work and Submittal Requirements as found on Page 19 and replace with the following:

"Any Agency may purchase construction services from the Contractor utilizing this Contract. For all work procured under this Contract, the Contractor agrees to pay a 6%licensing fee (Fees) due and payable within thirty (30) days from the date that the Contractor receives a Notice to Proceed or similar authorization. Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the City's sole discretion, may be deemed grounds for termination of this Contract."

4. Volume I, Article II - General Terms and Conditions/Bond Requirements as shown on Page 5. Under Execution of a Performance Bond and Labor and Materials, add the following sentence to the end of the paragraph:

As required for Job Orders performed outside the City, the successful Contractor shall provide individual performance and payment bonds to the Agency issuing the Job Order. The cost of all bonds shall be included in the Contractor's Adjustment Factor.

Bidders shall acknowledge this Addendum #3 in the Offer to Contract.

Jan Fischer, CPPB
Procurement Specialist
February 17, 2011



Naperville Pre-Proposal Meeting

Thursday, February 10, 2011

Attendance Log

Company Information

Company Information



CONSTRUCTION
DESIGN-BUILD
DEVELOPMENT

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Project Manager

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Representative



GENERAL CONTRACTORS
MBE CERTIFIED

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Naperville Pre-Proposal Meeting

Thursday, February 10, 2011

Attendance Log

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Thursday, February 10, 2011

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Naperville Pre-Proposal Meeting

Thursday, February 10, 2011

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Naperville Pre-Proposal Meeting

Thursday, February 10, 2011

Attendance Log

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Naperville Pre-Proposal Meeting

Tuesday, February 15, 2011

Attendance Log

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Naperville Pre-Proposal Meeting

Tuesday, February 15, 2011

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**CITY OF NAPERVILLE
BID 11-082
JOB ORDER CONTRACT**

ADDENDUM #4

The attention of the bidders is called to the following changes, clarifications and/or additions/deletions to the original contract and they shall be taken into account in preparing proposals and shall be part of the Contract Documents.

Bidders shall acknowledge receipt of this addendum on the Offer to Contract Form.

CORRECTION

Please disregard Item #11 in Addendum #3 issued 2-17-11. Below is the correct Question and Answer:

1. **QUESTION:** Page 50 indicates that the base year average will be calculated from the 12 months prior to the contract date. It is our understanding that this means that for the third through eighth years of the contract, ENR CCIs for each year will still be divided by ENR CCIs from the base year 2010-2011 to determine the EPA. It doesn't seem economically realistic to cap the Contractor's adjustment at 3% after the second year of the contract. When calculating the adjustment factors for contract years 3-8, will the adjustment still be restricted to a maximum of 3%?

ANSWER: Delete No. 1 of Section V.A. as found in Article V - JOC General Conditions, Page 50, and replace with the following:

"The Initial Base Year Index shall be calculated by averaging the 12 month Construction Cost Indices (CCI) for Chicago published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the Contract date. Subsequent Base Year Indices shall be the Current Year Index, as calculated below for the previous year."

Bidders shall acknowledge this Addendum #4 in the Offer to Contract.

Jan Fischer, CPPB
Procurement Specialist
February 17, 2011

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

EXHIBIT B
Supplemental Specifications

The requirements set forth in these Supplemental Specifications will apply as required by an individual Job Order (sometimes referred to in these Supplemental Conditions as "the Project"). In these Supplemental Conditions, the Owner may also be referred to as "The City."

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ARTICLE 1. - TEMPORARY STRUCTURES, SIGNS, FENCES, FIELD OFFICES AND PHONES

- A. Structures – As required for individual Job Orders, the Contractor shall construct and maintain, in locations approved by the Owner, all temporary structures, material sheds, storage sheds, or other similar enclosed structures required for the performance of this Contract. All temporary structures are to be removed from the site by the Contractor upon completion of the Project, or sooner, if so requested by Owner.
- B. NOT USED
- C. Construction Fence – As required for individual Job Orders, the General Contractor shall furnish, erect and properly maintain a temporary chain link fence, 6'-0" high complete with privacy fabric, man and vehicle gates as appropriate for the project conditions, around entire area of the site, which shall remain in place until such time as directed by the Owner to be removed. The fence shall be located on the Contract Limit Line or where the progress of work dictates.
- D. NOT USED
- E. NOT USED
- F. NOT USED

ARTICLE 2. - TEMPORARY HOISTS, CHUTES, DERRICKS, SCAFFOLD, STAIRS, ETC.

- A. Contractor to Provide – The Contractor shall furnish and maintain all equipment such as temporary hoists, chutes, derricks, scaffolds, staging, stairs, ramps, runways, ladders, and similar items required for the proper execution of its work, and shall provide or arrange for the use of such facilities by all subcontractors or trades as required to carry out the work, and shall remove or arrange for the removal of all such items when no longer required.
- B. Legal Requirements – All such apparatus, equipment and construction shall meet the requirements of the labor laws and regulations applicable thereto and of the authorities having jurisdiction over same.
- C. Removal of Rubbish – No materials, rubbish or debris will be permitted to drop free, but shall be removed by use of the material hoist, rubbish chute (closed, dust-tight type) or other method approved by the Owner. Rubbish shall be removed frequently, daily from the building, weekly from the site.
- D. Protection of the Work – No materials will be permitted to be passed through the finished openings of the exterior walls without proper protection of the openings in a manner approved by the Owner. Hoists and chutes shall be so protected as to prevent damage, staining or marring of any permanent work.
- E. Temporary Stairs – As required for individual Job Orders, permanent stairs shall be erected as soon as possible and the Contractor shall provide same with temporary protective treads, risers, handrails and shaft protection. The Contractor shall provide safe, convenient access from floor to floor as the construction progresses. Permanent ladders and stairs may be used when available, providing same shall be safely prepared for such use. All devices so used shall conform to the Standards prescribed in the Safety Code for the Construction Industry, to OSHA, and such other codes as are applicable.
- F. Temporary Sidewalks – The Contractor shall erect temporary sidewalks as required where existing sidewalks are rendered inadequate by work on the Project site. Temporary sidewalks shall be complete with all necessary timber uprights, braces, crossbeams, plank walk, railings

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and the like, all installed in such manner so as not to interfere with the execution of the work, or safety and convenience of all persons using walks.

- G. Temporary Sidewalk and Materials Bridges – The Contractor shall erect temporary sidewalks and materials bridges, if required, where building operations are conducted within 30 feet of public sidewalks in order to provide adequate protection to the public and the Owner during the execution of the work. Construct bridges shall be complete with necessary up-rights, braces, cross beams, plank top and screened guard rails on all sides and ends, and with watertight ceiling, lighting, signs and safety barricades, all in strict accordance with the requirements of local ordinances and regulations.

ARTICLE 3. - TEMPORARY SERVICES (GENERAL)

- A. As required for individual Job Orders, the Contractor shall arrange for the furnishing and maintaining of all temporary toilets, water supply, light and power, heating, and local telephone service as required for the proper and expeditious completion of the Project. The Contractor shall provide metering for temporary water and electrical utilities. The Contractor shall make all connections to existing services and sources of supply, shall provide all necessary installations, labor, materials, and the like, in a manner subject to the approval of the Owner, and shall remove the temporary installations and connections when no longer required, or when so directed by the Owner.

ARTICLE 4. - TEMPORARY TOILETS

- A. As required for individual Job Orders, the Contractor shall provide, erect, service and maintain temporary toilets of an approved type at convenient locations on the premises, and through the building as construction progresses, for use by all trades and subcontractors on the Project. The Contractor shall connect same to existing sanitary sewer lines or to the building sanitary sewers as completed. Toilets shall be maintained in a sanitary condition and equipped for the use of all workmen.
- B. When permanent facilities can be provided within the building, the temporary structures and facilities shall be removed and disposed of by the Contractor closing all temporary openings in an acceptable permanent manner. The permanent facilities shall be limited to those directed by the Owner. They shall be serviced regularly and returned to the Owner in first class condition when the project is completed.

ARTICLE 5. - TEMPORARY WATER AND FIRE PROTECTION

- A. As required for individual Job Orders, the Contractor shall provide and pay for the installation, maintenance and removal of a 2-1/2" combination temporary fire protection and service water stand pipe at 1/4 points of the building - total of four stand pipes, for use by all trades and subcontractors on the Project. Each stand pipe, at each floor, shall be equipped with 1 1-1/2" valve, 100 ft. of fire hose in an enclosure painted red, plainly marked for fire only, plus two 3/4" hose bibs not enclosed. The fire hose shall be maintained in operable condition at all times and shall be used only for fire protection. Any trades and subcontractors requiring water at points other than those above shall be responsible for, and pay for any extension necessary.
- B. The stand pipes shall be installed as quickly as construction permits and shall be extended floor by floor as the building construction progresses.
- C. In addition to the fire hose, the Contractor shall provide and install one ABC type fire extinguisher and one CO2 type fire extinguisher at each fire hose location. The extinguishers

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shall be in an enclosure, painted red, and plainly marked for fire only.

- D. In addition to the fire protection described above, wherever and whenever any soldering, cutting, burning or welding operations are in progress or any equipment is in use, or any work is being performed that involves a fire hazard, the Contractor responsible for such operation shall be responsible for maintaining an acceptable fire extinguisher within five feet of such an operation. At all times when any of the previously described operations are being performed that might result in flying sparks, hot slag, etc., the Contractor responsible for the operator's performance shall furnish a fire blanket of sufficient size to prevent the sparks, hot slag, etc., from coming in contact with combustible material. In particular, guard against passing of sparks, heated slag, etc., through pipe sleeves, duct openings, conduit openings or similar apertures by the use of an asbestos blanket.
- E. The Contractor shall pay for all service deposits and water used for construction, and shall furnish and install all materials and equipment necessary for a metered water service, for use by all Contractors on the Project. Further, the Contractor shall fully inform itself as to connection point or points and water pressure available.

ARTICLE 6. - TEMPORARY LIGHT AND POWER

- A. The Contractor shall arrange for all temporary electric light and power for the work of all trades and subcontractors as required throughout the work. The Contractor shall pay all costs for the installation, maintenance and use of equipment for such temporary light and power, including metering of temporary electrical power.
1. The Contractor shall make all necessary arrangements to provide temporary electrical power, to arrange for its distribution, to continue its service throughout construction, to remove same as outlined herein.
 2. Electrical power at 120/208/480 volts - 3 phase, 4 wire capability may be available within convenient reach of the project.
 3. Temporary lighting to comply with applicable federal and state codes shall be continuously provided in all stairways, corridors, and in all other work areas for all trades and subcontractors on the project. The Contractor shall also provide as needed; area flood lights, guard lights at barricades, obstructions in streets, drives, walks and at all trenches or pits adjacent to public areas within the area of construction by any trades and subcontractors on this project.
 4. As required for individual Job Orders, the service entrance shall terminate in a minimum of two 400 ampere fused NEMA 3R rain tight main switches. From the service entrance location there shall be a minimum of two 400 ampere feeders to a minimum of two fused distribution panel boards on each floor. Such distribution panel boards shall be located at third points of the building and shall contain proper fusing for all temporary wiring extensions. Transformers required for the service outlined shall be provided as a part of the service entrance.
 5. Temporary distribution from these panels shall provide single phase, 120 volt, 20 ampere service to outlets within 50 feet of any portion of the building, and a single phase, 208 volts, for a 10 horsepower maximum capacity within 200 feet of any portion of the building. Outlets and bulbs shall be provided by the Contractor to produce not less than 1/5 watt per square foot of floor area throughout the building.
 6. All temporary wiring shall include a green equipment grounding conductor and the entire temporary system shall have equipment grounding continuity. All outlets for the connection of portable electrical equipment shall be of the grounding type. All elements

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

of the temporary electric service shall conform to the regulations of the National Electric Code, the National Electric Safety Code, the Safety Code for the Construction Industry, and O.S.H.A., which shall include such ground fault service as required to protect operating personnel.

7. All trades and subcontractors shall furnish any necessary wiring and extension cords to reach from the nearest outlet to his point of operation. All such devices shall conform to the above provisions or be rejected for use by the Owner.
8. No permanent power from permanent sources shall be used without the Owner's written permission indicating the conditions whereby it may be used. Consideration will not be given for the use of lights, wiring devices or other electric equipment until the building is in the finishing stages or unless it is in the Owner's interests.
9. The Contractor shall maintain strict supervision over the use of the temporary electric service and shall be responsible for damages caused by misuse of same. Violation of safe practices, abuse of the service, or failure to conform to the above standards shall be sufficient cause for the Owner to take such action as will correct the condition.
10. Upon completion of the Project or when directed by the Owner, all temporary light and power equipment shall be removed by the Contractor.

ARTICLE 7. - TEMPORARY HEATING

- A. As required for individual Job Orders, the Contractor shall be responsible for furnishing and installing and subsequent removal of a temporary heating system, for use by all trades and subcontractors on this Project, within the new building as weather and construction conditions demand, and as required for the installation of any material or for working conditions required by any trade or trades within the building. Temporary heat shall be provided to prevent freezing within the building, to provide suitable working conditions, to assure progress of the operation within the established schedule time, and to conform to specific requirements of the Contract Documents. In areas where finishing trades are working or have completed their work, temporary heat shall be maintained at a uniform temperature of 70° F., (-10°) until the completion of the Project.
- B. The Contractor shall provide for all materials, labor, water, tools, electric wiring, fuel, and electric power, operating services and any items incidental and required for a complete and operable system of temporary heat, so long as any system of temporary heat is in operation and required by any trade or crafts within the building.
- C. As required for individual Job Orders, the Contractor shall maintain a system of temporary heat until total completion and final acceptance by the Owner, even though the Owner may occupy the building in part or in total.
- D. Equipment shall be oil or gas fired, electric blower operated, and shall not require a vent from the heated space. Open flame type units similar to Salamanders shall not be used.
- E. All spaces where temporary heat is required shall be maintained at a minimum of 50° F. during working hours and at a minimum of 40° F. during non-working hours, or as required for building construction or any trade requirements. Also, for a minimum of seven days prior to any interior finishing, (wood, painting, varnishing, resilient tile, acoustical ceilings, etc.), and until final acceptance by Owner or during partial occupancy by Owner, spaces shall be maintained according to design conditions on a 24 hour, 7 days basis.
- F. None of the permanent heating systems nor any of their component parts shall be available for temporary heat until the building is in the finishing stages, (finish painting, varnishing, paneling, wood, resilient tile, acoustical ceiling, etc.). The permanent heating system must be

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

completely installed as designed when used to supply temporary heat; this shall include permanent wiring connections to a permanent power source. The Contractor shall make its request, in writing, to the Owner to use the permanent heating systems. The Owner shall be the sole judge of building conditions and heating system conditions concerning the permission to use the permanent heating systems for supplying temporary heat.

- G. The Contractor shall be responsible for all phases of operation, maintenance, and items of like nature during the time the permanent system is used to furnish temporary heat. The Contractor shall assume all responsibility of coordination among other trades and subcontractors concerning the installation of their permanent systems for use for temporary heat and extension of the warmth. Warranties on the permanent system shall start at the time of substantial completion.
- H. At the termination of the use of the permanent systems as a temporary heating system, the systems shall be cleaned, equipped with new filters, equipped with new belts if required, etc., and any damage repaired or replaced at the expense of the Contractor.

ARTICLE 8. - TEMPORARY USE OF ELEVATORS

- A. Temporary Use – The Contractor may arrange for the temporary use of elevators by all trades and subcontractors, if required, during the construction period, to transport equipment and materials only during the finishing stages of the Project.
- B. Temporary Cars – The Contractor shall furnish the required cars with car switch, gate contact, and all necessary operating and safety devices, city and state tests and certificates.
- C. Temporary Cab Enclosures, Etc. – The Contractor shall provide the required cab enclosures, temporary hoistway entrances and hoistway doors, temporary protection of hoistway openings, protection of permanent hoistway entrances or other installed finished work, and such other items as are necessary to permit temporary operation in accordance with local, state and national codes. The Contractor shall provide all necessary maintenance of the elevators during the period of temporary operation. The Contractor shall restore elevators to their original perfect condition and furnish guarantee as specified. All costs in connection with operation of the temporary elevators shall be paid by the Contractor. The Contractor shall extend all guarantees and warranties for two (2) years from date of acceptance of the Project by the Owner.

ARTICLE 9. - TEMPORARY ENCLOSURES AND VENTILATION

- A. As required for individual Job Orders, the Contractor shall provide temporary enclosures for all exterior openings, as soon as the building structure is erected and otherwise made weather-tight, or whenever necessary in order to provide suitable working conditions within the building. The Contractor shall provide suitable means for ventilation of the building and to permit the exit of water vapor from the building at all times. The permanent door enclosures shall not be used as temporary enclosures, but temporary doors with proper hardware to make them self-closing shall be provided.

ARTICLE 10. - PROTECTIVE COVERINGS AND MEASURES

- A. Finished Surfaces – The Contractor shall protect all finished surfaces, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of work by all trades and subcontractors.
 - 1. The finished surfaces shall be clean and not marred upon delivery of the project to the

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

Owner. The Contractor shall, without extra compensation, replace, repair or refinish (as determined by the Owner) all such spaces where painted or finished surfaces prove to have been inadequately protected and are damaged.

- B. Materials Stored on Finished Surfaces – The Contractor shall provide tight, non-staining wood sheathing under any materials that are stored on finished surfaces and shall provide planking on finished surfaces before moving any materials over those finished areas.
- C. Roof and Waterproof Surfaces – Roof and waterproof surfaces shall not be subjected to traffic nor shall they be used for storage of material. Where some activity must take place in order to carry out the Work, adequate protection, subject to approval by the Owner, shall be provided by the Contractor.
- D. Glass – All glass shall be protected and kept clean during the entire construction period by the Contractor. All damaged, etched, defaced or broken glass shall be replaced at the Contractor's expense.

ARTICLE 11. - TEMPORARY MATERIAL STORAGE

- A. The Contractor shall be responsible for and shall cooperate with other trades and subcontractors requiring storage at the site.
- B. All trades and subcontractors on all Projects shall be restricted to the "Contract Limit Lines" of the construction site and/or to any additional area as shown on the Site Plan for individual Job Orders. The Contractor shall verify locations with the Owner prior to storing any materials.
- C. All trades and subcontractors on all Projects shall confine equipment, storage of materials, and the operations of workmen to limits indicated on the drawings or by the Owner. Any area indicated on drawings or designated elsewhere by the Owner for storage of materials shall be returned to its original condition upon completion of the project at no cost to the Owner.
- D. Should additional area be required, it will be at the Contractor's expense; not on City property and no provisions can be made for acknowledging such stored materials for monthly payment on materials.

ARTICLE 12. - EXISTING UTILITIES

- A. Notification of Utility Companies – The Contractor, in accordance with local laws and ordinances, shall notify appropriate utilities, with copy to the Owner, not less than 48 hours in advance of any excavation or work in, around or on utility lines.
- B. Protection and Maintenance of Existing Utilities – Existing utilities that may be indicated are shown in their approximate locations from available information. The Contractor shall ascertain exact locations of utilities that may be affected by the work of all Contractors on the Project, and shall be responsible for the protection and maintenance of such utilities, and shall be responsible for any damage or injury that may result from working on or near these utilities.
- C. Utilities Not Indicated – If existing utilities are encountered which are not indicated on the drawings, the Contractor shall protect such utilities and notify the Owner of their presence. If any such utilities not indicated on the drawings which are to remain in service are damaged by any of the trades and subcontractors, the Contractor shall take such action as reasonably required to minimize the damage and shall promptly restore the system to operating condition.

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

ARTICLE 13. - SUBSURFACE CONDITIONS

- A. Boring information, water levels, indications of surface and subsurface conditions and similar information given on the drawings or in the specifications are furnished only for the convenience of the Contractor, trades and subcontractors. Logs of available subsurface explorations, borings and drawings of existing site conditions may be examined by arrangement with the Owner. The Owner and its Consultants, if any, make no representation regarding the character and extent of the soil data or other surface or subsurface data and conditions to be encountered during the work and assume no responsibility and make no guarantee as to the accuracy or completeness of the information.
- B. The Contractor by careful examination, shall inform itself as to the nature and location of the Work, the conformation of the ground, subsoil and ground water conditions, the character, quality and quantity of the materials to be encountered, the character of equipment and the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work for any Project under this Contract. The Contractor shall make its own deductions of surface and subsurface conditions which may affect methods or cost of construction of the Work of its Contract and the Contractor agrees that it will make no claim for damages or other compensation, should he encounter conditions during the progress of the work different from those as calculated and/or anticipated by him.

ARTICLE 14. - TEMPORARY ACCESS TO SITE AND PARKING

- A. Existing Roadways, Temporary Roadways and Parking Areas
1. Access to the Project site shall be identified on a Job Order-by-Job Order basis. Parking of cars shall be restricted to the limits of the site or on streets where public parking is permitted. Parking of cars will not be permitted on other parking lots, drives or roads of academic or residential buildings.
 2. As required for individual Job Orders, the Contractor shall provide access to the building by temporary roads and walks in the area indicated by the Owner. The Contractor shall maintain the temporary roads and walks in continuous serviceable and clean condition throughout the course of the Project. The main roads must remain open to vehicle and pedestrian traffic at all times. Materials so used for the temporary roads and walks shall be removed from the site, and the location of same shall revert to the schedule of construction in such a manner as may provide for completion of the work on schedule, unless same are a portion of the permanent construction and completed later.
 3. The Contractor shall keep adjacent city streets free from mud or debris deposited thereon as a result of operations for all Projects under this Contract. The Contractor shall maintain and restore such streets to their original condition.
 4. Owner will notify Contractor if there is no Project-related parking available on near the Project Site. In that event, locating and payment for parking in areas generally available to the public will be the responsibility of the Contractor.

ARTICLE 15. - SITE DRAINAGE

- A. Contractor's Responsibility – As required for individual Job Orders, the Contractor shall take over the responsibility for site drainage upon entering the premises and shall maintain such drainage during the life of the Project in a manner approved by the Owner and so as not to adversely affect the construction, the building during various stages and the adjacent areas.

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

ARTICLE 16. - PUMPING

- A. Pumping – As required for individual Job Orders, the Contractor shall, during the progress of the Work of, provide and maintain all required pumps, suction and discharge lines, power, etc., in sufficient number, capacity, and configurations to keep all excavations, pits, trenches, footings, foundations, and the entire property area free from accumulation of water from any source whatsoever, and also keep the building dry and free of water, at all times and under any and all circumstances and contingencies that may arise.

ARTICLE 17. - ELECTRONIC CAD FILES & AS-BUILT FIELD DATA

- A. As required for individual Job Orders, the Contractor shall keep at the Project site a complete set of full size blue-line prints of the drawings, reproduced at Contractor's expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:
1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 2. The locations and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
 3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
 4. Correct elevations if changes were made in site grading from the contract plans.
 5. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 6. The topography and grades of all drainage installed or affected as part of the project construction.
 7. All changes or modifications from the original design and from the final inspection.
 8. Where the drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
 9. These deviations shall be shown in the same general detail utilized in the contract drawings. Markings of the prints shall be pursued continuously during construction to keep them up to date. This information shall be maintained in a current condition at all times until the completion of the work. The resulting field-marked data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the Owner's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the Owner or the Owner's representative, if any, and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) current shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

B. Submittal of the As-Built Field Data

1. The As-Built Field Data (one set of scanned tif files from each sheet of the original paper mark-up as-builts, *see below for tif file format info., 4 sets of hardcopy drawings from CAD as-builts, 1 set of CAD files and one set of pdf files created for each sheet of the CAD as-builts) shall be submitted to the Owner or the Owner's representative, if any, for review and Substantial Completion will not be granted until these items are received and approved by the City. CAD drawings are to be made complying with the current City's CAD standards (*AutoCAD drawing format 2000-2006 only*).** If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the Owner or the Owner representative, if any, within 10 calendar days of receipt.
2. As required for individual Job Orders, the Contractor shall work with to Owner or the Owner's representative, if any, regarding the project CADD drawings; either to utilize these CADD files to produce record drawings, or pay to Owner or the Owner's representative, if any, to produce the project As-Built CADD files. For City designed projects, coordinate with the City to determine if the City will produce the CADD as-builts, and if so then what allowance will be given for this from the Contractor.

*Scanned tif files for each sheet of the original paper mark-up sets should be submitted in the following format:

400dpi TIFF / CCITT Group 4 format (black and white), each scanned tif file should be named the same as the drawing sheet number.

**The City has adopted the National CAD Standards. The Contractor may purchase a copy of the National CAD Standards from this web site:

<http://www.buildingsmartalliance.org/index.php/nccs> to learn more about it.

ARTICLE 18. - MAINTENANCE AND OPERATING INSTRUCTIONS

- A. Maintenance Instructions – The Contractor shall orient and instruct the maintenance personnel designated by the Owner in the operation of all equipment installed by the Contractor.
- B. Catalogs, Operating Instructions, Parts, etc. – As required for individual Job Orders, the Contractor shall furnish to the Owner three (3) complete sets of printed Maintenance and Operating Instructions and parts lists for all operating, general, mechanical, electrical, and control equipment and all other manufactured items installed by the Contractor. The operating instructions shall integrate each piece of equipment in any one system in to a numbered step by step sequence of operation. The parts listed shall consist of exploded views or parts listing, with all component parts numbered, for each piece of operating or expandable equipment. These operating instructions and parts lists must be furnished to the Owner prior to the time when the equipment is checked out and turned over to the Owner for operation or before the final payment on the Contract will be processed.

ARTICLE 19. - CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT

- A. The Contractor, trades, and subcontractors, manufacturers and suppliers furnishing materials and equipment shall identify, ship, address, consign, etc., all such materials and equipment to the Contractor by giving the name of the Contractor, name of the Project, the street or post office address and the city and under no circumstances may shipments be directed to, or in care of The City. It shall be the sole responsibility of the Contractor, trades, and subcontractors to observe this requirement, and failure to do so shall in no way be construed

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

as a justifiable construction delay.

ARTICLE 20. - OWNER FURNISHED MATERIALS AND EQUIPMENT

- A. Owner's Equipment – The Contractor or its trade and subcontractors shall permit the Owner to place and install equipment in accordance with a mutually-agreeable schedule before the completion of its work. The placing and installation of equipment shall not in any way be construed as evidence of the completion or acceptance of the work or any portion thereof.
- B. Owner Furnished Materials and Equipment – Such equipment or materials noted, indicated or scheduled to be furnished by the Owner and installed by the Contractor shall be carefully examined by the Contractor immediately after delivery to the site, and any and all conditions which would prohibit the proper installation or operation of this equipment shall be noted and the Owner informed thereof before acceptance of the materials or equipment for installation. The Contractor shall assume responsibility for such equipment and materials upon receipt thereof, and shall pay for any damage occurring after delivery.

ARTICLE 21. - LABOR CONDITIONS

- A. The Contractor shall take all steps necessary to avoid any labor disputes or jurisdictional disputes, and strikes or delays resulting therefrom.
- B. The Contractor shall install in the Work, and use in the prosecution of the Work, only such materials, equipment and appliances as are produced and installed or applied without involvement in labor jurisdictional disputes, infractions or interferences, and strikes or delays resulting therefrom.
- C. The Contractor shall take all necessary steps to insure labor harmony on the Project and to perform work in accordance with federal, state and local labor regulations. No extra payment shall be due for doing work under this provision, or for delays or damages for failure to observe such requirements.

ARTICLE 22. - CONSTRUCTION LOADS ON BUILDING STRUCTURES

- A. The structure in or on which an individual Job Order is undertaken is designed to support only the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. It is the Contractor's responsibility to determine whether or not the loads required for completion of the Work can be supported by the existing structure or if additional supports are required. It is the Contractor's responsibility to submit drawings and calculations prepared by, and bearing the seal of a Professional Engineer of the proposed method for supporting such loads for the Owner's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to Owner's approval of submitted drawings and calculations.

ARTICLE 23. - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age,

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

sexual orientation, veteran status or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these non-discrimination provisions.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability.
 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order #11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order #11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures, authorized in Executive Order #11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- B. The Contractor will include verbatim all of paragraphs 1 thru 6 inclusive of this Article in every subcontractor purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order # 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Exempted from the above Equal Employment Opportunity conditions are construction contracts and subcontracts not exceeding \$10,000, suppliers, contracts, and material and equipment contracts not exceeding \$10,000 for standard commercial supplies or raw materials, and contracts and subcontracts under which work is performed outside of the United States where no recruitment of workers within the United States is involved.

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

ARTICLE 24. -- STORM WATER WASTE DISPOSAL.

- A. The Contractor is obligated under the Agreement to perform all work in compliance with applicable federal and state laws and regulations. This obligation expressly includes but is not limited to the following:
1. The Contractor shall be responsible for the management of storm water run-off from the worksite.
 2. The Contractor shall be responsible for disposal, recycling or reclamation of all solid or hazardous waste generated by its performance of the Work. The Contractor shall comply with all applicable state and federal regulations in handling, storing, transporting and disposing of solid or hazardous waste.
 3. The Contractor acknowledges its recognition and understanding that "clean fill" is to consist only of uncontaminated rocks, brick, concrete, road demolition waste materials or dirt, and expressly does not include painted material and treated wood. Contractor shall dispose of any waste that contains painted materials and treated wood as solid waste.
 4. Prior to the removal from the site of any solid waste or clean fill, the Contractor shall inform the Owner's Representative of the intended disposal site for the material. The Owner has the right, but not the responsibility to reject a site as suitable for the disposal of the material and the Contractor shall bear any cost or expense associated with identifying an appropriate alternative disposal site.
 5. The Contractor shall provide the Owner's Representative with a copy of all transport and material acceptance documents related to the disposal of solid waste or clean fill, such as tare weights and bills of lading, upon receipt by the Contractor.
 6. Within 10 days of shipment off-site of any hazardous waste, the Contractor shall provide the Owner's Representative with a copy of all hazardous waste manifests. The Contractor shall provide Owner's Representative with a copy of the manifest signed by the TSD (Treatment Storage and Disposal) company within 10 days of receipt by the Contractor.
 7. Contractor shall pay Owner for any costs Owner incurs based on Contractor's non-compliance with this Section, including but not limited to repair or remediation costs, fines or penalties imposed on Owner by any regulating authority, and any fees or costs paid to attorneys or consultants arising out of a prohibited storm water discharge or improper disposal of solid or hazardous waste.

ARTICLE 25. - UNLAWFUL HARASSMENT

- A. The Contractor will not engage in, or tolerate by its employees, subcontractors or agents, any unlawful harassment, including sexual harassment as defined in this section. Harassment on

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EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

the basis of race, color, religion, sex or national origin is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.

- B. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
 3. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or learning environment.
- C. The Contractor will ensure dissemination of this harassment policy to its employees and agents.

CERTIFICATE OF PUBLICATION

The undersigned, the **MOLINE DISPATCH PUBLISHING COMPANY L.L.C.**, hereby certifies that it is a Limited Liability Company, existing and doing business under the laws of the State of Delaware, licensed to do business in the State of Illinois, and states that it is publisher of **THE DISPATCH** and **THE ROCK ISLAND ARGUS** daily, public, secular newspapers of general circulation printed and published daily in the City of Moline, County of Rock Island, State of Illinois, and further certifies that a notice whereof the annexed printed notice, a true copy, was printed and published in said newspapers, 1 time(s); that said notice was so printed and published in said newspaper 1 time(s) in each week for 1 successive week(s), the date of the first said newspaper containing said notice being the 11th day of **FEB. AD. 2011** and the last said newspaper containing said notice being the 11th day of **FEB. AD. 2011**

Publication Fees \$53.00

MOLINE DISPATCH PUBLISHING COMPANY L.L.C.

STATE OF ILLINOIS
ROCK ISLAND COUNTY

SS.

BY 
Moline, Illinois 02/16/2011

J. Scott Aswege being first duly sworn on this oath, says that he is the Business Manager of the **MOLINE DISPATCH PUBLISHING COMPANY L.L.C.** and the facts set forth in the foregoing certificate of publication are true and that the annexed notice was published as therein specified, and that said **THE**

NOTICE
OFFICE
NAPERVILLE
ADVERTISEMENTS
FOR BIDS
RFP 11-082
Job Order Contract
The City is presently accepting proposals from authorized vendors for a qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method.
Proposals will be received at the City of Naperville, Procurement Services Team, Office, 400 S. Eagle Street, Naperville, Illinois 60540 until 2:00 p.m., local time, on March 01, 2011 at which time they will be publicly opened. There will be a second Mandatory Pre-proposal Meeting on February 16, 2011 at 1:00 p.m., local time, taking place in the Council Chambers, City of Naperville Municipal Center, 400 S Eagle St., Naperville IL 60540. Attendance is not necessary for anyone who attended the 1st Pre-proposal on February 10, 2011.
The Contract Documents will be available on a CD at a cost of \$25.00 each. CD's can be picked up at the Procurement Services Department between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday located at 400 S. Eagle St., Naperville, IL 60540; sent standard mail (or express mail with your account number), and/or downloaded off our website at www.naperville.il.us. Contact us at 630.420.8084 or prisel@naperville.il.us. The City reserves the right to reject any or all bids.


Notary Public

COPY OF ADVERTISEMENT

THESENBILLE
CITY OF NAPERVILLE
ADVERTISEMENT FOR BIDS

Job Order Contract
BPP 11-032

The City is presently accepting proposals from authorized vendors for a qualified Contractor to perform various construction projects for the City of Naperville through the Job Order Contracting (JOC) procurement method.

Proposals will be received at the City of Naperville, Procurement Services Team, Office 400 S. Eagle Street, Naperville, Illinois 60560 until 2:00 p.m. local time on March 07, 2011 at which time they will be publicly opened.

There will be a second mandatory pre-proposal meeting on February 15, 2011 at 1:00 p.m. local time taking place in the Council Chambers, City of Naperville Municipal Center, 400 S. Eagle Street, Naperville, IL 60560. Attendance is mandatory for all interested vendors.

The City reserves the right to reject any or all bids.
2/4/2011 9:10 AM

Certificate of Publication

State of Illinois
ss.
Jackson County

The SOUTHERN ILLINOISIAN is a secular newspaper of general circulation in the Counties of Jackson, Franklin, Johnson, Perry, Randolph, Saline, Union and Williamson, State of Illinois, published daily in the City of Carbondale, County of Jackson, and State of Illinois, and that said newspaper is a newspaper as defined in an Act to revise the law in relation to notices, approved February 13, 1974, as amended, that the advertisement or notice hereto annexed and made a part of this certificate has been published in said newspaper at least once each week.

for DM time(s); that the first of such publications was in the newspaper published on FEB the 17 day of FEB 2011, and such publication was contained at least once each week in said newspaper until the 17 day of FEB, 2011, which was the last day of publication of said notice.

Dated this 17 day of FEB 2011.
Fee.....\$
Received.....\$20 SOUTHERN ILLINOISIAN

By _____
By MLP
In the Matter of _____
Solicitors or Attorneys _____

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE

APPLICANT: F.H. Paschen, S.N. Nielsen & Associates LLC
Name
8725 W. Higgins Rd., Suite 200, Chicago, IL 60631
Address
Federal Tax I.D. # 38-451-8443

As a condition of entering into a contract with the City of Naperville, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) Leo J. Wright

being first duly sworn on oath, deposes and states that he is Agent

(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of _____

F.H. Paschen, S.N. Nielsen & Associates LLC (Name of Company), the party making the foregoing bid, and that he has the authority to make any disclosures or certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

DISCLOSURE OF BENEFICIARIES

Section 1. Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

- A. Nature of Benefit sought by the undersigned (state Bid or RFP No.) 11-082
- B. Nature of Applicant: (Please check one)
- | | | | |
|-----------------------|-------|------------------|-------|
| 1. Natural person | _____ | 4. Trust/Trustee | _____ |
| 2. Corporation | _____ | 5. Partnership | _____ |
| 3. Land Trust/Trustee | _____ | 6. Joint Venture | _____ |

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

F.H. Paschen, S.N. Nielsen & Associates LLC is an Illinois Limited Liability Company

- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
1. Frank H. Paschen	8725 W. Higgins Rd., Chicago, IL	74%
William M. Barkowski	8725 W. Higgins Rd., Chicago, IL	4%
2. James V. Blair	8725 W. Higgins Rd., Chicago, IL	10%
Frank H. Paschen III	8725 W. Higgins Rd., Chicago, IL	4%
3. Joseph V. Scarpelli	8725 W. Higgins Rd., Chicago, IL	4%
Robert F. Zitek	8725 W. Higgins Rd., Chicago, IL	4%
4.		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
1. Abide by the terms of the statement; and
 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
1. The dangers of drug abuse in the workplace;
 2. The aforementioned company's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. 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.

Section 10. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the Contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply

RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Contractor and any person under which any portion of the public 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 bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

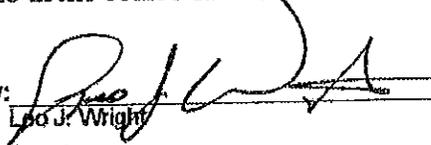
EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such

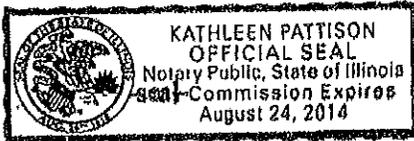
RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT K - AFFIDAVIT OF COMPLIANCE

safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by: 
[name] Leo J. Wright
[title] Agent

Subscribed and Sworn to before me this 1st day of March, 20 11, A.D.



By: 
Notary Public

**RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT L - RIDER CLAUSE**

Rider Clause for Use of Contract

Contractor Name: F.H. Paschen, S.N. Nielsen & Associates LLC
Request for Proposal No. 11-082, Job Order Contracting - 2011

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other jurisdictions. If a mark is made in the YES column next to a jurisdiction's name, the pricing, terms and conditions of the final Contract are offered to the appropriate jurisdiction. The successful Contractor may directly notify any jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other jurisdictions is voluntary on the proposer's part. A jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only. Each jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Units of government, not-for-profit businesses, and other entities may be added as jurisdictions able to procure from this Contract if mutually agreed upon by both parties.

Failure to offer the terms and conditions of the Contract to any jurisdiction will neither disqualify a proposer nor adversely affect the award of the Contract.

It is the awarded Contractor's responsibility to notify the jurisdictions shown below of the availability of the Contract.

It is understood that the Contractor will utilize proprietary (licensed documents and software during the performance of the work that is provided by a Consultant, the Gordian Group, Inc., by means of a consulting contract with the City of Naperville. Any jurisdictions utilizing the Contractor by riding the Contract shall be liable to the Gordian Group, Inc. for their document and software licensing fees.

PROPOSER'S AUTHORIZATION FOR PARTICIPATION:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
x		Park District (Naperville)	x		Liste Township
x		Naperville Community Unit School District 203	x		Milton Township
x		Indian Prairie School District 204	x		Winfield Township
x		Naperville Public Library	x		DuPage Township
x		Naperville Township	x		Whealland Township
x		Forest Preserve, District of Will County	x		City of Wheaton
x		DuPage County Forest Preserve	x		Village of Willowbrook
x		DuPage County	x		Village of Winfield
x		Will County	x		City of Wood Dale
x		City of Aurora	x		Village of Woodridge
x		Village of Addison	x		Village of Antioch
x		Village of Bartlett	x		Village of Arlington Heights
x		City of Batavia	x		Village of Barrington
x		Village of Bensenville	x		Village of Buffalo Grove
x		Village of Bloomingdale	x		Village of Carpentersville
x		Village of Bolingbrook	x		Village of Cary
x		Village of Burr Ridge	x		City of Crystal Lake
x		Village of Carol Stream	x		Village of Deerfield
x		Village of Clarendon Hills	x		City of Des Plaines
x		City of Darien	x		City of Evanston
x		City of Downers Grove	x		Village of Fox River Grove
x		Village of Elk Grove Village	x		Village of Glencoe
x		City of Elmhurst	x		Village of Glenview
x		Village of Glendale Heights	x		Village of Golf
x		Village of Glen Ellyn	x		Village of Grayslake
x		Village of Hanover Park	x		Village of Hanover Park
x		Village of Hinsdale	x		Village of Hawthorn Woods
x		Village of Itasca	x		City of Highland Park
x		Village of Lemont	x		Village of Hoffman Estates
x		Village of Lisle	x		Village of Inverness
x		Village of Lombard	x		Village of Kenilworth
x		Village of Oak Brook	x		City of Lake Forest
x		City of Oak Brook Terrace	x		Village of Lake Zurich
x		Village of Roselle	x		Village of Libertyville
x		Village of Schaumburg	x		Village of Lincolnshire
x		City of St Charles	x		Village of Lincolnwood
x		Village of Villa Park	x		Village of Morton Grove
x		City of Warrenville	x		Village of Mount Prospect

**RFP NO. 11-082 - JOB ORDER CONTRACTING - 2011
ATTACHMENT L - RIDER CLAUSE**

x	Village of Wayne	x	Village of Niles
x	City of West Chicago	x	Village of Northbrook
x	Village of Westmont	x	Village of Northfield
x	Northfield Township	x	Village of New Lenox
x	Village of Palatine	x	City of Oak Forest
x	City of Park Ridge	x	Village of Olympia Hills
x	City of Prospect Heights	x	Village of Orland Park
x	City of Rolling Meadows	x	City of Palos Heights
x	Village of Skokie	x	Village of Park Forest
x	Village of Streamwood	x	Village of Phoenix
x	Village of Vernon Hills	x	Village of Posen
x	Village of Wheeling	x	Village of Richton Park
x	Village of Wilmette	x	Village of Riverdale
x	Village Winnetka	x	Village of Robbins
x	City of Blue Island	x	Sauk Village
x	Village of Burnham	x	Village of South Chicago Heights
x	Calumet City	x	Village of South Holland
x	Village of Calumet Park	x	Village of Steger
x	City of Chicago Heights	x	Village of Thornton
x	City of Country Club Hills	x	Village of Tinley Park
x	Village of Dixmoor	x	Village of University Park
x	Village of Dolton	x	Village of Beecher
x	Village of East Hazel Crest	x	City of Braidwood
x	Village of Flossmoor	x	Coal City
x	Village of Ford Heights	x	City of Crest Hill
x	Village of Glenwood	x	Village of Diamond
x	City of Harvey	x	Village of Elwood
x	Village of Hazel Crest	x	Village of Frankfort
x	Village of Homewood	x	Village of Homer Glen
x	Village of Lansing	x	City of Joliet
x	Village of Lynwood	x	City of Lockport
x	City of Markham	x	Village of Manhattan
x	Village of Matteson	x	Village of Minooka
x	Village of Midlothian	x	Village of Rockdale
x	Village of Mokena	x	Village of Shorewood
x	Village of Monroeville	x	City of Wilmington
x	Township of Channahon	x	Township of Reed
x	Township of Crete	x	Township of Troy
x	Township of Custer	x	Township of Washington
x	Township of Florence	x	Township of Wesley
x	Township of Frankfort	x	Township of Will
x	Township of Green Garden	x	Township of Wilmington
x	Township of Homer	x	Township of Willon
x	Township of Jackson	x	Township of Addison
x	Township of Joliet	x	Township of Bloomingdale
x	Township of Lockport	x	Township of Downers Grove
x	Township of Manhattan	x	Township of Wayne
x	Township of Monroeville	x	Township of York
x	Township of New Lenox	x	Township of Peotone
x	Township of Plainfield	x	

PROPOSER'S SIGNATURE

DATE 3/1/11

COMPANY NAME F.H. Paschen, S.N. Nielsen & Associates LLC

This form must be completed and returned with proposal.

AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Rd., Suite 200
Chicago, IL 60631

OWNER:

(Name, legal status and address)

City of Naperville
400 S. Eagle Street
Naperville, Illinois 60540

CONSTRUCTION CONTRACT

Date:

Amount: One Million & No/100---Dollars
(\$1,000,000.00)

Description:

(Name and location)

Job Order Contract; RFP Number 11-082

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 8, 2011

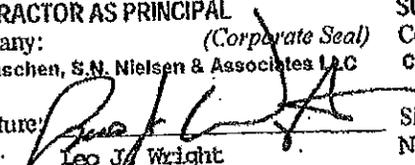
(Not earlier than Construction Contract Date)

Amount: One Million & No/100---Dollars
(\$1,000,000.00)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

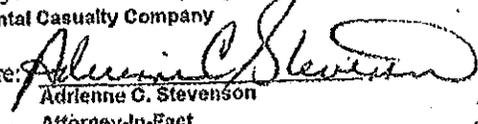
Company: *(Corporate Seal)*
F.H. Paschen, S.N. Nielsen & Associates LLC

Signature: 
Name: Leo J. Wright
and Title: Authorized Agent

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Continental Casualty Company

Signature: 
Name: Adrienne C. Stevenson
and Title: Attorney-In-Fact

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.
500 W. Monroe St., Suite 2100
Chicago, IL 60661
312.627.6000

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
F.H. Paschen, S.N. Nielsen & Associates LLC
8725 W. Higgins Rd., Suite 200
Chicago, IL 60631

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
333 S. Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

City of Naperville
400 S. Eagle Street
Naperville, Illinois 60540

CONSTRUCTION CONTRACT

Date:

Amount: One Million & No/100---Dollars
(\$1,000,000.00)

Description:
(Name and location)

Job Order Contract; RFP Number 11-082

BOND

Date: April 8, 2011
(Not earlier than Construction Contract Date)

Amount: One Million & No/100---Dollars
(\$1,000,000.00)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
F.H. Paschen, S.N. Nielsen & Associates LLC

Signature: 
Name: Leo J. Wright
and Title: Authorized Agent

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Continental Casualty Company

Signature: 
Name: Adrienne C. Stevenson
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Marsh USA Inc.
600 W. Monroe St., Suite 2100
Chicago, IL 60661
312.627.6000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

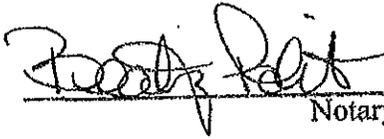
STATE OF ILLINOIS
COUNTY OF COOK

I, Beatriz Polito, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County, this 8th day of April A.D. 2011



Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Ralph E Nosal, Katherine J Foreit, Sandra Nowakowski, John K Johnson, Linh B Bucholtz, Beatriz Polito, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 27th day of December, 2010.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Jacquelyne M. Belcastro
Jacquelyne M. Belcastro Senior Vice President

State of Illinois, County of Cook, ss:

On this 27th day of December, 2010, before me personally came Jacquelyne M. Belcastro to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Chicago, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires September 17, 2013

Eliza Price
Eliza Price Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of April, 2011



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/07/2011

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).

PRODUCER MARSH USA INC. 500 WEST MONROE STREET CHICAGO, IL 60661	CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Old Republic Insurance Co 24147 INSURER B : Illinois National Ins Co 23817 INSURER C : Westchester Fire Insurance Company 21121 INSURER D : _____ INSURER E : _____ INSURER F : _____

COVERAGES CERTIFICATE NUMBER: CHI-003810579-01 REVISION NUMBER: 2

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	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		B5DG96031001	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		B5CA96031001	10/01/2010	10/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		9788881	10/01/2010	10/01/2011	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	B5DW96031001 (AOS) B5CW96031001 (WI)	10/01/2010 10/01/2010	10/01/2011 10/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS LAYER LIABILITY		G21986094006	10/01/2010	10/01/2011	Each Occurrence: 25,000,000 Aggregate: 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ref Job #: Job Order Contracting 2011 RFP 11-082
The Commercial General Liability and Automobile Liability policies contain, or are endorsed to contain The City, its officers, officials, employees and volunteers as insureds. The Commercial General Liability and Automobile Liability Insurance will be primary insurance and not contribute with the City's insurance or self insurance. The Worker's Compensation insurer waives all rights of subrogation against the City of Naperville for injuries to employees of the insured resulting from work for the City of Naperville or use of the City's premises or facilities

CANCELLATION

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

CERTIFICATE HOLDER

City of Naperville
 Attn: Procurement Services Team
 400 South Eagle Street
 Naperville, IL 60540

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 Katey E. Jones

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Job Order Contract
Proposal Review Summary - Category



Date: October 05, 2012
Contract Number: 11-082
Job Order Number: 013783.00
Job Order Title: Village of Park Forrest - Police Department parking lot
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$210,098.28
Proposal Name: Police Department Parking Lot (Revised)
Proposal Submitted: 10/04/2012

Additional Curb:	\$14,566.35
Asphalt:	\$100,017.36
Bollards:	\$3,172.53
Concrete:	\$36,599.16
Demo:	\$27,581.38
Electric:	\$22,044.87
Landscape Restorations:	\$664.57
Sidewalk At Prisoner Entrance:	\$3,233.80
Striping:	\$2,138.77
Undercut Unit Price Per CY:	\$79.49
Proposal Total	\$210,098.28

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: **0.00%**

Job Order Contract
Proposal Review Detail - Category



Date: October 05, 2012
Contract Number: 11-082
Job Order Number: 013783.00
Job Order Title: Village of Park Forrest - Police Department parking lot
Contractor: F. H. Paschen, S. N. Nielsen & Associates LLC
Proposal Value: \$210,098.28
Proposal Name: Police Department Parking Lot (Revised)
Proposal Submitted: 10/04/2012
Adjustment Factor(s) Used: 1.0100-Phase 1 Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Additional Curb							
1	01 74 19 00 0026		CY	Dump Fee, Asphalt, Concrete, Gravel And Subgrade Material	\$453.77		
				Quantity	Unit Price	Factor	Total
			Installation	24.00 x	18.72 x	1.0100 =	\$453.77
Contractors Note: Dump fee for concrete curb & gutter added to original scope							
2	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$108.60		
				Quantity	Unit Price	Factor	Total
			Installation	168.00 x	0.64 x	1.0100 =	\$108.60
Contractors Note: Hauling for concrete curb & gutter added to original scope							
3	32 16 13 13 0003		LF	6" x 18" Concrete Gutter With 6" Curb And Face - Straight	\$13,711.68		
				Quantity	Unit Price	Factor	Total
			Installation	388.50 x	25.12 x	1.0100 =	\$9,856.71
			Demolition	367.00 x	10.40 x	1.0100 =	\$3,854.97
Contractors Note: Remove and replace additional straight sections of concrete curb and gutter. (Difference between total lot and original proposed quantities)							
4	32 16 13 13 0003	Mod		For Quantities > 500 To 1000, Deduct	\$-2,604.88		
				Quantity	Unit Price	Factor	Total
			Installation	774.50 x	-3.33 x	1.0100 =	\$-2,604.88
Contractors Note: Deductive modifier for total quantity of straigth curb installed							
5	32 16 13 13 0004		LF	6" x 18" Concrete Gutter With 6" Curb And Face - Radius	\$2,897.18		
				Quantity	Unit Price	Factor	Total
			Installation	71.50 x	27.81 x	1.0100 =	\$2,008.30
			Demolition	76.00 x	11.58 x	1.0100 =	\$888.88
Contractors Note: Remove and replace additional curved sections of concrete curb and gutter. (Difference between total lot and original proposed quantities)							

Subtotal for Additional Curb: \$14,566.35

Asphalt

6	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$813.31		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	402.63 x	1.0100 =	\$813.31
Contractors Note: Mobilization of dozer and roller for new stone base install							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Asphalt							
7	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$406.66		
				Quantity	Unit Price	Factor	Total
			Installation	1.00	x 402.63	x 1.0100	= \$406.66
Contractors Note: Mobilization of asphalt paving equipment							
8	32 11 16 00 0009		SY	6" (15 cm) Crushed Aggregate Base Course	\$21,864.40		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x 8.12	x 1.0100	= \$21,864.40
Contractors Note: 6" of new CA-6 stone placed before asphalt base course							
9	32 12 13 13 0001		SY	Tack Coat, 0.1 Gallon/SY (0.5 l/m2)	\$1,534.82		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x 0.57	x 1.0100	= \$1,534.82
Contractors Note: Spray bituminous tack coat over binder course							
10	32 12 13 13 0001	Mod		For Quantities > 3500 To 5000, Deduct	\$-26.93		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x -0.01	x 1.0100	= \$-26.93
Contractors Note: 'Spray bituminous tack coat over binder course'							
11	32 12 13 19 0001		SY	Surface Prime Coat, 0.28 Gallon/SY (1.25 L/m2)	\$2,719.59		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x 1.01	x 1.0100	= \$2,719.59
Contractors Note: Prime coat stone before placing asphalt							
12	32 12 13 19 0001	Mod		For Quantities > 3500 To 5000, Deduct	\$-80.78		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x -0.03	x 1.0100	= \$-80.78
13	32 12 16 13 0009		SY	4" Thick Binder Course, Includes Placement, Rolling, Finishing And Sweeping	\$50,648.93		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x 18.81	x 1.0100	= \$50,648.93
14	32 12 16 13 0015		SY	1-1/2" Thick Surface Course, Includes Placement, Rolling, Finishing And Sweeping	\$21,191.23		
				Quantity	Unit Price	Factor	Total
			Installation	2,666.00	x 7.87	x 1.0100	= \$21,191.23
15	33 44 13 13 0079		EA	Adjust Existing Catch Basin	\$946.13		
				Quantity	Unit Price	Factor	Total
			Installation	2.00	x 468.38	x 1.0100	= \$946.13
Contractors Note: Adjust catch basin rims in parking lot							

Subtotal for Asphalt: \$100,017.36

Bollards

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Bollards							
16	32 31 13 00 0010		VLF	12" (31 cm) Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$392.20		
				Quantity	Unit Price	Factor	Total
			Installation	24.00 x	16.18 x	1.0100 =	\$392.20
Contractors Note: Auger 6 - 12 inch holes, 4 ft deep							
17	32 31 13 00 0027		VLF	Concrete Fill, 12" (31 cm) Diameter Hole	\$430.50		
				Quantity	Unit Price	Factor	Total
			Installation	24.00 x	17.76 x	1.0100 =	\$430.50
Contractors Note: Concrete fill for 12 inch post holes							
18	32 33 00 00 0004		LF	6" Steel Pipe Bollard, Schedule 40, Painted Or Powder Coated	\$2,349.83		
				Quantity	Unit Price	Factor	Total
			Installation	48.00 x	48.47 x	1.0100 =	\$2,349.83
Contractors Note: Pipe bollards placed in front of building on south east side of parking lot							
Subtotal for Bollards:					\$3,172.53		
Concrete							
19	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed Truck Note: For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.	\$203.33		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	201.32 x	1.0100 =	\$203.33
Contractors Note: Mobilization of bobcat for material handling activities							
20	31 23 36 00 0055		SY	Fine Grading Of Sidewalk And Exterior Slabs	\$317.53		
				Quantity	Unit Price	Factor	Total
			Installation	211.00 x	1.49 x	1.0100 =	\$317.53
Contractors Note: Fine Grade new concrete sidewalk							
21	31 23 36 00 0057		LF	Fine Grading Of Curb And Gutter	\$471.19		
				Quantity	Unit Price	Factor	Total
			Installation	436.00 x	1.07 x	1.0100 =	\$471.19
Contractors Note: Fine Grade for new curb and gutter							
22	32 11 16 00 0015		SF	4" (10 cm) Crushed Aggregate Base Course	\$271.97		
				Quantity	Unit Price	Factor	Total
			Installation	408.00 x	0.66 x	1.0100 =	\$271.97
Contractors Note: New CA-6 base for relocated sidewalk east of parking lot. Re-use existing stone where sidewalk is being replaced in same location							
23	32 11 16 00 0015	Mod		For Quantities Up To 1000, Add	\$78.30		
				Quantity	Unit Price	Factor	Total
			Installation	408.00 x	0.19 x	1.0100 =	\$78.30
Contractors Note: 'New CA-6 base for relocated sidewalk east of parking lot. Re-use existing stone where sidewalk is being replaced in same location'							
24	32 13 13 00 0024		SF	5" (13 cm) Cast In Place Concrete Sidewalk With Wire Mesh	\$15,678.23		
				Quantity	Unit Price	Factor	Total
			Installation	1,900.00 x	8.17 x	1.0100 =	\$15,678.23
Contractors Note: New concrete sidewalk, no wire mesh							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Concrete							
25	32 13 13 00 0024	Mod		For Quantities > 1000 To 5000, Deduct	\$-1,170.59		
			Quantity	Unit Price	Factor	Total	
			Installation	1,900.00 x	-0.61 x	1.0100 =	\$-1,170.59
Contractors Note: 'New concrete sidewalk, no wire mesh'							
26	32 13 13 00 0024	Mod	SF	For Sidewalk Without Wire Mesh, Deduct	\$-1,189.78		
			Quantity	Unit Price	Factor	Total	
			Installation	1,900.00 x	-0.62 x	1.0100 =	\$-1,189.78
27	32 16 13 13 0003		LF	6" x 18" Concrete Gutter With 6" Curb And Face - Straight	\$15,150.32		
			Quantity	Unit Price	Factor	Total	
			Installation	386.00 x	25.12 x	1.0100 =	\$9,793.28
			Demolition	510.00 x	10.40 x	1.0100 =	\$5,357.04
Contractors Note: Remove and replace straight sections of concrete curb and gutter							
28	32 16 13 13 0004		LF	6" x 18" Concrete Gutter With 6" Curb And Face - Radius	\$3,392.69		
			Quantity	Unit Price	Factor	Total	
			Installation	50.00 x	27.81 x	1.0100 =	\$1,404.41
			Demolition	170.00 x	11.58 x	1.0100 =	\$1,988.29
Contractors Note: Remove and replace curved sections of concrete curb and gutter							
29	32 16 13 13 0004	Mod		For Quantities > 20 To 50, Add	\$537.83		
			Quantity	Unit Price	Factor	Total	
			Installation	50.00 x	10.65 x	1.0100 =	\$537.83
Contractors Note: 'Remove and replace curved sections of concrete curb and gutter'							
30	32 16 13 16 0001		LF	6" X 12" Cast In Place Concrete Curb	\$390.78		
			Quantity	Unit Price	Factor	Total	
			Installation	27.00 x	14.33 x	1.0100 =	\$390.78
Contractors Note: Barrier curb around planter							
31	32 16 13 16 0001	Mod		For Quantities > 20 To 50, Add	\$139.35		
			Quantity	Unit Price	Factor	Total	
			Installation	27.00 x	5.11 x	1.0100 =	\$139.35
32	32 17 26 00 0003		SF	Cast In Place VPC Truncated Dome Detectable Warning Surface Note: Also raised strips or directional bars. All colors.	\$2,328.01		
			Quantity	Unit Price	Factor	Total	
			Installation	56.00 x	41.16 x	1.0100 =	\$2,328.01
Contractors Note: ADA Warning Tiles applied in areas with depressed curb							
Subtotal for Concrete:					\$36,599.16		

Demo							
33	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$406.66		
			Quantity	Unit Price	Factor	Total	
			Installation	1.00 x	402.63 x	1.0100 =	\$406.66
Contractors Note: Mobilization of excavator for demo							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Demo							
34	01 74 19 00 0025		CY	Dump Fee, Excavated Dirt	\$526.78		
				Quantity	Unit Price	Factor	Total
			Installation	59.00 x	8.84 x	1.0100 =	\$526.78
Contractors Note: Excavated top soil in landscaped area east of parking lot							
35	01 74 19 00 0026		CY	Dump Fee, Asphalt, Concrete, Gravel And Subgrade Material	\$12,043.89		
				Quantity	Unit Price	Factor	Total
			Installation	637.00 x	18.72 x	1.0100 =	\$12,043.89
Contractors Note: Dump fee for demolished asphalt pavement, concrete sidewalks, concrete curb & gutter, and existing subgrade							
36	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$3,090.44		
				Quantity	Unit Price	Factor	Total
			Installation	4,781.00 x	0.64 x	1.0100 =	\$3,090.44
Contractors Note: Hauling for demolished asphalt pavement, concrete sidewalks, and concrete curb & gutter, and removed subgrade							
37	02 41 13 13 0022		SY	Break-Up And Remove >3" To 6" Thick Concrete, Without Reinforcing	\$3,228.62		
				Quantity	Unit Price	Factor	Total
			Installation	211.00 x	15.15 x	1.0100 =	\$3,228.62
Contractors Note: Break up existing sidewalks and load into stockpiles							
38	31 23 36 00 0003		CY	Excavation Up To A Depth Of 4'	\$1,327.14		
				Quantity	Unit Price	Factor	Total
			Installation	365.00 x	3.60 x	1.0100 =	\$1,327.14
Contractors Note: Excavate and remove approx 6 inches of existing base course below asphalt parking lot.							
39	32 01 16 71 0003		SY	Production Cold Milling Of Asphalt Up To 3" Depth	\$6,957.85		
				Quantity	Unit Price	Factor	Total
			Installation	2,392.00 x	2.88 x	1.0100 =	\$6,957.85
Contractors Note: Break up and remove existing asphalt pavement							
Subtotal for Demo:					\$27,581.38		

Electric							
40	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Note: For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with > 40' boom lengths, etc.	\$813.31		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	402.63 x	1.0100 =	\$813.31
Contractors Note: Mobilization of bucket truck to set new light poles. Mobilization of backhoe for trenching.							
41	03 11 13 00 0074		LF	24" Diameter Round Fiber Tube Formwork	\$1,314.52		
				Quantity	Unit Price	Factor	Total
			Installation	47.50 x	27.40 x	1.0100 =	\$1,314.52
Contractors Note: (5) 24" diameter concrete forming tubes 9'-6 long							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Electric							
42	03 21 13 00 0040		TON	Spirals, 15" To 24" Diameter, Grade 60	\$346.85		
				Quantity	Unit Price	Factor	Total
			Installation	0.08 x	4,059.28 x	1.0100 =	\$346.85
Contractors Note: Spiral rebar for pole bases. 90 lin ft of spirals per base x .376 lb per ft x 5 bases = 169 lbs = .08 tons							
43	04 05 19 26 0005		LB	Vertical #5 And #6 Rebar Reinforcing	\$978.69		
				Quantity	Unit Price	Factor	Total
			Installation	646.00 x	1.50 x	1.0100 =	\$978.69
Contractors Note: 8 vertical #6 per base x 10'-9 x 5 bases x 1.502 lb per ft = 646 lb of #6 rebar for pole bases							
44	26 05 19 00 0440		MLF	#6 AWG Cable - Type USE, Underground Feeder And Branch Circuits	\$2,255.02		
				Quantity	Unit Price	Factor	Total
			Installation	1.37 x	1,629.70 x	1.0100 =	\$2,255.02
Contractors Note: (3) #6 cables from meter in police station to light fixtures.							
45	26 05 26 00 0096		EA	5/8" Diameter x 10' Long Copper-Clad Ground Rods	\$422.53		
				Quantity	Unit Price	Factor	Total
			Installation	5.00 x	83.67 x	1.0100 =	\$422.53
Contractors Note: Ground rods at 5 light poles							
46	26 05 26 00 0140		EA	5/8" Ground Rod Clamp	\$84.84		
				Quantity	Unit Price	Factor	Total
			Installation	5.00 x	16.80 x	1.0100 =	\$84.84
Contractors Note: Ground rod clamps							
47	26 05 33 00 1676		LF	1-1/2" PVC Schedule 40 Conduit With Coupling, Direct Burial, Glued Coupling	\$1,654.38		
				Quantity	Unit Price	Factor	Total
			Installation	455.00 x	3.60 x	1.0100 =	\$1,654.38
Contractors Note: PVC conduit for lighting cable raceway							
48	26 05 33 00 1689		EA	1-1/2" PVC Schedule 40 Elbow 90 Degree Direct Burial, Glued Coupling	\$156.03		
				Quantity	Unit Price	Factor	Total
			Installation	7.00 x	22.07 x	1.0100 =	\$156.03
Contractors Note: 90 degree angles in lighting raceways							
49	26 05 46 00 0005		EA	35' (10.7 m), Treated Wood Pole, Class 3, Machine Dig And Set	\$546.09		
				Quantity	Unit Price	Factor	Total
			Installation	0.00 x	832.80 x	1.0100 =	\$0.00
			Demolition	2.00 x	270.34 x	1.0100 =	\$546.09
Contractors Note: Remove wood light poles							
50	26 51 13 00 0307		EA	Wired Photocell For Lighting Fixtures	\$133.62		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	132.30 x	1.0100 =	\$133.62
Contractors Note: Photocell for LED lights							
51	26 56 13 00 0074		EA	25' High (7.6m), Steel Area Light Pole, Powder Coat Finish Note: Round or square.	\$6,384.77		
				Quantity	Unit Price	Factor	Total
			Installation	5.00 x	1,264.31 x	1.0100 =	\$6,384.77
Contractors Note: New light poles on north and west of parking lot							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Electric							
52	26 56 19 00 0019		EA	55 System Watts, 30 Diodes, Enclosed And Gasketed, LED Exterior Roadway Fixture (BetaLED STR-LWY Series)	\$3,435.41		
				Quantity	Unit Price	Factor	Total
			Installation	5.00 x	680.28 x	1.0100 =	\$3,435.41
Contractors Note: LED light fixtures							
53	31 23 36 00 0021		LF	Trenching Width Of (4" -10")	\$1,121.30		
				Quantity	Unit Price	Factor	Total
			Installation	455.00 x	2.44 x	1.0100 =	\$1,121.30
Contractors Note: Trenching for light pole conduit							
54	32 31 13 00 0012		VLF	24" (61 cm) Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$980.81		
				Quantity	Unit Price	Factor	Total
			Installation	45.00 x	21.58 x	1.0100 =	\$980.81
Contractors Note: (5) 24" diameter holes, augered by machine for light pole bases, 9' deep							
55	32 31 13 00 0029		VLF	Concrete Fill, 24" (61 cm) Diameter Hole	\$1,416.70		
				Quantity	Unit Price	Factor	Total
			Installation	47.50 x	29.53 x	1.0100 =	\$1,416.70
Contractors Note: Concrete fill for light pole bases							

Subtotal for Electric: \$22,044.87

Landscape Restorations

56	31 25 13 00 0006		SY	Curlex 1, Single Net Erosion Control Blanket Note: As manufactured by American Green	\$123.53		
				Quantity	Unit Price	Factor	Total
			Installation	81.00 x	1.51 x	1.0100 =	\$123.53
Contractors Note: Erosion control blanket for seeded areas							
57	32 91 13 36 0002		MSF	Rake Topsoil By Hand	\$38.83		
				Quantity	Unit Price	Factor	Total
			Installation	0.72 x	53.55 x	1.0100 =	\$38.83
Contractors Note: Rake topsoil on boundary							
58	32 91 19 13 0013		SY	Furnish And Place Imported Topsoil, 4" Deep	\$448.32		
				Quantity	Unit Price	Factor	Total
			Installation	81.00 x	5.48 x	1.0100 =	\$448.32
Contractors Note: Topsoil for landscape restoration near new curb and gutter							
59	32 92 19 19 0003		MSF	Tall Fescue, Push Spreader Or Hand Note: 5.5#/MSF spread rate.	\$53.89		
				Quantity	Unit Price	Factor	Total
			Installation	0.72 x	74.10 x	1.0100 =	\$53.89
Contractors Note: Seed for landscape resotration on boundary of parking lot							

Subtotal for Landscape Restorations: \$664.57

Sidewalk At Prisoner Entrance

60	02 41 13 13 0022		SY	Break-Up And Remove >3" To 6" Thick Concrete, Without Reinforcing	\$475.88		
				Quantity	Unit Price	Factor	Total
			Installation	31.10 x	15.15 x	1.0100 =	\$475.88
Contractors Note: Break up sidewalk in prisoner entrance							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
 Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total		
Sidewalk At Prisoner Entrance							
61	02 41 13 13 0029		SY	Break-Up And Remove >9" To 14" Thick Concrete With Reinforcing Rod.	\$111.10		
				Quantity	Unit Price	Factor	Total
			Installation	2.20 x	50.00 x	1.0100 =	\$111.10
Contractors Note: Break up convex section of concrete in front of prisoner entrance							
62	31 23 36 00 0055		SY	Fine Grading Of Sidewalk And Exterior Slabs	\$50.11		
				Quantity	Unit Price	Factor	Total
			Installation	33.30 x	1.49 x	1.0100 =	\$50.11
Contractors Note: Fine grade sidewalk for prisoner entrance							
63	32 13 13 00 0024		SF	5" (13 cm) Cast In Place Concrete Sidewalk With Wire Mesh	\$2,475.51		
				Quantity	Unit Price	Factor	Total
			Installation	300.00 x	8.17 x	1.0100 =	\$2,475.51
Contractors Note: New concrete sidewalk in prisoner entrance							
64	32 13 13 00 0024	Mod		For Quantities > 100 To 500, Add	\$309.06		
				Quantity	Unit Price	Factor	Total
			Installation	300.00 x	1.02 x	1.0100 =	\$309.06
65	32 13 13 00 0024	Mod	SF	For Sidewalk Without Wire Mesh, Deduct	\$-187.86		
				Quantity	Unit Price	Factor	Total
			Installation	300.00 x	-0.62 x	1.0100 =	\$-187.86
Subtotal for Sidewalk At Prisoner Entrance:					\$3,233.80		
Striping							
66	32 17 23 11 0002		EA	Mobilize Pavement Marking Crew And Equipment At New Location	\$326.82		
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	323.58 x	1.0100 =	\$326.82
Contractors Note: Mobilize pavement marking crew							
67	32 17 23 13 0066		LF	Single 4" (10 cm) Wide Solid Line, Painted Pavement Striping for Parking Areas	\$1,677.92		
				Quantity	Unit Price	Factor	Total
			Installation	2,051.00 x	0.81 x	1.0100 =	\$1,677.92
Contractors Note: 4" White Paint Parking Striping							
68	32 17 23 13 0084		EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking Areas Note: Approximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.	\$70.26		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	34.78 x	1.0100 =	\$70.26
Contractors Note: Handicap Symbol painted on pavement							
69	32 17 23 13 0084	Mod		For Blue Background With White Symbol, Add	\$63.77		
				Quantity	Unit Price	Factor	Total
			Installation	2.00 x	31.57 x	1.0100 =	\$63.77
Subtotal for Striping:					\$2,138.77		
Undercut Unit Price Per CY							

Proposal Review Detail - Category Continues..

Job Order Number: 013783.00
Job Order Title: Village of Park Forrest - Police Department parking lot

Rec#	CSI Number	Mod.	UOM	Description	Line Total
Undercut Unit Price Per CY					
70	01 74 19 00 0026		CY	Dump Fee, Asphalt, Concrete, Gravel And Subgrade Material	\$18.91
				Quantity	Unit Price
				Installation	Factor
				1.00 x	18.72 x
					1.0100 =
					Total
					\$18.91
Contractors Note: Dump fee per CY of removed spoils.					
71	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$4.52
				Quantity	Unit Price
				Installation	Factor
				7.00 x	0.64 x
					1.0100 =
					Total
					\$4.52
Contractors Note: Hauling of removed fill per mile.					
72	31 05 16 00 0018		CY	Graded Stone Aggregate Fill, Over 6" To 12"	\$30.71
				Quantity	Unit Price
				Installation	Factor
				1.00 x	30.41 x
					1.0100 =
					Total
					\$30.71
Contractors Note: 3 inch stone fill per CY					
73	31 05 16 00 0018	Mod		For Quantities Up To 10 (Up To 8 M3), Add	\$8.68
				Quantity	Unit Price
				Installation	Factor
				1.00 x	8.59 x
					1.0100 =
					Total
					\$8.68
74	31 23 36 00 0003		CY	Excavation Up To A Depth Of 4'	\$3.64
				Quantity	Unit Price
				Installation	Factor
				1.00 x	3.60 x
					1.0100 =
					Total
					\$3.64
Contractors Note: Excavation per CY					
75	31 23 36 00 0034		CY	Loading Or Spreading Of Stockpile (0-500 CY)	\$2.59
				Quantity	Unit Price
				Installation	Factor
				1.00 x	2.56 x
					1.0100 =
					Total
					\$2.59
Contractors Note: Loading of removed spoils per CY					
76	31 23 36 00 0045		TON	Grade And Compact Sub-base Stone (0-500 Ton) Note: Includes spreading, shaping, rough grading, compaction, and watering of imported or stockpiled material by machine.	\$8.11
				Quantity	Unit Price
				Installation	Factor
				1.80 x	4.46 x
					1.0100 =
					Total
					\$8.11
Contractors Note: Compact stone fill per CY					
77	31 32 19 16 0022		SF	.8" Thick Nylon Geomatrix/PVC Coated Polyester Fabric	\$2.33
				Quantity	Unit Price
				Installation	Factor
				1.00 x	2.31 x
					1.0100 =
					Total
					\$2.33
Contractors Note: Fabric for undercuts per SF.					

Subtotal for Undercut Unit Price Per CY: \$79.49

Proposal Total \$210,098.28

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.

The Percent of NPP on this Proposal: 0.00%

VILLAGE OF PARK FOREST

MEMORANDUM

**TO: John A. Ostenburg, Mayor
Village Board of Trustees**

**FROM: Thomas K. Mick,
Village Manager**

DATE: October 12, 2012

**RE: A RESOLUTION ESTABLISHING TRICK-OR-TREATING HOURS IN
THE VILLAGE OF PARK FOREST**

BACKGROUND/DISCUSSION:

The Village historically sets Halloween trick or treating hours via resolution. At the advice of Police Chief Cliff Butz, the attached resolution sets the hours for this year's trick or treating as 3:00 PM to 6:00 PM on Wednesday, October 31.

SCHEDULE FOR CONSIDERATION:

This matter will be on the Regular Meeting Agenda of the October 15, 2012 for Board approval.

RESOLUTION No. _____

**A RESOLUTION ESTABLISHING TRICK-OR-TREATING
HOURS IN THE VILLAGE OF PARK FOREST**

WHEREAS, the Village of Park Forest recognizes the annual tradition of Halloween; and

WHEREAS, this tradition will again be recognized on Wednesday, October 31, 2012; and

WHEREAS, in the interest of public safety, the Village of Park Forest encourages all parents to accompany their children during the specific hours established for the purpose of “trick or treating.”

NOW, THEREFORE BE IT RESOLVED by the Village of Park Forest that “Trick or Treating” will be permissible between the hours of 3:00 p.m. and 6:00 p.m. on Halloween, Wednesday, October 31, 2012. **BE IT FURTHER RESOLVED THAT** the Mayor and Board of Trustees encourage all Park Foresters to partake in the Safe Halloween activities planned for the hours of 3:00 p.m. to 6:00 p.m. in Downtown Park Forest on Wednesday, October 31, 2012.

Passed this _____ day of October, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

AGENDA
REGULAR MEETING OF THE BOARD OF TRUSTEES
PARK FOREST, IL

Village Hall

7:00 p.m.

October 15, 2012

Roll Call

Pledge of Allegiance

Reports of Village Officers

Mayor
Village Manager

Village Attorney
Village Clerk

Reports of Commission Liaisons and Committee Chairpersons

Citizens Comments, Observations, Petitions

Motion: Approval of Consent

CONSENT:

1. Resolution: A Resolution Establishing Trick-Or-Treat Hours in Park Forest
2. Motion: A Motion to Awarding of the 2012 Fall Asphalt Restoration Contract
3. Motion: A Motion to Awarding of the 2012 Fall Concrete Restoration Contract
4. Motion: A Motion to Purchase a Sewer Televising Camera
5. Motion: A Motion to Award a Contract for Reconstruction of Police Station Parking Lot

DEBATABLE:

6. Ordinance: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class E Liquor License (First Reading)
7. Ordinance: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class A Liquor License (First Reading)
8. Ordinance: An Ordinance Authorizing the Acquisition of the Property Commonly Known as 350 S Orchard (First Reading)
9. Ordinance: Consideration of Proposed Revisions to Chapter 118 (Zoning), Section 118-152(e), pertaining to Commercial Requirements in the C-1 and C-2, Commercial Zoning Districts (First Reading)

Adjournment

Executive Session

NOTE: Copies of all agenda items are available in the Manager’s Office

MOTIONS

MOVED that the Consent Agenda and each item contained therein be hereby approved:

MOVED, that the Mayor and Board of Trustees adopt a resolution establishing trick-or-treat hours in Park Forest.

MOVED, that the Manager is authorized to contract with Pavement Systems, Inc. Blue Island, IL for 2012 fall asphalt restoration on concrete driveways, sidewalk and curbs removed and/or damaged in past water main breaks and to replace asphalt removed by Village forces to repair/replace drainage in the commuter lot at the Park Forest station at a cost of \$34,596.00 with a 30% contingency for additional work as determined by the Village Engineer for a total cost not to exceed \$44,976.10; said expenditure to be from water fund and the work at the commuter lot to be from the municipal parking fund.

MOVED, that the Manager is authorized to contract with Strada Construction Company, Addison, IL for restoration on concrete driveways, sidewalk and curbs removed and/or damaged in past water main breaks at a cost of \$17,338.50 with a 30% contingency for additional work as determined by the Village Engineer for a total cost not to exceed \$22,540.50; said expenditure to be from the water fund.

MOVED, that the Manager is authorized to purchase from Standard Equipment Company, Chicago, IL a Rovver X Basic Truck Package with camera model RCX90 at a cost of \$58,000; and to purchase from Standard Equipment Company the WinCan V8 Core License Software at a cost of \$3,500.00 for a total of \$61,500.00; said expenditure to be from the sewer fund.

MOVED, that the Manager is authorized to contract with F.H. Faschen of Chicago IL for the reconstruction of the police station parking lot at a cost of \$210,000 plus a contingency of \$25,000 for unforeseen issues; said expenditure will be covered by the Police Department budget, \$175,000; \$20,000 encumbered from the 2011/2012 budget and \$15,000 from State Asset Forfeiture Narcotics funds. An additional \$20,000 contingency will come from the State Narcotics fund for a total of \$235,000.

10/15/2012

VILLAGE OF PARK FOREST

TO: John A. Ostenburg, Mayor
Village Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: October 10, 2012

RE: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class E liquor license

BACKGROUND/DISCUSSION:

The Village has received an application from the Park Forest Pantry to obtain a Class E liquor license for a new convenience store to be located at 2599 Western Avenue (former location of the Stop and Shop liquor store). Under the Village’s new liquor licensing ordinance, a Class E liquor license authorizes “the retail sales of alcoholic liquors in the original package by a convenience store for consumption off the premises. No more than fifteen percent (15%) of the total square feet of the premises shall be allocated to the display and sale of alcoholic liquors.”

The Local Liquor Commissioner has conducted an interview with the owner and manager of the proposed new convenience store and has found that all license provisions and requirements have been met.

The Village Attorney has reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION:

This item will be on the Board Regular agenda for first reading on October 15, 2012.

ORDINANCE _____

**AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE II (“LICENSES”), SECTION 6-49 (“NUMBER LIMITED”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, Section 6-49 of the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”) provides that the number of licenses in effect at any one time for the sale of liquor shall not exceed one (1) for Class E licenses; and

WHEREAS, there is currently one (1) Class E licensee in the Village of Park Forest (“Village”); and

WHEREAS, Cal Mohammad on behalf of Park Forest Pantry (“Applicant”), has applied for a Class E liquor license (“Application”) for the premises commonly known as 2559-2599 Western Avenue Park Forest, Illinois (“Premises”) to take effect on January 1, 2013, which Application is incorporated herein as though fully set forth; and

WHEREAS, the Village seeks to amend the number of Class E liquor licenses in the Village to two (2) so as to accommodate the opening of the business for the sale of alcoholic liquors at the Premises pending the issuance of all applicable licenses and other necessary approvals.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, that:

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Code of Ordinances Amended. Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-49. Number Limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall be as follows:

<u>Class</u>	<u>Number of licenses</u>
(1) Class A licenses	1

(2)	Class B licenses	1
(3)	Class C licenses	0
(4)	Class D licenses	2
(5)	Class E licenses	± 2
(6)	Class F licenses	0
(7)	Class G licenses	0
(8)	Class H licenses	1
(9)	Class I licenses	0
(10)	Class J licenses	1
(11)	Class K license	as issued

Section 3. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

VILLAGE OF PARK FOREST

TO: John A. Ostenburg, Mayor
Village Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: October 10, 2012

RE: An Ordinance Amending Chapter 6 (“Alcoholic Beverages”), Section 6-49 (“Number Limited”) of the Code of Ordinances to create an additional Class A liquor license

BACKGROUND/DISCUSSION:

The Village has received an application from Sapphire Room, LLC to obtain a Class A liquor license for their new establishment to be located at 300 Victory Drive. Under the Village’s new liquor licensing ordinance, a Class A liquor license authorizes “the retail sales of alcoholic liquors by a tavern for consumption on the premises and in package quantities for consumption off the premises”.

The Local Liquor Commissioner has conducted an interview with the owner and manager of the proposed new tavern and has found that all license provisions and requirements have been met. The attached ordinance provides for two unique aspects of the proposed tavern. First, it allows the tavern to be open until 3:00 am on Friday mornings, in addition to the 3 am closing time permitted by the Municipal Code on Saturday and Sunday mornings. Second, the ordinance permits the tavern to have an outdoor seating area where alcohol can be sold, delivered, and consumed. All provisions related to the design of this outdoor seating (setbacks, security, etc) will be addressed as part of the building permit process.

The Village Attorney has reviewed and approved the attached Ordinance.

SCHEDULE FOR CONSIDERATION:

This item will be on the Board Regular agenda for first reading on October 15, 2012.

ORDINANCE _____

**AN ORDINANCE AMENDING CHAPTER 6 (“ALCOHOLIC BEVERAGES”),
ARTICLE II (“LICENSES”), SECTION 6-49 (“NUMBER LIMITED”)
OF THE CODE OF ORDINANCES, VILLAGE OF PARK FOREST,
COOK AND WILL COUNTIES, ILLINOIS**

WHEREAS, the Code of Ordinances, Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”) provides that the number of licenses in effect at any one time for the sale of liquor shall not exceed one (1) for Class A licenses; and

WHEREAS, there is currently one (1) Class A licensee in the Village of Park Forest (“Village”); and

WHEREAS, Sapphire Room, LLC, d/b/a The Amber Room (“Applicant”), has applied for a Class A liquor license (“Application”) for the premises commonly known as 300 Victory Drive, Park Forest, Illinois (“Premises”), which Application is incorporated herein as though fully set forth; and

WHEREAS, the Village seeks to amend the number of Class A liquor licenses in the Village to two (2) so as to accommodate the opening of the business for the sale of alcoholic liquors at the Premises pending the issuance of all applicable licenses and other necessary approvals; and

WHEREAS, as part of the Application for the applicable Class A liquor license, the Applicant seeks a license which would allow for the sale of liquor until 3:00 a.m. on Thursday and Friday pursuant to Section 6-5(d) of the Village Code; and

WHEREAS, the Local Liquor Commissioner may vary the hours that liquor may be sold pursuant to Section 6-5(d) of the Village Code; and

WHEREAS, as part of the Application for the applicable Class A liquor license, the Applicant seeks approval to sell or deliver alcoholic liquor in an outdoor seating area adjacent to the proposed licensed Premises and to allow consumption in said area by patrons of the Applicant pursuant to Section 6-10(b) of the Village Code as more fully set forth in the Application.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, that:

Section 1. **Recitals Incorporated.** The above recitals are incorporated herein as though fully set forth.

Section 2. **Code of Ordinances Amended.** Chapter 6 (“Alcoholic Beverages”), Article II (“Licenses”), Section 6-49 (“Number Limited”) of the Code of Ordinances of the

Village of Park Forest, Cook and Will Counties, Illinois, is hereby amended by adding the following underlined words and deleting the stricken language to read as follows:

ARTICLE II. LICENSES

Section 6-49. Number Limited.

(a) Except as otherwise provided in section 6-55, the number of licenses in effect at any one time for the sale of liquor shall be as follows:

<u>Class</u>	<u>Number of licenses</u>
(1) Class A licenses	4 <u>2</u>
(2) Class B licenses	1
(3) Class C licenses	0
(4) Class D licenses	2
(5) Class E licenses	1
(6) Class F licenses	0
(7) Class G licenses	0
(8) Class H licenses	1
(9) Class I licenses	0
(10) Class J licenses	1
(11) Class K license	as issued

Section 3. Closing Hours. The Applicant is granted approval to sell or deliver alcoholic liquor and to allow consumption of alcoholic liquor until 3:00 a.m. on Friday pursuant to Section 6-5(d) of the Village Code upon the approval of the applicable Class A liquor license by the Local Liquor Commissioner.

Section 4. Outdoor Seating Area. The Applicant is granted approval to sell or deliver alcoholic liquor in an outdoor seating area adjacent to the proposed licensed Premises and to allow consumption of alcoholic liquor in said area by patrons of the Applicant pursuant to Section 6-10(b) of the Village Code, as more fully set forth in the Application, upon the approval of the applicable Class A liquor license by the Local Liquor Commissioner.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Passed this _____ day of _____, 2012.

APPROVED:

ATTEST:

MAYOR

VILLAGE CLERK

AGENDA BRIEFING

DATE: October 9, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP, Director of Economic Development and Planning
Jerry Martin, Code Enforcement Officer

RE: Approval of an Ordinance Authorizing the Acquisition of 350 S. Orchard Drive

BACKGROUND/DISCUSSION:

The house on the property at 350 S. Orchard Drive was demolished with Village funds in July 2011. The house had been vacant for a long period of time and was severely blighted. The current property owner is willing to deed it to the Village in lieu of foreclosure because he is unable to maintain the property. Unpaid taxes will be extinguished as a result of the deed in lieu of foreclosure.

The Village Attorney drafted the attached Ordinance and Warranty Deed.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Board's Regular meeting of October 15, 2012, for First Reading.

ORDINANCE _____

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF
THE PROPERTY COMMONLY KNOWN AS 350 S. ORCHARD, PARK FOREST**

WHEREAS, the Village of Park Forest (hereinafter “Village”) is an Illinois Home Rule Municipality, pursuant to Article VII, Section 6, of the Constitution of the State of Illinois; and

WHEREAS, Richard E. Freeman (hereinafter “Donor”) is the owner of record of the property commonly known as 350 S. Orchard, Park Forest, Illinois, P.I.N. 31-36-306-028-0000 (hereinafter “Property”) and legally described as follows:

LOT 13 IN BLOCK 34 IN VILLAGE OF PARK FOREST AREA NO. 3 BEING
A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE
PLAT THEREOF RECORDED IN RECORDER’S OFFICE IN COOK
COUNTY, ILLINOIS, ON OCTOBER 31, 1950 AS DOCUMENT NUMBER
14940342 SITUATED IN THE VILLAGE OF PARK FOREST, COUNTY OF
COOK AND STATE OF ILLINOIS.

WHEREAS, the Village recorded a lien against the Property with the Cook County Recorder of Deeds as Document No. 1124357114 on August 31, 2011 in the amount of \$11,731.82, and the lien recorded by the Village is superior to all other liens and encumbrances, except taxes pursuant to Section 11-31-1 of the Illinois Municipal Code, 65 ILCS 5/11-31-1; and

WHEREAS, Donor has indicated that he is willing to convey title to the Property to the Village via warranty deed in lieu of foreclosure, in substantially the form attached hereto and incorporated herein as Exhibit 1, and the Village desires to accept a warranty deed in lieu of foreclosure from Donor for the Property; and

WHEREAS, the Mayor and the Board of Trustees of the Village have determined that it is advisable and in the best interests of the Village to acquire the Property from Donor by special warranty deed, and that the Property is being acquired for a public purpose pursuant to Section 2-2(b) of the Village Code, and pursuant to the Village’s home rule authority.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Section 1 by reference as though fully set forth herein.

Section 2. Acquisition of Property. The Mayor and the Board of Trustees of the Village hereby determine that it is in the best interests of the Village to acquire the Property via warranty deed in lieu of foreclosure for public purposes as may be determined.

Section 3. Execution of Documents. The Village Manager or his designee is hereby authorized and directed to execute any and all additional documents as may be necessary or advisable to effectuate acquisition of the Property via warranty deed in lieu of foreclosure, subject to attorney review.

Section 4. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____, 2012.

APPROVED:

ATTEST:

Mayor

Village Clerk

EXHIBIT 1

WARRANTY DEED

**WARRANTY DEED
(In Lieu of Foreclosure)**

Property Address:

350 S. Orchard
Park Forest, Illinois 60466

PIN: 31-36-306-028-0000

Return To: Village of Park Forest

350 Victory Drive
Park Forest, IL 60466

Send Subsequent Tax Bills To:

Village of Park Forest
350 Victory Drive
Park Forest, IL 60466

THE ABOVE SPACE FOR RECORDER'S USE ONLY

Richard E. Freeman ("Grantor") whose address is 18026 Oakwood Avenue, Lansing, Illinois, in consideration of the payment of Ten and no/100ths Dollars (\$10.00), and for other good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, does hereby sell, grant, and convey by Warranty Deed in lieu of foreclosure, to Grantee, the Village of Park Forest ("Grantee"), the real property commonly known as 350 S. Orchard and located in the Village of Park Forest, County of Cook, State of Illinois, and legally described as follows:

LOT 13 IN BLOCK 34 IN VILLAGE OF PARK FOREST AREA NO. 3 BEING A SUBDIVISION IN SECTION 36, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS, ON OCTOBER 31, 1950 AS DOCUMENT NUMBER 14940342 SITUATED IN THE VILLAGE OF PARK FOREST, COUNTY OF COOK AND STATE OF ILLINOIS.

PIN: 31-36-306-028-0000

This Warranty Deed is an absolute conveyance and grant of all of Grantor's right, title, and interest in the above-described real property and is not intended as a mortgage, trust conveyance, or security of any kind. Grantor further warrants that joint tenant Mary L. Freeman is deceased, and Grantor has provided an affidavit of heirship and a death certificate, attached hereto and incorporated herein as Exhibit A.

Grantor further declares that this conveyance is freely and fairly made, executed, and delivered with the advice, or opportunity for advice, of legal counsel of Grantor's selection; and that there are no agreements, oral or written, other than this Warranty Deed.

By accepting this Warranty Deed as a deed in lieu of foreclosure, the Village is entitled to make null and void all real estate tax liens pursuant to the provisions of Section 21-95 of the Property Tax Code, 35 ILCS 200/21-95.

IN WITNESS WHEREOF, Grantors have executed this Warranty Deed as of the ____ day of _____, 2012.

GRANTOR:

Richard E. Freeman

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that Richard E. Freeman, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed, and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal,
this ____ day of _____, 2012.

Impress seal here

NOTARY PUBLIC

AFFIX TRANSFER STAMPS ABOVE

Or

I hereby declare that this transaction is exempt from the provisions of the Real Estate Transfer Tax Law under 35 ILCS 200/31-45(b) of said Act.

By: _____

M. Neal Smith, attorney for Grantee

Date: _____

This instrument was prepared by: M. Neal Smith
Robbins, Schwartz, Nicholas, Lifton & Taylor, Ltd.
9550 Bormet Drive, Suite 201

AGENDA BRIEFING

DATE: October 11, 2012

TO: Mayor Ostenburg
Board of Trustees

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

RE: Consideration of Proposed Revisions to Chapter 118 (Zoning), Section 118-152(e), pertaining to Commercial Requirements in the C-1 and C-2, Commercial Zoning Districts

BACKGROUND/DISCUSSION:

In response to a recent request to allow red box video rental machines at the Village's drug stores and convenience stores, Village staff sought a recommendation from the Plan Commission regarding the administration of the provisions for outdoor sales contained in the Zoning Ordinance. The Plan Commission has recommended the revisions described in the attached memo and ordinance in order to be very clear that outdoor sales are permitted under defined circumstances. Specifically, vending machines must be located on the private sidewalk adjacent to the primary building. The display for sale of other merchandise must conform to requirements established by the Code of Ordinances and the Building Commissioner in order to protect the public health and safety. These provisions will ensure that vision clearances are not obstructed and pedestrian and vehicular access is not impeded. The proposed ordinance amendment also makes provision for home improvement and grocery stores to have permanent, enclosed areas for the outdoor sales of landscaping and related merchandise.

The Plan Commission conducted a public hearing on October 2 to consider these amendments to Section 118-152(e). After taking public comment and discussing this request, the Plan Commission voted unanimously to approve the Zoning Text Amendments described in the attached ordinance.

The attached Ordinance was reviewed by the Village Attorney.

SCHEDULE FOR CONSIDERATION: This item will appear on the agenda of the Regular Board meeting of October 15, 2012, for First Reading.

MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Doug Price, Vice Chair
Park Forest Plan Commission

DATE: October 11, 2012

RE: Recommendation – Zoning Ordinance Text Amendment to Amend the Commercial Requirements in the C-1 and C-2 Zoning Districts pertaining to outdoor sales of merchandise

At our regular meeting on October 2, 2012, the Plan Commission conducted a public hearing and considered a Zoning Text Amendment to Section 118-152(e) of the Zoning Ordinance relating to outdoor sales of merchandise.

After taking public comment and discussing this request, the Plan Commission voted unanimously to recommend approval of the Zoning Text Amendments as described in the Staff memo (September 24, 2012) presented to the Plan Commission at the meeting.

Best regards,
Doug Price, Vice Chair

MEMORANDUM

TO: Plan Commission

FROM: Hildy L. Kingma, AICP
Director of Economic Development and Planning

DATE: September 24, 2012

RE: NEW BUSINESS: Plan Commission Meeting of October 2, 2012
PUBLIC HEARING: Consideration of Proposed Revisions to Chapter 118 (Zoning), Section 118-152 (e), pertaining to Commercial Requirements in the C-1 and C-2, Commercial Zoning Districts

Section 118-152 of the Zoning Ordinance lists various special requirements and provisions related to development in the C-1 and C-2 zoning districts. Among those provisions is the following:

(e) *All other commercial operations shall be conducted within completely enclosed buildings except:*

* * * *

(3) *Outdoor sales such as garden supplies but only where such sales are an accessory use to an adjacent enclosed commercial operation.*

* * * *

(6) *Automobile service stations may display lubrication, oils, tires, batteries and accessory items necessary for servicing automobiles at the pump, on raised pump islands in either a permanent display case or in a portable display stand. All items that are not in a locked display case must be taken inside the building at the close of the day's business.*

Over the years this provision has generally been interpreted to prohibit such uses as outdoor soda machines, newspaper boxes, and more recently, red box rental machines, when they are located outside a store. However, other uses such as ice machines and propane refueling appliances, have been allowed outside a store. One local gas station even has stored mulch outside for sale.

The Village has recently been approached by the drug and convenience stores to permit the placement of red box video rental machines outside their places of businesses. Village Staff has

offered an interpretation of the provision outlined above that permits these uses similar to the placement of ice machines and propane dispenses appliances. Under this interpretation, these machines must be licensed as vending machines and pay the appropriate annual fee. However, in order to ensure that this interpretation is clear for future, similar requests, the Plan Commission has recommended that an amendment be made to the ordinance.

As recommended by the Plan Commission, the proposed amendment to Section 118-152(e) addresses public safety by permitting the Building Commissioner to identify the safe location for items place outdoors for sale. Among the public safety considerations to be addressed by the Building Commissioner are the size and height of the materials to be sold, the location of the items to ensure that there is no site obstruction, and the time periods when materials may be sold. Vending machines must be located adjacent to the principal building and they may not obstruct the clear passage of pedestrians on the sidewalks. Signage placed on materials placed outdoors for sale is also addressed in the proposed amendment. An additional section is also proposed to allow home improvement and grocery stores to have an enclosed, unroofed area for the display and sale of landscaping and similar merchandise

Section 118-152 is proposed to be amended in the following manner:

- (e) *All other commercial operations shall be conducted within completely enclosed buildings except:*
 - ~~(3) *Outdoor sales such as garden supplies but only where such sales are an accessory use to an adjacent enclosed commercial operation.*~~
 - (3) *Outdoor sales, including any use that is not fully enclosed within a building on a lot and which is accessory to the principal use on a lot (i.e., seasonal merchandise sales, vending machines). Vending machines shall require a coin-operated mechanical device license pursuant to section 22-586 of this Code and must be located on private sidewalks adjacent to principal building and placed in such a manner as to maintain a clear four (4) foot wide sidewalk. Sales or displays located in parking lots or elsewhere on a lot must comply with any requirements contained in this Code and those requirements established by the building commissioner in order to protect the public health, safety and welfare, except as set forth in subsection 9 of this section below. The building commissioner may establish requirements that include the size and location of a sales area or display, such as the overall area dedicated to such sales and the height of materials, impacts on turning movements, time periods that such sales or displays may take place (seasonal or otherwise), and requirements to ensure that the use does not create a site obstruction or hinder pedestrian or vehicle traffic. Signage*

for such sales or displays shall be located on the item for sale and limited to permanent, non-flashing signs, indicating only the items for sale, the pricing of the items, instructional information as to use (if located on or within a vending machine), and other similar information not exceeding five (5) square feet in gross surface area. Temporary, third-party sales are not permitted.

* * * *

- (9) *Home improvement and grocery stores are allowed in an enclosed and unroofed area attached to the store for permanent display of landscaping and other similar materials. Such area shall comply with all building setbacks and shall be enclosed by a fence of a height not exceeding twenty-five (25) feet. Materials within the outside sales area shall not be stacked higher than the screening fence.*

Pursuant to Section 118-29 of the Zoning Ordinance, the Plan Commission is responsible for making recommendations to the Board of Trustees on requests to amend the Zoning Ordinance. The Plan Commission is required to hold a public hearing on ordinance amendments, notice of which must be given in a newspaper of general circulation no less than 15 days before the public hearing. Notice of the public hearing on this matter was published in the *Southtown/Star Newspaper* on September 16, 2012.

Village Staff has worked with the Director of Community Development and the Village Attorney to prepare the proposed text amendments.

Plan Commission Action: After conducting the public hearing, the Plan Commission is asked to consider the proposed revisions to Chapter 118 (Zoning), Sections 118-152, and make a recommendation to the Board of Trustees on this matter.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 118 (“ZONING”), ARTICLE III (“DISTRICTS”), SECTION 118-152 (“COMMERCIAL REQUIREMENTS, C-1 AND C-2”) OF THE CODE OF ORDINANCES OF THE VILLAGE OF PARK FOREST, COOK AND WILL COUNTIES, ILLINOIS

WHEREAS, the Village of Park Forest (“Village”) seeks to amend Chapter 118 (Zoning), Article III (“Districts”), Section 118-152 (“Commercial Requirements, C-1 and C-2”) of the Code of Ordinances of the Village of Park Forest, Cook and Will Counties, Illinois (“Village Code”) in the manner more fully set forth herein (“Application”); and

WHEREAS, the Village of Park Forest Plan Commission conducted a public hearing to consider the Application on October 2, 2012, as required pursuant to Section 118-29 of the Village Code; and

WHEREAS, on September 16, 2012, notice for said public hearing was published in the Park Forest edition of the *Southtown/Star Newspaper*, a newspaper of general circulation within the Village as required by Section 118-29 of the Village Code; and

WHEREAS, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application, all as set forth in the Plan Commission’s Findings and Recommendations; and

WHEREAS, the Mayor and Board of Trustees of the Village of Park Forest have considered the Findings and Recommendation of the Plan Commission and all of the facts and circumstances affecting the Application, and the Mayor and Board of Trustees have determined that it is appropriate to amend the Village Code as provided in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Board of Trustees of the Village of Park Forest, Cook and Will Counties, Illinois, in the exercise of the Village’s home rule powers, as follows:

Section 1. **Recitals Incorporated.** The recitals set forth above constitute a material part of this Ordinance as if set forth in their entirety in this Section 1.

Section 2. **Plan Commission Findings and Recommendation.** The Findings and Recommendation of the Plan Commission, together with all reports and exhibits submitted at the public hearing, are hereby incorporated by reference herein and are approved.

Section 3. **Village Code Amended.** Chapter 118 (“Zoning”), Article III (“Districts”), Section 118-152 (“Commercial Requirements, C-1 and C-2”) of the Code of Ordinances of the

Village of Park Forest, Cook and Will Counties, Illinois, is amended by adding the underlined language and deleting the stricken language to read as follows:

Sec. 118-152. Commercial requirements, C-1 and C-2.

* * * *

- (e) All other commercial operations shall be conducted within completely enclosed buildings except:

* * * *

~~(3) Outdoor sales such as garden supplies but only where such sales are an accessory use to an adjacent enclosed commercial operation.~~

(3) Outdoor sales, including any use that is not fully enclosed within a building on a lot and which is accessory to the principal use on a lot (i.e., seasonal merchandise sales, vending machines). Vending machines shall require a coin-operated mechanical device license pursuant to section 22-586 of this Code and must be located on private sidewalks adjacent to principal building and placed in such a manner as to maintain a clear four (4) foot wide sidewalk. Sales or displays located in parking lots or elsewhere on a lot must comply with any requirements contained in this Code and those requirements established by the building commissioner in order to protect the public health, safety and welfare, except as set forth in subsection 9 of this section below. The building commissioner may establish requirements that include the size and location of a sales area or display, such as the overall area dedicated to such sales and the height of materials, impacts on turning movements, time periods that such sales or displays may take place (seasonal or otherwise), and requirements to ensure that the use does not create a site obstruction or hinder pedestrian or vehicle traffic. Signage for such sales or displays shall be located on the item for sale and limited to permanent, non-flashing signs, indicating only the items for sale, the pricing of the items, instructional information as to use (if located on or within a vending machine), and other similar information not exceeding five (5) square feet in gross surface area. Temporary, third-party sales are not permitted.

* * * *

(9) Home improvement and grocery stores are allowed in an enclosed and unroofed area attached to the store for permanent display of landscaping and other similar materials. Such area shall comply

with all building setbacks and shall be enclosed by a fence of a height not exceeding twenty-five (25) feet. Materials within the outside sales area shall not be stacked higher than the screening fence.

Section 5. Severability and Repeal of Inconsistent Ordinances. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

PASSED this _____ day of _____, 2012.

APPROVED:

MAYOR

ATTEST:

VILLAGE CLERK