



BENSENVILLE
WHERE OPPORTUNITY TAKES OFF

REQUEST FOR PROPOSALS

Proposals for the following item(s) or services are sought:

Village Wide Fiber Installation

Requesting Department:

Information Services
Attention: Mary Smith
12 S. Center Street
Bensenville, IL

Date of Request:

January 23, 2013

Three original plus two (2) electronic of your proposal(s) Must be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

PROPOSAL DUE DATE: February 20, 2013
PROPOSAL DUE TIME: 4:00PM PREVAILING TIME

All proposal submitted in response to this Request shall be irrevocable for a period of one hundred eighty (180) days after the proposal due date and may not be withdrawn by the vendor during this period. After such tie has elapsed, the vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

The Village reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the Village's determination of its best interest.



Table of Contents

1	General Information	3
1.1	Purpose.....	3
1.2	Definition of Parties:.....	3
1.3	Background:.....	3
1.4	Correspondence:.....	3
2	Schedule of Events	3
2.1	Vendor Conference and Mandatory Site Visit.....	3
2.2	Schedule	4
3	Proposal Preparation Instructions.....	4
3.1	Vendor's Understanding of the RFP	4
3.2	Good Faith Statement.....	4
3.3	Communication	4
3.4	Proposal Submission	5
3.5	Response Items	5
3.6	Sequence & Scheduling.....	6
3.7	Proposal Format.....	6
3.8	Method of Award	8
3.8.1	Evaluation Criteria.....	8
3.8.2	Selection & Notification	8
4	Scope of Work.....	8
4.1	Specifications Overview	8
4.2	Specification Detail.....	8
4.2.1	Objectives:	9
4.3	Technical Specifications	9
4.3.1	All Sites	9
4.3.2	Site Specific Detail	10
4.3.3	Testing	10
4.3.4	Warranty.....	11
5	Vendor Qualifications & References	11
6	Project Cost.....	13
7	Vendor Certification of Compliance	14
8	Special Provisions.....	15
9	Conflict of Interest Statement.....	16
	Contract Addendum 1	17
	Contract Addendum 2	18
	Du Page County Prevailing Wage for January 2013	19
	Contract Addendum 3	21



1 General Information

1.1 Purpose

The purpose of this Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to supply The Village of Bensenville with a Dark Fiber Network. Upon installation the Village intent is to light two strands initially.

1.2 Definition of Parties:

The Village of Bensenville will hereinafter be referred to as the "Village" or "Bensenville." Respondents to the RFP shall be referred to as "Vendors." The Vendor to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Background:

For the purpose of this proposal the Village is made up of 4 (four) areas or segments that will require connectivity. In order to accomplish this objective, the Village would like have a minimum of 12-strands fiber to each building in the network with Village Hall being the central point of connectivity. Example of a proposed route –Addendum 1

The Village of Bensenville will hereinafter be referred to as the "Village" or "Bensenville." Respondents to the RFP shall be referred to as "Vendors." The Vendor to whom the contract is awarded shall be referred to as the "Contractor."

1.4 Correspondence:

Questions regarding the meaning or interpretation of this RFP, attachments, specifications, etc. shall be requested in writing to msmith@bensenville.il.us Answers will be provided by an addendum to all prospective vendors.

2 Schedule of Events

2.1 Vendor Conference and Mandatory Site Visit

There will be an Optional vendor conference held February 6, 2013 at 11:30-12:30 at Village Hall, first floor, 12 S. Center Street, Bensenville, IL 60106.

A Mandatory site visit is required. There will be an opportunity for this site visit directly following the optional vendor conference at 1:00pm on February 6th. If a Vendor absolutely cannot visit the sites during the scheduled site visit the Vendor must make prior arrangements by contacting The Information Technology department Chief Technology Officer, Mary Smith at 847-585-1486 or msmith@bensenville.il.us for an alternative time.



2.2 Schedule

The following is a tentative schedule that will apply to this RFP but may change in accordance with the organization's needs or unforeseen circumstances.

Issuance of RFP	January 23, 2013
Technical Questions/Inquiries Due	February 5, 2013
Optional Vendor Conference	February 6, 2013, 11:30am
Required Site Visit	February 6, 2013, 1:00pm
RFP Closes	February 20, 2013
Complete Initial Evaluation	March 20, 2013
Final Award Notification	April 23, 2013 or before

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts the responsibility fully to understand the RFP in its entirety, and in detail, including making any inquiries to the Village of Bensenville as necessary to gain such understanding. The Village reserves the right to disqualify any vendor who demonstrates less than such understanding. Furthermore, the Village reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Village of Bensenville.

3.2 Good Faith Statement

All information provided by the Village of Bensenville in this RFP is offered in good faith. Individual items are subject to change at any time. The Village makes no certification that any item is without error. Bensenville is not responsible or liable for any use of the information or for any claims asserted there from.

3.3 Communication

Communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any capacity, to/from any Village of Bensenville employee or representative of any kind or capacity.

Verbal communication shall not be effective unless formally confirmed in writing by a specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Questions concerning this RFP or inquiries about technical interpretations must be submitted in writing and received prior to February 5th, 4:00pm.

Vendors shall bring to the Village of Bensenville any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to the Village enhancements, which might be in the Village of Bensenville's best interests.



Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to:

Village of Bensenville
Information Technology
Mary Smith
12 S. Center Street
Bensenville, IL 60106

OR Electronically:
Fax: 877-223-2673
E-mail: msmith@bensenville.il.us

Addenda: The Village of Bensenville will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within four business days.

The Village of Bensenville will not respond to any questions/requests for clarification that require addenda, if received by Bensenville after March 8, 2013, 12:00pm (noon).

3.4 Proposal Submission

Proposals must be sealed and delivered on or prior to February 20, 2013 at 4:00pm. The Village of Bensenville shall not accept proposals received by fax.

Vendors are to submit three (3) printed original copies of proposal marked "Original." Each original copy must be individually bound. In addition each proposer is to submit two (2) electronic copies of the proposal and all attachments on a USB or "thumb" drive

Submissions should also include the following:

- Bill of materials noting long lead time items if any.
- Project schedule including all major work components that materially affect any other work on the project. All submitted proposals become the property of the Village of Bensenville.

3.5 Response Items

An example of the proposed route and the segments are included as Addendum 1. This is an example only. Proposers shall include their proposed route with their RFP response.

Vendor must include the following items as part of RFP responses:

- A map including the route/path fiber will take.
- Specification of what parts of the fiber path are aerial and which parts are underground.
- Specifications for the dark fiber including attenuation. Fiber must meet or exceed ITU G652 specifications.
- Timeline for installation and acceptance testing.
- Any contracts or agreements that must be signed by Radford University for implementation.
- Detailed description of level of service provided by the bidder and anticipated repair time in the event of a fiber cut.
- Contact information and availability in the event of a fiber cut or problem with the fiber.
- Pricing Per Pricing Schedule.
- Any other fees associated with the installation or costs that will be experienced over the lifetime of the IRU.



3.6 Sequence & Scheduling

Submit project plan and schedule for segment I and II.

3.7 Proposal Format

Each proposal should be presented in the following order with the indicated items:

1. Scope of work with drawing(s) indicating the route proposed by the Vendor
2. Proposed Project Schedule for segments I and II
3. Testing Protocol as outlined in this RFP
4. Statement of warranty
5. Vendor Qualifications and References as outlined in this RFP
6. Pricing by Segment
7. Certificate of Compliance as included in this RFP
8. Statement of understanding and compliance commitment with special conditions as outlined
9. Completion of the Conflict of interest statement included in this RFP



CUSTOMIZED MAILING LABEL FOR SEALED RESPONSE

✂✂✂✂✂✂✂✂ CUT OUT ✂✂✂✂✂✂✂✂

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

SEALED RFP RESPONSE – DO NOT OPEN

**PROPOSAL FOR:
INSTALLATION OF VILLAGE WIDE
FIBER NETWORK**

PROPOSAL FROM: (Insert your company name below)

TIME OF OPENING: 4:00 P.M. local time
DATE OF OPENING: February 20, 2013

TO BE OPENED BY PURCHASING OFFICER ONLY

**MAIL TO:
Mary Smith
Village Hall
12 S. Central
Bensenville, IL**



3.8 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and enterprise. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply the Village of Bensenville with a Village-wide fiber plan as identified in the Scope of Work.

3.8.1 Evaluation Criteria

1. Project understanding, innovative or alternative approaches, communication of cost savings solutions
2. Comprehensive response
3. Capability of vendor to communicate in proposal the ability to meet or exceed requirements set forth in the Scope of Work
4. Ability of the vendor to communicate is plan and its capacity for establishing a relationship that addresses current and future needs of the Village
5. Experience and relevant skill-sets

3.8.2 Selection & Notification

Vendors determined by Village of Bensenville to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Those vendors not selected for the negotiation phase will not be notified.

4 Scope of Work

4.1 Specifications Overview

Furnish all labor, tools, and materials, and equipment required for the completion of all work as specified herein and in any attached additional specifications.

Contractor will be responsible for any permits or other necessary requirements of this installation including all State, Village, and Federal laws and regulations and any other applicable regulations.

As seen by the attached drawing (addendum 1) existing fiber is depicted in black. To accomplish the objectives of this project, connection to any point of new fiber or existing fiber is available to the Vendor as an option to reduce cost of the project.

4.2 Specification Detail

There are six objectives of the wiring proposal. It is at the discretion of the Vendor to put together a plan and route that will best allow accomplishing these objectives while managing costs. Should a Vendor have more than one option available they are welcome to present both options, but for both options to be considered, completed pricing and details will need to be included in the Vendor response of all options.



4.2.1 Objectives:

- I. The first objective and the most important objective is to connect the following buildings to Village Hall (Segment I)
 - o Edge I
 - o Edge II
 - o Public Works
- II. The second objective is to lay the fiber for this project in the most cost effective manner for today while considering the requirement to connect 345 E. Green Street in the relatively near future. (currently on the route of segment I)
- III. The next objective is to connect the Public Safety Building to Village Hall (segment II)
- IV. The fourth objective is to lay the fiber for this project and the first three objectives in the most cost effective manner while considering the potential for future need to connect the Public Library offices to the network enabling connectivity to Village Hall
- V. The fifth objective is to lay the fiber for this project and the first three objectives in the most cost effective manner while considering the potential for future need to connect the Park District Main offices to the network allowing connectivity to Village Hall
- VI. The sixth objective is to connect Pines Room, White Pines Golf Course and Park District Maintenance building to the network ultimately connecting these buildings to Village Hall
- VII. The final objective is to connect the Main Fire Station to the network.

The first three objectives would be completed in Phase I of the Village Fiber Plan. The last four objectives may be accomplished all at once as a Phase II or may be implemented as independent projects.

4.3 Technical Specifications

4.3.1 All Sites

- Installation of 2" conduit throughout the fiber network at a depth of two (3) feet, 36"
- Where possible the installation is to be contained in the last 6' of the Village's right-of-way (ROW) i.e. under sidewalks
- Minimally install hand holes every 500-800 feet.
- Each location will have a minimum of 12 strand fiber
- Ensure all points on the network are secured
- Termination on exiting wall mount LIU/Fiber rack with SC connectors.
- All fiber and connections must be tested as agreed upon in the final contract award.
- All fiber will be run in conduit; no flex tube should be used.
- All fiber and connections must be tested as agreed upon in the final contract award.



4.3.2 Site Specific Detail

Public Works

The fiber will come into the building on the east wall approximately 100' north from the main entrance at the exact southeast corner of the building. There is currently an existing entry point at the building. The fiber will then be run up to the 2nd floor of the building and into the server room for termination. This location currently has a rack LIU/Fiber Cabinet that is not secured. The vendor will need to propose a plan for securing the rack that is in a public space currently or provide a new secured rack.

Edge II

The fiber will enter the building on the South side to the east of the main building entrance. Any conduit used on the outside of the building will be painted to match the building and should be as inconspicuous as possible. The cable will run above the drop-ceiling in the Pro-shop and into the termination point (approximately 150' north from the entry point). The termination point will be in the existing secure rack.

Edge

The fiber will enter the building on the north side of the building approximately 1/3 of the way east along the north wall, near the air handlers and existing cable entry points. The fiber will then run south through the building to the front office at the south part of the building where it will terminate. The Vendor will need to supply a secure rack for termination.

Public Safety

The fiber will enter the building at the northwest corner of the building next to the existing entry point. The fiber will terminate in the existing wall mount LIU/Fiber Cabinet on the other side of the wall used for entry. The vendor will need to propose a solution for securing the existing cabinet.

Village Hall

The Fiber will enter the building on the east side. The fiber will enter underground directly into the secure termination room. The connections will be made with the existing rack LIU/Fiber Cabinet.

4.3.3 Testing

Please provide a detailed explanation of your testing procedures including, but not limited to:

1. Testing standards
2. Testing protocols used
3. Tests performed
4. Testing equipment used for each test performed
5. Acceptable test result ranges for each test performed

Please provide an explanation as to why you feel this testing is consistent and current with the industry standards. Additionally, please state why you feel your testing procedure is comprehensive and will identify any issues.



4.3.4 Warranty

Vendor will warranty that all fiber optic cables delivered will be free from defects in material and workmanship.

For all installed fiber optic cables found to be defective the vendor will repair or provide replacement cables, pay the shipping costs for returning defective cables and for furnishing repaired or replacement cables and install, terminate and test the repair or replacement cables.

For any terminations found to be defective the vendor will repair the defective connection at vendor cost. Vendor is to state period of time for warranty.

5 Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

1. A brief outline of the vendor company and services offered, including:
 - Full legal name of the company.
 - Location of the office which will have responsibility for this project
 - Name, address, and phone number of the contact person responsible for and knowledgeable of this project.
 - Years in business
 - Years in business under this name
 - Years performing this type of work
2. An outline of the product line-up they currently support.
3. A description of their geographic reach and market penetration.
4. Information on current clients, including:
 - A list of clients with similar needs using the same solution.
 - Evidence of successful completion of a project of a similar size and complexity.
5. References: contact information for 3 references from projects similar in size (if possible), application, and scope, and a brief description of their implementation.

Has your firm: Failed to complete a contract? **Yes No**
 Been involved in bankruptcy or reorganization? **Yes No**
 Pending judgment claims or suits against firm? **Yes No**

Have you had any: OSHA fines within the last three (3) years? **Yes No**
 Job related fatalities within the last five (5) years? **Yes No**

*If you have answered **Yes** to any of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.*



REFERENCES: Three (3) required

It is preferred that two (2) of the references be entities or from DuPage County.

1) Client _____

Contact _____ Title _____

Phone _____ e-mail _____ fax _____

Provide a brief explanation of the Scope of Work: _____

Date of Service: _____

Have you been a repeat service provider to this agency No, Yes (explain) _____

2) Client _____

Contact _____ Title _____

Phone _____ e-mail _____ fax _____

Provide a brief explanation of the Scope of Work: _____

Date of Service: _____

Have you been a repeat service provider to this agency No, Yes (explain) _____

3) Client _____

Contact _____ Title _____

Phone _____ e-mail _____ fax _____

Provide a brief explanation of the Scope of Work: _____

Date of Service: _____

Have you been a repeat service provider to this agency No, Yes (explain) _____



6 Project Cost

All vendors must provide a detailed cost proposal based on the project as described in this RFP. Pricing for this proposal should be broken down by segment and for each segment costs should be detailed and separate materials and labor.



7 Vendor Certification of Compliance

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the vendor is not barred from bidding or proposing on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the vendor deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the vendor, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the vendor is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

This Business Firm is: (check one)

a Corporation a Partnership an Individual an LLC

Firm Name: _____

Firm Address: _____

Signature: _____

Print Name _____

Position: _____

Phone #: _____ Fax #: _____

e-mail address _____

Date signed: _____



8 Special Provisions

A. Locations: It is the intent of the Village to install the proposed fiber network in the "Telecommunications Corridor" within the Village right-of-way (ROW). This corridor is located within the last six feet of the ROW, typically under the sidewalks when present. It will be the contractor's responsibility to replace any sidewalk square that must be compromised as part of this project. The standard cross section of sidewalk squares within the Village of Bensenville is 5" PCC over 2" CA-6 limestone base.

B. Personnel and equipment: The contractor shall supply all material, equipment and personnel necessary to complete the work specified.

1. Each Vendor shall provide with his/her bid a list of items of equipment they propose to use on the project.
 - a. Contractors must note which of the items contained on the list are owned by the company and which items they are planning to rent.
 - b. The contractor shall rent equipment as needed to cover any equipment breakdowns which would cause delay of completion of contract by deadline.
2. The contractor shall provide qualified supervision of each crew at all times while working under the terms of this contract. a. Each supervisor shall be fluent in English and have the authorization by the contractor to accept and act upon all directives issued by the Public Works Director or his representative.

C. Safety Standards:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute
2. The contractor shall arrange to keep sidewalks open for pedestrian traffic when possible.
3. Blocking of public streets shall not be permitted unless prior arrangements have been made with the Village and is coordinated with the proper departments.

Proper warning signs, barricades, and/or other protective devices must be provided by the contractor. These shall be in accordance with the Manual of Uniform Traffic Control Devices.

D. Working Hours:

1. No work shall be performed prior to 7:00 AM and shall be completed by 6:00 PM.
2. Normal work days shall be Monday through Friday.
3. No work will be allowed on Saturdays, Sundays or Village holidays.

E. Inspection of Work: All work must be completed to the satisfaction of the Director of Public Works or his representative and, any questions as to proper procedures or quality of workmanship will be resolved by same.

F. Damage to Public or Private Property: Any damage caused by the contractor's operation shall be resolved with property owner or the Village within ten (10) days after damage has occurred.



9 Conflict of Interest Statement

CONFLICT OF INTEREST STATEMENT *for submittals in excess of \$50,000*

Mark the one that applies:

- Our offer is NOT in excess of \$50,000. (*no further action is required*)
- Our offer is equal to or in excess of \$50,000. A statement is attached.

If, and only if, your submittal *exceeds \$50,000*, provide a statement certifying:

- A. Each affiliation or business relationship between you, your firm, or your firm's ownership, management or staff, and an employee, officer, or elected official of the Village of Bensenville who makes recommendations to the Village of Bensenville with respect to expenditures of money, employment, and elected or appointed positions.
 - i. Is the employee, officer, or elected official named in this section receiving or likely to receive taxable income from you, your firm, or your firm's ownership, management or staff? Yes or No
 - ii. Are you, your firm, or your firm's ownership, management or staff receiving or likely to receive taxable income from, or as a result of, the employee, officer, or elected official? Yes or No
 - iii. Are you, your firm, or your firm's ownership, management or staff affiliated with a corporation or other business entity that the employee, officer, or elected official serves as an officer or director, or holds an ownership of 10 percent or more? Yes or No
- B. Provide any and all other affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest due to any clients, contracts or property interests related to the Village of Bensenville.
- C. Include the name of each Village of Bensenville affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

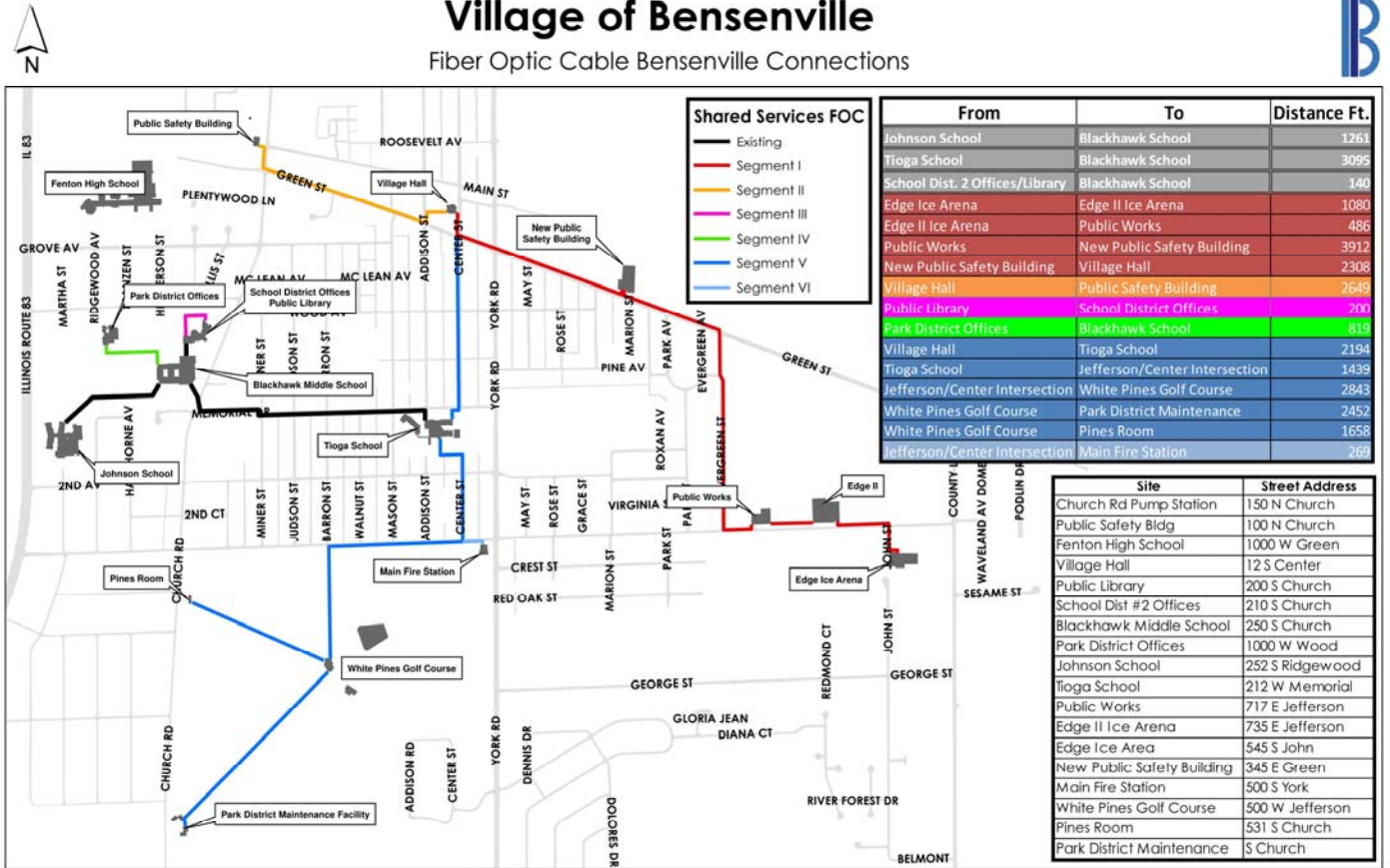
Alternatively, provide a statement saying:

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



Contract Addendum 1

Village of Bensenville Fiber Optic Cable Bensenville Connections





Contract Addendum 2

Special Provisions for: Wages of Employees on Public Works

This contract may be subject to the “Prevailing Wage Act,” 820 ILCS 130/1 et seq (“The Act”). It shall be the responsibility of the contractor to determine whether the Act is applicable and if so to comply with all its terms and conditions. Any contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The Village shall not have any duty to inform the contractor of the Acts applicability. If however the Village informs the contractor that the Act is applicable it shall be the contractor’s obligation to comply with all its terms and conditions unless the contractor can establish to the satisfaction of the Village that the Act is inapplicable. If it is determined that The Act applies to this contract, all contractors and subcontractors subject to its terms shall comply with all of its provisions, including, but not limited to the following:

1. Not less than the prevailing rate of wages as found by the Village of Bensenville or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.
2. In all contractors’ bonds the contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this contract.
3. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the contractor, and the public body shall be responsible to notify the contractor and each subcontractor, of the revised rate.
4. The contractor and each subcontractor shall:
 - a. make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day; and
 - b. submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. The certified payroll shall consist of a complete copy of the records identified in paragraph (1) of this subsection (a). The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor which avers that:
 - i. such records are true and accurate;
 - ii. the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
 - iii. the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
5. Upon 2 business days' notice, the contractor and each subcontractor shall make available for inspection the records identified in paragraph 4 to the Village of Bensenville, its officers and agents, and to the Director of Labor and his deputies and agents during reasonable hours at a location within this State.



Du Page County Prevailing Wage for January 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.950	16.35	0.000	0.380
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	9.250	14.46	0.400	0.610
ELECTRIC PWR EQMT OP		ALL		35.400	48.110	1.5	1.5	2.0	5.000	10.97	0.000	0.270
ELECTRIC PWR GRNDMAN		ALL		27.380	48.110	1.5	1.5	2.0	5.000	8.490	0.000	0.210
ELECTRIC PWR LINEMAN		ALL		42.390	48.110	1.5	1.5	2.0	5.000	13.14	0.000	0.320
ELECTRIC PWR TRK DRV		ALL		28.350	48.110	1.5	1.5	2.0	5.000	8.790	0.000	0.220
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	NE	ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
FENCE ERECTOR	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER	E	ALL		40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
PAINTER		ALL		40.880	42.880	1.5	1.5	1.5	9.650	8.200	0.000	1.250
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530



PIPEFITTER		BLD	41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
PLASTERER		BLD	40.080	42.480	1.5	1.5	2.0	9.550	12.30	0.000	0.990
PLUMBER		BLD	41.200	43.200	1.5	1.5	2.0	10.75	15.34	0.000	1.710
ROOFER		BLD	38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER		BLD	42.160	44.160	1.5	1.5	2.0	9.890	11.61	0.000	0.780
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR	E	ALL	40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STEEL ERECTOR	W	ALL	44.950	47.200	2.0	2.0	2.0	8.890	17.69	0.000	0.400
STONE MASON		BLD	40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER		BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON		BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON		BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend: RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)



Contract Addendum 3

**ADDENDUM TO PROPOSAL DATED
XXXXXXXX, BETWEEN THE VILLAGE OF BENSENVILLE AND
XXXXXXXX**

The terms, provisions, agreements, and conditions of this Addendum (“Addendum”) shall supplement and, as appropriate, modify and/or supersede the provisions, agreements, and conditions of the XXXXX Proposal (“Proposal”) with an approval date of XXXXXXXX, between the Village of Bensenville (“Bensenville”) and the XXXXXXXX. In the event of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of the Proposal and this Addendum, those of the Addendum shall control.

1. Invoicing and Payment. XXXXXXX shall submit its requests for payment to Bensenville not less than ten (10) working days prior to a Board meeting which Bensenville deems sufficient time within which to review and approve said requests. Bensenville shall make payments to XXXXXXX in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Invoices will be submitted for payment by mail delivery to:

Bensenville of Bensenville
12 South Center Street
Bensenville, IL 60106
Attn: Mike Cassady, Bensenville Manager

Bensenville has sixty days (60) from receipt of invoice to notify XXXXXXX of any errors or omissions relating to invoices to Bensenville for the services of XXXXXXX. Failure by Bensenville to notify XXXXXXX within such time period constitutes waiver of any objections related thereto.

2. Confidentiality. XXXXXXX agrees that it and its personnel assigned to Bensenville will not disclose any information learned during the performance of this Agreement relating to the business of Bensenville that is, in fact, confidential (including, without limitation, all proprietary information and trade secrets of Bensenville) for any purpose, provided, however, XXXXXXX and its personnel may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by personnel in connection with the performance of Services or activities pursuant to any valid Work Order; (2) disclosure which personnel is advised by counsel is required by a court or other governmental agency or competent jurisdiction, *provided* that personnel first gives Bensenville written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by personnel of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Bensenville. XXXXXXX understands and agrees that the Bensenville, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that the Proposal, this Addendum, work



orders, and other documentation connected with this matter may be subject to disclosure in whole or part under that act.

4. Reassignment of Personnel. XXXXXX will supply personnel to Bensenville who possess a level of skill commensurate with that necessary in order to provide the Services and not individuals. Bensenville acknowledges and agrees that from time to time during the term of the XXXXXX's services, personnel's skill level may change necessitating a shift in job responsibilities, an increase in compensation and a reassignment of such personnel. Bensenville acknowledges and agrees XXXXXX shall have the exclusive right, exercisable by XXXXXX, to reassign or transfer, either permanently or temporarily, personnel assigned to Bensenville, but XXXXXX shall (i) provide Bensenville twenty (20) business days prior notice of such reassignment or transfer; and (ii) through the assignment of replacement personnel, assure Bensenville that such new personnel assigned to Bensenville possess a level of skill initially required in order to perform services. Additionally, XXXXXX shall contact the Bensenville sufficiently in advance of the giving of such notice to the allow the Bensenville an opportunity to address with XXXXXX any issues the Bensenville perceives may result from the transfer or reassignment of XXXXXX's personnel.

5. XXXXXX as Independent Contractor. At all times during the Term of this Agreement XXXXXX shall retain its independent status, and XXXXXX and its personnel are and shall at all times be independent contractors to Bensenville. The personnel assigned to Bensenville under this Agreement shall remain employees of XXXXXX and shall not by reason of their assignment to Bensenville become employees of Bensenville.

6. Insurance. XXXXXX will procure and maintain insurance during the term of XXXXXX's engagement, and upon request shall provide Bensenville with a certificate of such insurance which names Bensenville, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

If XXXXXX's certificate of insurance or policy of insurance expires, or is cancelled during the term of it engagement, or is materially modified, XXXXXX shall so advise Bensenville. XXXXXX shall furnish evidence of coverage prior to any services being performed at Bensenville, in the form of a Certificate of Insurance which names Bensenville, and its officers, agents and employees, as additional insureds. Bensenville shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Bensenville equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond XXXXXX's reasonable control.

• 7. Indemnification. Subject to the limitations as hereinafter set forth, XXXXXX assumes and agrees to indemnify and save harmless Bensenville and its officers, agents and employees from any



liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of XXXXXX, its agents, servants, or employees in providing services set out in the Proposal, or any services pursuant to a valid work order. Bensenville will provide XXXXXX prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Bensenville related to such claim, so as to permit XXXXXX reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by XXXXXX.

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with the Proposal, regardless of how characterized and even if such party has been advised of the possibility of such damages.

8. Notice. Any notices or demands which may be or are required to be given by either party to the other under the Proposal or this Addendum shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) by hand delivery; (ii) by United States certified mail, postage prepaid; or (iii) if sent by nationally recognized overnight carrier, addressed to XXXXXX or Bensenville, respectively, at the following addresses, or at such other place as XXXXXX or Bensenville may from time to time designate in writing:

If to Bensenville:

Bensenville of Bensenville
 12 South Center Street
 Bensenville, IL 60106
 Attention: Mike Cassady

If to XXXXXX:

[Name]
 XXXXXX

All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

9. Enforcement and Remedies. All available remedies, whether legal, equitable, or statutory, may be exercised by either party in the event of any claim, cause, or action brought against the other for the violation of the terms, agreements, and covenants of Proposal or this Addendum. A party's application for injunctive or other equitable relief shall not prejudice any other claim, cause, or action which such party may pursue for any such violation, nor shall it prejudice such Party's right to maintain any other claim, cause, or action under the Proposal or this Addendum. In any legal, administrative, or



enforcement proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such party in enforcing its rights hereunder. In the event of litigation, Bensenville and XXXXXX agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois. In any legal, administrative, or other enforcement proceeding, if any provision of the Proposal or this Addendum shall be determined to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of the Proposal or this Addendum.

10. Ownership of Deliverables. Any deliverables made available to Bensenville as part of the Services rendered herein by XXXXXX, including all software and programming (the “Deliverables”), shall become the exclusive property of Bensenville and XXXXXX. Bensenville is authorized, without further permission from XXXXXX, to modify and dispose of and, subject to limitations of any license, copyright, or other such restriction, reuse or adapt any deliverable.

11. Miscellaneous

a. Successors and Assigns. The Proposal and this Addendum shall be binding upon and inure to the benefit of and be enforceable by the parties thereto and their respective successors and assigns. There shall be no reassignment in whole or in part by either Party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

b. Governing Law. The terms of the Proposal and this Addendum shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

c. Compliance with Laws. In the performance of the Proposal and this Addendum, each party agrees to comply with all applicable laws, rules, and regulations.

d. Severability. The terms of the Proposal and this Addendum are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the entire Proposal or this Addendum. Wherever possible, the terms of the Proposal and this Addendum shall be interpreted and construed so as to permit its enforceability.

e. No Waiver. No waiver of a breach of any provision of the Proposal and this Addendum shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

f. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or



labor shortage, or accident or plant breakdown not caused by the fault or neglect of a party, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

g. Survival. Any obligations of a party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

h. Complete Understanding. The Proposal and this Addendum constitute the entire agreement between the parties, superseding any prior understandings, arrangements or agreements whether in writing or oral and embody the entire agreement between the parties hereto. Any amendment or modification of or other change to the Proposal or this Addendum must be made in writing and signed by both Parties to be effective.

i. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

j. Drafting. The parties have had an equal opportunity to participate in the drafting of the Proposal and this Addendum. No ambiguity will be construed against any party based upon a claim that the party drafted the ambiguous language.

Initials:

_____ for XXXXXX

_____ for Bensenville