

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2012-0520

Innoprise Contract #:

Year: 2012

Amount: \$27,694.79

Department: IT - Norm Johnson

Contract Type: Small Construction & Installation

Contractors Name: Six Underground Construction Co

Contract Description: Centennial Park Fiber Optic Cable between CPAC and PW

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

November 1, 2012

Mr. Joe Cosentino
Six Underground Construction Co.
2758 US Hwy 34, Ste B #174
Oswego, Illinois 60543

RE: *NOTICE TO PROCEED*
Centennial Park Fiber Optic Cable

Dear Mr. Cosentino:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, and insurance documents in order for work to commence on the above stated project as of October 22, 2012.

Please contact Norm Johnson at 708-403-6210 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated September 27, 2012, 2012 in an amount not to exceed Twenty Seven Thousand Six Hundred Ninety-Four and 79/100 (\$27,694.79) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Norm Johnson

VILLAGE OF ORLAND PARK
Centennial Park Fiber Optic Cable
(Contract for Small Construction or Installation Project)

This Contract is made this 27th day of September, 2012 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Six Underground Construction Company (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

○ The Invitation to Bid

○ The Instructions to the Bidders

The Bid Proposal as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Installation of a 24 strand Single Mode Fiber Optic Cabling System for a new Network Backbone between Centennial Park (11520 West Avenue, Orland Park, IL) and the Public Works facility (15655 Ravinia Avenue, Orland Park, IL). This Fiber Optic Cabling System includes the fiber optic cabling, conduit, directionally bored pathways, termination equipment, cable support and management hardware, hand holes, tracer wire, splice enclosures, etc for a complete and functioning fiber backbone system as detailed in Contractor's proposal

(hereinafter referred to as the "WORK") and as described in the VILLAGE'S Project Manual (Bid

Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Total Labor:	\$22,845.04
Total Materials:	\$ 4,849.75

TOTAL: an amount not to exceed Twenty Seven Thousand Six Hundred Ninety-Four and 79/100 (\$27,694.79) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by December 15, 2012, (hereinafter referred to as the "CONTRACT TIME.") Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village

and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Joe Cosentino, President
Six Underground Construction Co.
2758 US HWY 34 Ste. B #174
Oswego, Illinois 60543
Telephone: 815-230-9529
Facsimile: 815-981-4963
e-mail: joe@six-ug.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

By: 

Print name: Paul G. Grimes
Village Manager

Its: Village Manager

Date: 10/27/12

FOR: THE CONTRACTOR

By: 

Print name: Joe Cosentino

Its: President

Date: 10/1/12

**VILLAGE OF ORLAND PARK, ILLINOIS
SALES TAX EXEMPTION NUMBER AUTHORIZATION FORM**

The undersigned contractor hereby agrees to use the Village of Orland Park, Illinois' sales tax exemption number only for purchases directly related to work being done on behalf of the Village of Orland Park. The undersigned also agrees to be responsible for any tax due for purchases determined to be non-exempt and for purchases not made on the Village of Orland Park's behalf.

It is understood that the exemption from tax in the case of the sales of articles is limited to the sales of articles purchased for the exclusive use of the Village of Orland Park and it is agreed that if articles purchased tax free are used otherwise or sold to others, such fact will be reported to the Illinois Department of Revenue. It is also understood that the fraudulent use of the exemption number to secure exemptions will subject the undersigned and all guilty parties to a fine of not more than \$10,000 or to imprisonment for not more than five years or both, together with costs of prosecutions.

Centennial Park Fiber
NAME OF PROJECT AND/OR CONTRACT NUMBER

Sip Underground Construction Co.
COMPANY NAME

2758 W Hwy 34 Sk. B #174 Ogo, IL 60543
ADDRESS, CITY, STATE, ZIP CODE

Joe Cointino, President
PURCHASER NAME AND TITLE (PLEASE PRINT)

 10/1/12
SIGNATURE AND DATE

Before a Tax Exemption Certificate is issued to the contractor, this form and the Materials and Estimated Quantities Attachment must be returned to Denise Domalewski – Contract Administrator, at the Village of Orland Park, 14700 South Ravinia Avenue, Orland Park, Illinois 60462 or via fax (708) 403-9212. After the completed forms have been received by the Village, a Tax Exemption Certificate will be mailed or faxed to the requesting contractor.



Proposal to the Village of Orland Park
For the Centennial Park Fiber Optic Project

August, 2012



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Executive Summary

First, I would like to thank Norm Johnson and the rest of the Village of Orland Park for the opportunity to bid on your project. I would also like to thank Mr. Johnson for his time in the walkout process, as I have gained a lot of valuable information from that meeting.

Six Underground Construction Company is a full service, turnkey contractor. Meaning we will be able to get both the design and construction part of any project completed – both on time and on budget. In the years our doors have been open we have completed many projects like yours, and feel this experience as well as our standards for quality and determination to get the projects done in the quickest time possible are in part of what has made us a successful company, and allowed us to remain in business for so long.

For anyone that is looking for a full service, turnkey contractor to come in and complete all the work is the best way to go. One person to go to get all of your questions answered, and one person to talk to in order to make sure all your concerns are addressed. Six Underground is that company, being able to focus on the design and construction part of the project while at the same time, keeping exact records of everything, and the comfort that each hand knows what the other one is doing. That being able to call one person and get a response instead of having many chiefs all talking to each other and that takes a toll on progress.

Our approach has always been that you get what you pay for. On the wall of our office is a banner that reads, "Make it Right", and all of our technicians, electricians, laborers and operators are brought into the company with that mindset. That if you're going to do something, do it right, this way you won't have to have someone else go back after you're gone to fix something – you know it was done right the first time.

The best way to choose a contractor is to talk to the people they've done business with, and get their take on it. Look at pictures of the contractor's work, or if possible actually go into the field and get a firsthand look at it. We document a lot of our work, and by that I mean take pictures of it, and we'd be more than happy to provide examples of our work for the Village to go over. We take pride in our work and we're happy to sign our name to any job we do, and we'd be extremely happy to sign our name to any job we do for the Village.



Construction and Installation

As was stated in the executive summary, we at Six Underground feel we have the best approach to getting the job done for you. We know exactly what it will take to install the fiber optic cabling, doing the underground construction work, and splicing the fiber, and will have the appropriate personnel on the ground (and in the air) to make sure that happens.

ISP/OSP Construction

Inside Plant Construction, or ISP, is something we're very familiar with. Our crews have the proper equipment, and proper training to handle any job. From re-wiring an apartment or condo, to a 20 floor high-rise, we have the right tools to handle all the wire pulling, conduit installation, and concrete and brick cores to get the job done effectively, and correctly the first time. Some of our more notable jobs in this category are the Sears Tower and Hancock Building in Chicago. Outside Plant Construction, or OSP, is our bread and butter. This involves all aspects of aerial and underground construction, including, but not limited to directional boring. Our outside plant experience stems from the years we've been working for companies like Comcast, AT&T, Wide Open West and Knology hanging strand and cable, directional boring, open cutting concrete and trenching, among many others.

Fiber Optic Wiring

Since its inception, Six Underground has been working on fiber optic and copper wiring projects. Our splicers have many years of knowledge and we have all the right tools – splicers, OTDR's, Fluke DTX 1800's, all regular hand tools – to complete any inside plant or outside plant project. We are also the first contractor a lot of our clients call for new installations in network cabling – Cat 5e and Cat 6 – because they know the quality of service they will get from us.



Warranty

We offer a one (1) year limited warranty on all work performed, and if there are any problems, we will fix them at no charge for that one year period. The warranty will be void if after we're done, someone comes in and re-splices the fiber splices.

The warranty is limited to craftsmanship only and does not cover any cut cables (either indoors or outdoors) that were hit during another contractors underground construction, or during any renovation in either building.

We offer no warranty, other than the manufacturer's warranty on any materials provided during the installation.



Ability to Perform

Six Underground is a complete turnkey contractor, with 2 aerial construction crews, 2 underground construction crews, and 3 in house splicers, 2 of which have fiber optic splicing capabilities. We would be able to commit our underground crew and fiber optic splicers to this project, and we have access to any number of sub-contractors for any specialty work.

In the 9 years we've been in business, we have not had any litigation brought against us, either by the Government or by any individual or business with whom we have done business. We also have no pending litigation whatsoever, and have never been behind paying any of our creditors. We also have a wonderful working arrangement with our subcontractors, all of whom are paid on time and in full.

Our insurance is up-to-date and has never lapsed. We currently hold a \$2,000,000.00 umbrella policy with up to \$1,000,000.00 per incident; have current workman's compensation insurance and automobile insurance. We also have current workman's compensation, general liability and auto insurance on our subcontractors.

References:

Ed Duda, Ernie Fenske, Pirtano Construction, Addison, IL
(630) 669-2387 – Ed Duda
(630) 669-2394 – Ernie Fenske

We have held a contract with Pirtano Construction for the past 10 years, completing many projects including directional boring, fiber optic cabling (inside and outside plant), and thousands of network and coax cabling jobs.

Chris Manley, Monumental Sports, Washington, DC
(202) 661-5035

We are the contractor of choice to do any fiber optic work for the Verizon Center, Washington Wizards, Washington Capitals, and Washington Mystics in Washington, DC. Monumental Sports owns the arena and the teams, and we came in and completely re-spliced all their fiber optic cable and provided the manpower and technical abilities to turn their arena into a fully functioning all digital arena.

SIX UNDERGROUND CONSTRUCTION COMPANY

Jeff Rittgarn, AACT Electric, Oswego, IL
(630) 878-0028

We've done several jobs for AACT Electric, and in July-August, 2010 we worked with AACT installing the new conduit and fiber optic cable at O'Hare Airport in Chicago. We also spliced and tested the cable when finished.

Susanne Ricci, Comcast, Chicago, IL
(773) 394-8702

We have completed too many jobs to list or even try to guess at for Comcast, as well as survey buildings for construction projects. Susanne can attest to our level of commitment and our quality of work and attention to detail.

James Henderson, Knology Cable, Panama City, FL
(850) 896-9802

In Florida, we've completed a re-wire job for Knology's Head-end installing new cable TV lines, data lines and systems, and fiber optic lines and systems. We've also done outside plant construction for them involving directional boring, aerial construction, and coax and fiber splicing.

Equipment:

To give the Village an idea of the types of equipment we have, this is a list that highlights some of the major equipment that may or will be used on this job, but it is not a complete list of all the equipment we own.

- (1) Vermeer 7x11a Directional Drill
- (2) Vermeer 16x20a Directional Drills
- Various Backhoes
- (1) Vermeer Flextrack 75 Vibratory Plow
- (1) Fluke DTX-1800 Tester
- (1) EXFO AXS-100 OTDR
- (2) Fujikura FSM-30s Fusion Splicers
- Various Bucket Trucks



Brief History

Six Underground came into existence after Joe Cosentino, the firm's president, was discharged from the United States Marine Corps with an Honorable Discharge. Over the years, our capabilities grew and we started taking more and more clients, all over the country, with much success. We currently do work for a number of city, county, and state governments, as well as many private firms. We also have contracts and sub-contracts with different companies like Comcast, Knology, AT&T, and Wide Open West.

Our staff includes:

- Joe Cosentino – Coax, Network Cabling, Fiber Optic Cabling, ISP/OSP Construction
- Terry McCurdy – Coax, Network Cabling, Fiber Optic Cabling, ISP/OSP Construction
- Kevin Hart – Coax, Network Cabling, Fiber Optic Cabling, ISP/OSP Construction
- Brandon Black – Coax, Fiber Optic Cabling, ISP/OSP Construction
- Joseph Mintzer – Outside Plant Laborer
- Aaron Redman – Outside Plant Laborer
- Steve Long – Crew Leader

Having worked on long haul and short extensions of fiber optic work, and splicing anything from a 512 count fiber trunk line to a 2-strand lateral, we've done most everything when it comes to fiber optic work. From building new fiber throughout school districts to re-working entire sports stadiums (Verizon Center in Washington, DC), we've got the knowledge and know how to get the job done right the first time. Our network wiring gurus have wired up entire hospitals, hotels, and state facility buildings with Cat 5e and Cat 6 cable. They are all masters of their craft when it comes to finding and creating pathways from patch panel to wall outlet. We are also a BICSI Corporate Member.

Methods of Installation

Directional Boring Conduits

The first part of our work for this project, will be to directional bore in the new conduit. Why is this important and why should it be done this way? The answer to that is to minimize surface disruption (not to destroy the grass, parking lot, or streets), which means less restoration work for the Village. Imagine having a big scar in the earth where the conduit was trenched in, or only having to worry about some 3'x3' pits to worry about.

Pulling the Fiber

During the process of pulling the fiber through the duct, we are going to install a tracer wire, as per the Village spec, but we are also going to pull in an extra pull rope so if the Village would ever like to use the duct to pull in something else, there is already an existing pull rope available. We do this on every job we do because it is simply the best and smartest way to do it.

Inside Plant Work

The second part will be running the conduits inside, along the route proposed in the bid documents. At each building, and below ground we will end the innerduct (HDPE pipe) and transfer to steel so that there is no chance of sabotage. For the Centennial Park side of the job, we are planning to utilize the existing conduit if it's possible (ie: the conduit is not damaged or obstructed below ground).

Fiber Splicing

The fiber splicing will be the last part of the project and will be scheduled ahead of time with the appropriate staff. At each building we will splice factory made pigtails into the newly run fiber in order to achieve the best possible connection. When you use mechanical splices you have a high reflection rate which will cause the fiber not to run as it should. When you install connectors in the field (instead of using ready-made pigtails), the gel that is in the connector tends to dry out over time and cause reflections also.



Materials

During my walkthrough I asked several questions regarding the materials we are planning to use for this job. There are 2 deviations we are going to use that work out to the Village's favor: (1), we are planning on using a 2" HDPE duct (innerduct) instead of 1 1/4", which will allow more expandability in the future; and (2) we are going to pull in a 24ct fiber instead of 12, which also allows for more expandability for the Village in the future. We currently have a surplus of these items and are providing them to the Village at the same cost as for the 1 1/4" and 12ct.

Project Timeline and Milestones

Event	Task	Time Allotted
Awarded Contract	Order materials Call in Locates to JULIE	2 – 3 days
Locates Are Ready	Start Underground Work - Directional Boring - Building Penetrations - Set Vaults	1 week
Outside Construction is Complete	Install corrugated innerduct inside buildings; install pull ropes through entire route.	1 day
Pathway is Created	Pull Fiber In with Extra Pull Ropes and Locate Wires	1 day
All Fiber is Run	Fusion Splice All Fibers	1 day
Fiber is Spliced	OTDR Testing of all Fibers (done same day as splicing – or next day depending on time of night)	2 hours
All Fibers are Tested	Turn system over to the Village.	1 day

This is a basic time table for the work to be performed, and several things may be going on at once.

Total time from the start of the project to the end of the project is estimated to be 15-22 days, however if we can get it done before that, we most definitely will try!

Manufacturer	Description	Qty	Approx Cost	Sub Total
F1SP288 F1LC6DLBLK	2" HDPE	2750	\$0.50	\$1,375.00
	24ct Fiber Optic Cable Singlemode, Armored	3442	\$0.71	\$2,443.82
	12ct Pigtail Kit w/LC Connectors	2	\$36.00	\$72.00
	E-loc	4	\$10.00	\$40.00
	Rigid Pipe w/associated hardware	1	\$76.13	\$76.13
	FIS 24 port wall mount box	1	\$198.00	\$198.00
	FIS 6 port black LC patch panel	4	\$161.20	\$644.80
				\$0.00
				\$0.00
				\$0.00
			Total	\$4,849.75



WWW.CYBERDRIVEILLINOIS.COM

Jesse White
SECRETARY OF STATE



CORPORATION FILE DETAIL REPORT

Entity Name	SIX UNDERGROUND INC.	File Number	66984591
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	07/28/2009	State	ILLINOIS
Agent Name	NATIONAL REGISTERED AGENTS INC	Agent Change Date	07/28/2009
Agent Street Address	200 WEST ADAMS STREET	President Name & Address	JOE COSENTINO 2758 US HWY 34STE B #174 OSWEGO 60543
Agent City	CHICAGO	Secretary Name & Address	JOE COSENTINO 2758 US HWY 34STE B #174 OSWEGO 60543
Agent Zip	60606	Duration Date	PERPETUAL
Annual Report Filing Date	07/04/2012	For Year	2012

[Return to the Search Screen](#)

Purchase Certificate of Good Standing

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

BIDDER SUMMARY SHEET

Centennial Park Fiber Optic Cable
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Six Underground Construction Co.

Address: 2758 US Hwy 34 Ste. B #174

City, State, Zip Code: Oswego, IL 60543

Contact Person: Joe Cosentino

FEIN #: 27-2803609

Phone: (815) 230-9529 Fax: (815) 981-4963

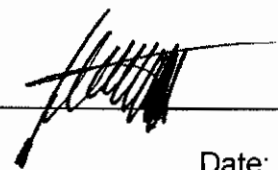
E-mail Address: joe@six-ug.com

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: \$ 27,694.79

Signature of Authorized Signee: 

Title: President Date: 8/15/12

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

☒ Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Six Underground Construction Co. (Corporate Seal)
Business Name

 Joe Cosentino
Signature Print or type name

President 8/13/12
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

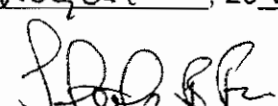
I, Joe Cosentino, being first duly sworn certify
and say that I am President
(insert "sole owner," "partner," "president," or other proper title)

of Six Underground Construction Co., the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 19th Day
of August, 2016



Notary Public

OFFICIAL SEAL
STERLING B. PRICE
Notary Public - State of Illinois
My Commission Expires Mar 19, 2016

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. 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 this agreement 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 Agreement, 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 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 Agreement, 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, or 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 Department's Rules and Regulations for Public Contract.

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 Department's Rules and Regulations for Public Contracts.

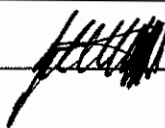
F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and 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 this Agreement 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 Agreement, 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 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 III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME: Joe Cosentino
SIGNATURE: 
WITNESS: _____
DATE: 8/15/12

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the 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) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By:

(Authorized Officer)

Subscribed and Sworn To
Before Me This 19th Day
of August, 2010

Notary Public

OFFICIAL SEAL
STERLING B. PRICE
Notary Public - State of Illinois
My Commission Expires Mar 19, 2016

**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

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

Six Underground Construction Co., having submitted a proposal for:
(Name of Company)

Centennial Park Fiber Optic Project
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

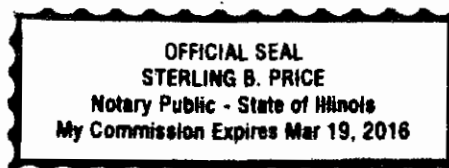
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
All employees is/are currently participating
(Name of employee/driver or "all employee drivers")
in a drug and alcohol testing program pursuant to the aforementioned rules.
- ☒ 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- ☐ 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

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

By: [Signature]
Office or Owner of Company named above

Subscribed and Sworn To
Before Me This 15th Day
of August, 2012

[Signature]
Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Joe Cosentino, having been first duly sworn depose and state as follows:

I, Joe Cosentino, am the duly authorized agent for Six Underground Construction Co., which has

submitted a bid to the Village of Orland Park for

Centennial Park Fiber Optic Project and I hereby certify
(Name of Project)

that Six Underground Construction Co.
(Name of Company)

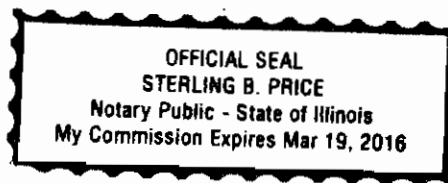
participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: _____

Title: _____

Subscribed and Sworn To
Before Me This 17th Day
of August, 2016

[Signature]
Notary Public



REFERENCES

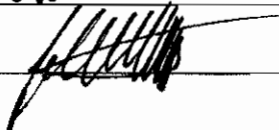
(Please type)

ORGANIZATION Pintano Construction Co.
ADDRESS 1746 Armitage Ct
CITY, STATE, ZIP Addison, IL 60101
PHONE NUMBER (630) 932-1810
CONTACT PERSON Ed Duda, Ernie Fenske, Steve Pauss
DATE OF PROJECT 2004 - Present

ORGANIZATION Cary Consulting
ADDRESS P.O. Box 160
CITY, STATE, ZIP Crystal Lake, IL 60039
PHONE NUMBER (847) 366-8878
CONTACT PERSON Pete Prihard
DATE OF PROJECT 2012

ORGANIZATION AACT Electric
ADDRESS 59 Burkhardt
CITY, STATE, ZIP Oswego, IL 60543
PHONE NUMBER (630) 878-0028
CONTACT PERSON Jeff Rittgen
DATE OF PROJECT 2010-2012

Bidder's Name: Joe Cosentino

Signature & Date: 

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverage required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverage and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 15th DAY OF August, 2012

Signature

Joe Gentino, President
Printed Name & Title

Authorized to execute agreements for:

Six Underground Construction Co
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2012

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 J.T. Smith Insurance Agency 942 Third St La Salle IL 61031	CONTACT NAME: PHONE (A/C, No, Ext): (815) 790-2406 FAX (A/C, No): (815) 328-0734 E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:
INSURED Six Underground Construction Co. 2758 US Hwy 34 Ste. B #174 Oswego, IL 60543	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers NAIC # 36137 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		L4836247-04	3/26/2012	3/26/2013	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
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Owner Excl on WC	Y/N ☒ y ☐ n N/A	C5716294-13	3/26/2012	3/26/2013	WC STATUS- TOBY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Village of Orland Park is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

Village of Orland Park
14700 Ravinia Ave
Orland Park, IL 60462

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE

EFFECTIVE DATE
OF CERTIFICATE
12/14/11

ALLSTATE INDEMNITY COMPANY
HOME OFFICE - NORTHBROOK, IL 60062
hereby certifies that the following insurance is in force:

POLICYHOLDER
SIX UNDERGROUND CO
DBA JOE COSENTINO
2758 RT34 #174
OSWEGO, IL 60543-8301

POLICY NUMBER
048281341 BAP

POLICY PERIOD
12/14/11 TO 12/14/12
AT 12:01 A.M. STANDARD TIME

The person or organization designated below is described in the policy as:

VILLAGE OF ORLAND PARK

14700 S RAVINIA AVE
ORLAND PARK, IL 60462-3134

☐	LIENHOLDER (Loss Payable Clause)
☐	ADDITIONAL INTERESTED PARTY
☒	ADDITIONAL INSURED
☒	CERTIFICATE HOLDER

Coverages designated are afforded as stated below:

Basis of Coverage:

LIMITS OF LIABILITY \$ 1,000,000 COMBINED SINGLE LIMITS

☐	ANY "AUTO"
☐	OWNED "AUTOS" ONLY
☒	SPECIFICALLY DESCRIBED "AUTOS"
☐	HIRED "AUTOS" ONLY
☐	NONOWNED "AUTOS" ONLY
☐	OWNED PRIVATE PASSENGER "AUTOS" ONLY
☐	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER
☐	OWNED COMMERCIAL "AUTOS" ONLY

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days written notice at its last address known to the Company.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name and Address of Person or Organization:

VILLAGE OF ORLAND PARK

14700 S RAVINIA AVE
ORLAND PARK, IL 60462-3134

- A.** The person or organization shown in the Schedule is included as an insured but only if liable for the conduct of an "insured" and only to the extent of that liability.
- B. CANCELLATION**
- 1.** If we cancel the policy, we will mail or deliver notice to such person or organization in accordance with the Common Policy Conditions.
 - 2.** If you cancel the policy, we will mail or deliver notice to such person or organization.
 - 3.** Cancellation ends this agreement.

