

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2024-0328

Contract #: 20240341

Start date: 6/3/2024

End date: 3/15/2025

Amount: \$ 144,677.36

Contingency Amount: \$ 5,787.00

Department: IT

Total Contract Amount: \$150,464.36

Contract Type: Contractor

Contractors Name: Adesta LLC

Status of Ownership: N/A

Status of Sub: N/A

Certification: Attached ☐ Self-Certifying ☐ Did not disclose ☒

Contract Description: Fiber Build to Police Training Facility.



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Adesta LLC FOR Fiber Build to Police Training Facility**

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made the 3rd day of June, 2024, by and between the Village of Orland Park (hereinafter referred to as "VILLAGE") and Adesta LLC (hereinafter referred to as "Contractor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the Fiber Build to Police Training Facility (hereinafter referred to as "Project", the "Work", or the "Services").

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein by the Village and the Contractor (hereinafter referred to collectively as the "Parties"), the Parties agree as follows:

1. Scope of Work: The Contractor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in:

- ☒ The Contractor's Proposal/Bid No. _____, and dated March 27, 2024; and/or
☐ Village of Orland Park ITB/RFP/Purchase Order No.24-035.

which is/are attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project"). The terms, conditions and specifications set forth in Village's Request for Proposal ("RFP"), Invitation To Bid ("ITB") and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Contractor. Any provisions in the Contractor's Proposal or Bid or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village's RFP, ITB, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village's RFP, ITB, and/or Purchase Order shall control.

2. Payment:

- A. Compensation: The Village agrees to pay the Contractor as compensation for all Work required by this Agreement as follows:

- ☒ the amount(s) set forth on Exhibit A (the "Contractor's Proposal");
☐ the amount(s) based upon Schedule of Fees or Prices set forth on Exhibit B attached hereto and thereby made a part hereof; and
☐ a not-to-exceed amount of \$150,464.36 ("Contract Price")
☒ a not-to-exceed Proposal or Bid amount of \$144,677.36, plus \$5,787 contingency which may not be spent without prior written approval by the Village through a Change Order Request, for a total amount not-to-exceed \$150,464.36 ("Contract Price")

- (i) It is expressly understood and agreed to by both Parties that in no event shall the total amount to be paid by the Village for the complete and satisfactory performance of services, under this Agreement exceed \$150,464.36. Said price shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor. In the event the Contractor incurs cost in excess of the sum authorized for service under this Agreement, the Contractor shall pay such excess from its own funds, and the Village shall not be required to pay any part of such excess, and the Contractor shall have no claim against the Village on account thereof.

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For the avoidance of doubt, in no event shall Contractor be entitled to receive more than this not-to-exceed amount and this amount includes all costs incurred by Contractor in connection with the work and services authorized hereby, including, but not limited to: (i) any known or unknown and/or unexpected condition(s); (ii) any and all unforeseen difficulties; (iii) any unanticipated rises in the cost of labor, materials or equipment, changes in market or negotiating conditions, and errors or omissions made by others; (iv) the character of the work and/or services to be performed; and (v) any overrun in the time or cost necessary for the Contractor to complete the work due to any causes, within or beyond its control. Under no circumstances shall the Village be liable for any additional charges if Contractor's actual costs and reimbursable expenses for such work, service or deliverable exceed the not-to-exceed price. Accordingly, Contractor represents, warrants and covenants to the Village that it will not, nor will Contractor have anyone on its behalf, attempt to collect an amount in excess of the not to exceed price agreed to by the Contractor as set forth above.

- B. Invoices: The Contractor agrees to and shall prepare and submit:
- ☐ an invoice to the Village upon completion of and approval by the Village of the Work; or
 - ☒ invoice for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor.
- C. Payment: Notwithstanding any provision of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act") to the contrary, the Parties agree that any bill approved for payment by the Corporate Authorities shall be paid within sixty (60) days after the date of approval. If payment is not made within such sixty (60) day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each full thirty (30) day period, without proration, after the expiration of the aforementioned sixty (60) day payment period, until final payment is made. No other provision of the Act shall apply to this contract.
- D. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at their sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor; (ii) the failure by the Contractor to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this section, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.
- ☐ 10% retention will be withheld for this project for any payment made prior to the completion of 50% of the contract. When the contract is 50% complete, retainage withheld shall be reduced so that no more than 5% is held. After the contract is 50% complete, no more than 5% of the amount of any subsequent payments made under the contract will be held as retainage. When final acceptance is obtained the remaining 5% retention will be released in its entirety. Any further reduction below 5% in the retention amount prior to the final acceptance by the Village shall be at the sole discretion of the Village Manager and may be granted only if there are no claims or liens against the retained funds and with good cause shown as to why the Village Manager should consider a further reduction in the retention amount held by the Village.
- E. Appropriation of Funds: The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other

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governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Services.

F. Records: The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Performance and Payment Bond: If the Contract Price is over \$50,000.00, prior to commencement of any Work on the Project, the Contractor shall provide to the Village a Performance and Payment Bond in compliance with the Public Construction Bond Act (30 ILCS 550/1, et seq.) and the Contract Documents.

A. Performance Bond: Guarantee to the Village that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

B. Labor and Material Payment Bond: Ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the Village of Orland Park, will be required to submit to the Village a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

☒ Scope of Services as set forth in the Contractor's proposal dated March 27, 2024 and the Village's RFP, ITB, and/or Purchase Order Exhibit A)

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☐ Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion; Progress Reports:
 - A. Time is of the essence in this Contract. The Services to be performed by the Contractor under the Contract Documents shall commence no later than July 1, 2024 (hereinafter the "Commencement Date"), and shall be completed no later than March 15, 2025 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Contractor fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor for the Services and/or the right to recover any excess cost of completion from the Contractor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.
 - B. Progress Reports: The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided being completed within a timeframe that does not negatively impact the Village's compliance any federal, state, or local regulations (if applicable).
6. Venue and Choice of Law: The Contractor and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois, in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.
7. Nonassignability: The Contractor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor or its surety from the obligations herein entered into by the same or change the terms of this Contract.
8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).
9. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.
10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):
 - A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Contractor and/or its agent in a timely manner.
 - B. Within three (3) business days after receipt by Contractor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor's

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officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor and/or by the Contractor's insurer or agent.

- C. Within ten (10) business days after the Contractor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Contractor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor receives its initial verbal or written notice of such incident, claim, or complaint.

11. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Work or Services performed by the Contractor shall be done in conformance with the Contract Documents.

12. Permits and Licenses: The Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

13. Insurance:

A. Prior to Commencement of Work:

- (i) Prior to commencement of any Work under the Contract Documents, Contractor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor. Contractor shall not start the Work under the related Contract until Contractor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- B. Insurance Required: The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with

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the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

- (a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.
- (b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.
- (c) The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
- (e) The Contractor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
- (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
- (h) The Contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.

(ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of \$1,000,000 combined single limit per occurrence for bodily injury and property damage;

(Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per accident for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident:

- (a) The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor for the Village.

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- (b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor's coverage rather than under the coverage of the Village of Orland Park, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Orland Park, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor's employee).
- (v) ☐ Builder's Risk Property Coverage with "Village of Orland Park" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)
- (vi) ☐ Environmental Impairment/Pollution Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)
- (vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 13(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.
- (viii) ☐ Cyber Liability Coverage: for losses arising out of the Contractors work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financial losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
- (a) Allowing work by Contractor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- (iii) When requested by the Village Manager, or his designee, Contractor shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- F. Verification of Coverage: Contractor shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and

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endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

- G. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Contractor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Contractor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor or any subcontractor's insurance.
- L. Notice of Bodily Injury or Property Damage: The Contractor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Contractor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

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- N. Safety/Loss Prevention Program Requirements: The Contractor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.
- O. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 13, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

14. Indemnity:

- A. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents arising in whole or in part or in consequence of the performance of the Work by the Contractor, its employees, or subcontractors, or which may in anywise result therefrom, except that arising out of the sole legal cause of the Village, its elected and appointed officials, employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
- B. Contractor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.
- C. Contractor further agrees that to the extent that money is due the Contractor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
- D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
- E. Neither the Village nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.
- F. The provisions of this Paragraph 14 shall survive any termination of the Contract.

15. Village Confidential Information:

- A. Contractor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
- B. The provisions of this Paragraph 15 shall survive any termination of the Contract.

16. Professional Standard: The Contractor hereby covenants and agrees that the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard. In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

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- A. Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
- B. Ability to Perform: The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
- C. Authorized to do Business in Illinois: The Contractor certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
- D. Certification to Enter into Public Contracts: The Contractor certifies that it 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 violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- E. Payment to the Illinois Department of Revenue: Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- F. Debarment. The Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Contractor will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
- G. Interest of members of the Village: Contractor certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- H. Interest of Professional Services Provider and Employees: Contractor certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Contractor Services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed.
17. No Conflicts of Interest: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

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18. Compliance with Laws: Contractor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor if requested by the Village.
19. Equal Employment Opportunity: The Contractor shall be an "equal opportunity employer" as defined in the United States Code Annotated. The Contractor shall be required to comply with the President's Executive Order No. 11246, as amended, and the requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor shall fully comply with all applicable provisions of the Illinois Human Rights Act.
20. Certifications: By the execution of this Agreement, the Contractor certifies that: (1) the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Contractor and/or its subcontractors, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Contractor and its subcontractors further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor, but the Village agrees to waive any claim against the Contractor arising from any unauthorized reuse or modification of the Project Documentation.
22. Independent Contractor: It is mutually understood and agreed that the Contractor shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor or his/its employees, representatives or Subcontractor's are in no sense employees of the Village, it being specifically agreed that in respect to the

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Village, the Contractor and any party employed by the Contractor bears the relationship to the Village of an independent contractor.

23. Prevailing Wage Act Notice [Check box that applies]:

☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract calls for the construction of a “public work”, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01, et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (“IDOL”) publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL’s website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to each contractor and subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act. The Contractor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

24. ☐ Employment of Illinois Workers on Public Works Act: This contract is subject to the Illinois Preference Act (30 ILCS 570) since this fixed work construction or improvement is funded or financed in whole or in part with State funds or funds administered by the State of Illinois. Contractors on state public works projects are required to employ a workforce that is comprised of at least 90% Illinois residents during periods of excessive unemployment, which occurs when the level of unemployment in Illinois has exceeded 5% for at least 2 consecutive months. An “Illinois laborer” is defined as any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. The Contractor shall require all subcontractors (if any) to conform with said laws, and any rules or regulations now and thereafter issued pursuant to said laws by Contractor, his subcontractors, and/or anyone working through or on behalf of Contractor or Contractor’s subcontractors.

25. Warranty and Guarantee: In addition to any manufacturer’s warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor warrants and guarantees that for a period of two (2) years from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, all as shall be determined solely by the Village, and the Contractor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that

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the Contractor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

26. Standard Specifications:

- A. If applicable, all Work performed by Contractor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
- B. If applicable, through the course of the Project, the Contractor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
- C. If applicable, all traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

27. Permitted Hours of Work: All construction activity shall be permitted only during the following work hours: a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays; Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor has made prior arrangements with representatives of the Village; and work shall not occur on Sundays or Holidays, except s specifically authorized by the Village in writing,

28. Restoration of Work Site: The Contractor shall be obligated to remove all debris from the Work site at the Contractor's expense. The Contractor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

29. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

30. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor under the Paragraphs 14 and 15 hereof shall continue after such termination.

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31. Advertisement: The Contractor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
32. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
33. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor to the Village, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor. This notice shall state the reasons that the Contractor is being declared in default of the Contract. Failure by the Contractor to correct the stated deficiencies within the notice period shall result in the Contractor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor and to hire others to complete the defaulted work. Upon default, the Contractor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor pursuant to the Contract Documents. Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Contractor or without cause at any time upon 15 days prior written notice to the Contractor. In the event that the Agreement is so terminated and the Contractor is not in default or breach of this Agreement, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Contractor's Proposal.
34. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:

Name: Tad Spencer
Village of Orland Park

To the Contractor:

Name: Senior Counsel
Adesta LLC

1319505-01-14-16

14700 South Ravinia Avenue

Orland Park, Illinois 60462

Telephone: 708-403-6212

Facsimile: _____

Email: tspencer@orlandpark.org

15770 Dallas Pkwy
Suite 500

Dallas, TX 75248

Telephone: (877) 894-4949

Facsimile: _N/A_____

e-mail: AUTSLegalReview@aus.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

35. Illinois Freedom of Information Act: The Contractor agrees to maintain all records and documents for projects of the Village of Orland Park in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the Village, records which are responsive to a request received by the Village under the FOIA so that the Village may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the FOIA. In the event that the Village is found to have not complied with the FOIA, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties
36. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
37. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
38. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.
39. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
40. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.
41. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original

Adesta LLC

E-SIGNED by Greg LaSala
By: on 2024-06-28 21:27:20 GMT

Name: Greg LaSala

Vice President, Telecom
Its Operations & Authorized Agent

VILLAGE OF ORLAND PARK

E-SIGNED by George Koczwar
By: on 2024-07-01 17:03:17 GMT

Name: George Koczwar

Title: Village Manager

EXHIBIT A

[ATTACH]

Scope of Work as set forth in Contractor's Proposal dated March 27, 2024
or Village RFP, ITB, and/or Purchase Order No. 24-035 dated March 28, 2024

EXHIBIT B

[ATTACH IF REQUIRED]

Schedule of Fees

1319505-01-16-16



Proposal for

FIBER BUILD TO POLICE TRAINING FACILITY RFP 24-035

Submitted to

VILLAGE OF ORLAND PARK

Attention: Office of the Village Clerk
2nd Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

On

MARCH 28, 2024

By

ADESTA

2000 Bloomingdale Rd. Suite 245 | Glendale Heights, IL 60139

This proposal includes data which is proprietary and shall not be disclosed outside of Village of Orland Park, and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. If, however, a contract is awarded to this offer in connection with the submission of this data, Village of Orland Park shall have the right to duplicate, use, or disclose this data to the extent provided in the resulting contract. The data subject to this restriction is marked as follows: Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal.

Village of Orland Park
RFP # 24-035 Fiber Build to Police Training Facility
Attn.: Tad Spencer, Director of IT
14700 S. Ravinia Ave.
Orland Park, IL 60462

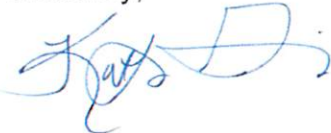
Dear Mr. Spencer and team,

Adesta LLC would like to thank you for the opportunity to provide a response to the Request for Proposal for the Village of Orland Park Fiber Build to the Police Training Facility, RFP #24-035, and Addendums 1 and 2. Enclosed, you will find a brief summary of Adesta and our capabilities, along with a Scope of Work for the project and a detailed proposal response for your review.

A design build fiber construction project requires unique experience and engineering knowledge, and that is exactly the benefit that Adesta can provide, having designed, constructed and managed countless municipal, state and government agencies' fiber projects over the years, including the existing private fiber network of Orland Park. We very much look forward to working with the Village of Orland Park on this new and exciting project.

If you have any questions regarding the enclosed RFP response, please contact me at 312.493.1996, or at katie.galvin@aus.com.

Sincerely,



Katie Galvin
Senior Account Manager

cc: Charles Bartoles, Midwest Regional Manager
Greg LaSala, Vice President, Telecom Operations
John Bradford, Vice President, Sales

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ATTACHMENTS

- Attachment A – Bid Bond
- Attachment B – Proposer Summary Sheet
- Attachment C – Certificate of Compliance Form
- Attachment D – References Form
- Attachment E – Insurance Requirements (and current Certificate of Insurance)
- Attachment F – Key Staff Resumes
- Attachment G – Project KMZ Overview (also see separate file: Orland Park Project.kmz)

1.0 EXECUTIVE SUMMARY

Adesta LLC provides fiber optic construction and implementation across the United States. A wholly owned subsidiary of Allied Universal®, Adesta plays a significant and successful part of Allied Universal's service portfolio. Allied Universal is a privately held company offering security guard services, security technology and infrastructure solutions. It is the third largest U.S. employer, seventh largest employer globally and has operations in over 90 countries.

An experienced telecommunications systems integrator, Adesta can provide turnkey design, construction, installation, operation and maintenance of large-scale private fiber optic networks, or any combination of those services. Our portfolio of successful projects stretches back thirty years forging long-term partnerships with vital U.S. infrastructure frameworks such as the NYS Thruway Authority (NYSTA), Illinois State Toll Highway Authority (ISTHA), Commonwealth Edison, and New Jersey Turnpike Authority (NJTA). Adesta also provides utility locating services and network monitoring. Typical clients include state and local governments, K-12 schools and higher education, large corporate campus environments and transportation agencies.

Our team of highly qualified engineers and project managers coordinates all aspects of a fiber build, from estimating and planning to engaging partners for conduit construction, cable placement, fiber splicing, testing and turnup. Post-implementation we provide break/fix and emergency support, along with day-to-day monitoring, maintenance, and operation. Projects range from long-haul, middle mile fiber networks to extend connectivity to new geographic areas, last mile fiber for campus networks and fiber to the tower, and deployments for IoT and intelligent transportation systems.

As part of G4S, Adesta was acquired by Allied Universal in 2021 and is operated under Allied Universal Technical Services (AUTS) which offers managed integrated security technology from electronic access control to thermal scanning to critical emergency communications. All divisions of Allied Universal frequently intersect and work in unison together to provide the most comprehensive security, manpower and mission critical infrastructure services in the United States and across the globe.

2.0 BID BOND
(Reference: RFP, Bond Requirements, Page 6)

Please see **Attachment A** herein for the Bid Bond document.

3.0 TECHNICAL PROPOSAL
(Reference: Exhibit A Project Specifications, Requirements, Page 3,
and RFP, Technical Proposal Requirements, Pages 6 and 7)

3.1 Description of Proposal

The scope of work described below is detailed to meet the scope of work entailed in the Request for Proposal and does not contain any deviations or assumptions.

Adesta will provide all labor and materials for the placement of duct, fiber, and fiber terminations from the hand hole (HH) located at the corner of West Ave and Ravina to the Police Training Facility (PTF) located on 163rd Place in Orland Park IL. The following listed methods and materials will be utilized.

One of the existing conduits owned by the Village of Orland Park (VOP) will be rodded to assure the pathway is free of obstructions and or damaged conduit and equipped with mule tape for the placement of three 1.25-inch HDPE conduits. This process will be performed from the HH located at the intersection of West Ave and Ravinia heading south to 159th Street, crossing 159th Street and heading West to the HH located at the corner of 159th Street and 104th Avenue. The total approximate distance is 4,785 feet. (If it is determined that an obstruction is preventing the placement of the three 1.25-inch HDPE, Adesta will contact the VOP to discuss solutions and a mutually agreed upon change request.) Once the conduit path has been cleared and equipped with mule tape, Adesta shall then place Three 1.25-inch HDPE conduits in the cleared pathway listed above.

The next phase will be the creation of a pathway from the HH located at the corner of 104th avenue to the corner of 104th Ave and 163rd Place and heading west down 163rd Place into a HH at the PTF to be provided by Adesta. The HH at the PTF will be placed approximately 180 feet west from the power utility easement and approximately 70 feet out from the PTF and into the basement of the PTF. Adesta shall place two 1.25-inch HDPE ducts and tracer wire. The total approximate footage is 4,480 feet.

A 24-count loose tube fiber will be placed from the HH at West Ave and Ravinia to the HH located at 159th & Ravinia with 50-foot slack coils placed in each HH. The fiber will continue west down 159th Street to a HH located at corner of 159th Street and 104th Ave where another 50-foot coil will be placed. The total approximate placement of fiber will be 4.935 feet.

A 12-count loose tube fiber Will be placed from the HH at 104th Ave and 159th Street to the Adesta proposed HH recommended to be placed at in the SW corner of 104th Ave and 163rd Place where a 50-foot maintenance coil will be placed and continue down 163rd Place to the HH located in front of the PTF and into the basement of the PTF where a 50-foot splice coil will be left. The total fiber placement footage is approximately 4,630 feet.

A rack mount LC Type 12 Fiber termination panel (FTP) containing a 200-foot tail will be placed inside the PTF. The tail of the FTP will be placed through the building to the entry point of the exterior 12-count fiber cable.

Adesta will provide an outdoor sealed splice case equipped with splicing trays and fusion splice and test two fibers from the existing VOP 24-count fiber into the newly placed 24-count fiber at the HH of West Ave and Ravinia. A second outdoor sealed splice case equipped with trays will be placed in the HH located at 159th Street and 104th Ave. Adesta will fusion splice and test two fibers at this location. A splice panel will be mounted in the basement of the PTF where the two fibers in the 12-Fiber cable will be spliced into the FTP tail will be fusion spliced and tested.

Option 1:

The following is a summation of work to be provided in Option 1. The scope of work listed below does not contain any deviations or assumptions and is detailed to meet the scope of work entailed in the request for proposal.

Adesta will provide all labor and materials for the placement of duct, fiber, and fiber terminations from the HH located at the corner of 104th Ave to the VOP Sportsplex located at 11351 W. 159th Street. All methods and procedures listed in the base project will be utilized in Option 1.

Rod and Rope existing VOP conduit starting in the HH at the corner of 104th Ave and 159th Street to HH at 159th Street and 113th Court. The length is approximately 6,150 feet. Three 1.25-inch ducts will be placed inside the existing VOP conduit system from the HH at 104th Ave and 159th Street along 159th Street heading west to a HH located at 159th Street and 113th Court.

Pathway will be created utilizing directional boring to place two 1.25-inch HDPE conduits and tracer wire from the HH located at 159th Street and 113th Ave heading approximately 50 feet west before turning south down the east side of 113th Court to the corner nearest the complex entrance behind the Q Restaurant approximately 285 feet. The duct will then head SW through the parking lot islands to the soft ground outside of the Sportsplex approximately 395 feet where a HH will be installed by Adesta before heading south into the building approximately 20 feet. Adesta to remove and restore the sidewalk section approximately 15-feet by 15-feet for the duct placement up to the building. Adesta will then core drill into the building approximately 30 inches above ground and place a 24-inch by 24-inch building-mounted pull box where the two 1.25-inch HDPE ducts and tracer wire will be terminated. The pull box will be placed on the structure with the bottom of the box being located approximately 24 inches above the grade. The total conduit installation is approximately 750 feet. If stitch boring is required, all pits will be in the parking lot islands.

A 12-count loose tube fiber cable will be placed with a splice loop starting the HH located at the Corner of 104th Ave and 159th Street to a HH located at the corner of 159th Street and 113th Court where a maintenance coil will be placed then continue into the interior of the Sportsplex where the fiber will enter the building from the building mounted pull box into an LB and 10 feet of EMT into the drop ceiling where a splice loop will be placed. The approximate total of 12-count fiber placement will be 7,100 feet.

Two fibers from the existing VOP 24-count fiber will be spliced into the new 24-count fiber placed by Adesta at the HH located at West Ave and South Ravinia. Two fibers from the 24-count fiber will be spliced into the 12-count fiber will be fusion spliced and tested into the splice case placed in the HH located at 104th AVE and 159th ST. A third splice will be performed in the drop ceiling of the Sportsplex where an indoor movable splice case and trays will be provided by Adesta. Two fibers from the exterior fiber will be spliced into a rack mount LC type fiber termination panel containing a 200-foot tail that will be pulled from the equipment room above the drop ceiling utilizing J hooks to be placed every 5 feet to the splice case placed above the drop ceiling where two fibers from the FTP tail will be fusion spliced into the exterior 12-count fiber. The splice case will be mounted so that the terminal may be removed and brought to the interior ground for splicing and maintenance.

3.2 Timeline

The timeline below is based on August 1, 2024 as the estimated construction start date. Changes to the task durations are not anticipated given an earlier or later start date.

Work to be Completed (Items listed in order of succession)	Estimated Time
Base Project Timeline	
Rod and rope duct on base project	2 Days
Pull three 1.25-inch duct into existing VOP Conduit	2 Days
Directional bore Pathway, placement of tracer wire along with two 1.25-inch Duct to be performed simultaneously, then placement of hand hole.	2 Days
Placement of 12 Fiber in 1.25-inch duct	1 Day
Restoral of ground Sidewalk and Parking lot island	3 Days
Placement of Splice Cases each splice location done separately in same day.	1 Day
Placement of rack mount FTP and placement of interior fiber in Police training facility	1 Day
Splicing of fibers and testing of Fibers	2 Days
End to End testing of all fibers from VOP Main frame to the Police Training Facility	1 Day
Option 1 Timeline	
Rod and rope duct on Option 1	2 Days
Pull three 1.25-inch duct into existing VOP Conduit	2 Days
Directional bore Pathway, placement of tracer wire along with two 1.25-inch Duct to be performed simultaneously then placement of hand hole.	2 Days
Placement of 12 Fiber in 1.25-inch duct	1 Day
Restoral of ground Sidewalk and Parking lot island	3 Days
Placement of Splice Cases performed separately in the same day	1 Day
Placement of rack mount FTP and placement of interior fiber in Sportsplex	1 Day
Splicing of fibers and testing of Fibers	2 Days
End to End testing of all fibers from VOP Main frame to the Police Training Facility	1 Day

3.3 Demarcation

Adesta acknowledges and will comply with the requirement to terminate service or infrastructure to an existing network closet inside of the designated locations.

3.4 Network Information – KMZ File

Please see **Attachment G** herein for the Orland Park Project KMZ overview. This is also included with our proposal as a separate file: Orland Park Project.kmz.

3.5 Delivery

Adesta acknowledges and will comply with the requirement for making necessary arrangements with the management of the building for delivery of equipment to the premises, in compliance with all building regulations.

3.6 Experience

Please see **Attachment D** herein for the completed References Form.

Experience and Project Examples

Adesta, a fully owned division of Allied Universal, is a systems integrator that has been providing and maintaining private fiber optic networks for 30+ years. Examples of our large-scale fiber projects in the State of Illinois include:

- **The Illinois State Toll Highway Authority (ISTHA)**
Adesta designed, built, and integrated a 276-mile fiber optic network for the authority. Because the authority's long-term plans required a broad range of computer and communications technologies, Adesta designed the network to support a host of applications. The network allows the authority to enhance communications and meet the needs of its I-Pass® program, which includes electronic toll collection, video enforcement, and a traffic information system. Additional benefits are lower communications costs and improved customer service. Because of a demand for more ducts, Adesta entered into a second contract with ISTHA for an additional 180-mile network known as the overbuild. Adesta continues to manage and make updates to the network today.
- **ComEd (Commonwealth Edison)**
Commonwealth Edison Company (ComEd) is the largest electric utility in Illinois, serving the Chicago and Northern Illinois area. Faced with growing bandwidth requirements and competition from independent power producers, ComEd hired Adesta to provide the design, engineering, and construction of a 630-mile fiber optic network, with a backbone that included additional dark fiber, to support future applications. The network enables ComEd to meet the internal demands for increasing voice, data, image, and video communications, and Adesta continues to manage the network today.

- **Village of Orland Park**

Adesta provided a complete solution for Village of Orland Park in 2017 to provide a dark fiber network for both the Village offices and the Consolidated High School District 230. Operating under the name G4S, Adesta provided the design, construction, implementation and turnup of a 10-location dark fiber buildout. Adesta continues to do as-needed maintenance on the Orland Park dark fiber to this day.

3.7 Operating History

Adesta has been operational since 1988, designing and deploying outside plant fiber networks, including existing conduit systems, new buried construction, and aerial construction. Throughout our history, we have deployed over two and a half million fiber miles in more than 200 metropolitan and rural areas for telecom carriers, independent telephone companies, healthcare systems, municipalities, utilities, and DOTs. Our local office has an experienced team of project managers, designers, technicians, administrative support, and subcontractors with the capability and capacity to complete this project.

The company was initially founded as Kiewit Network Technology which became MFS Network Technology and eventually Adesta LLC before being acquired by G4S in 2009. In 2017 G4S reestablished the Adesta name, as a wholly owned subsidiary, to maintain focus on its telecommunications business. In 2021 Allied Universal Services (AUS) of Irving, California acquired G4S globally. Adesta, now a subsidiary of Allied Universal Technology Services, the technology integration arm of AUS, remains focused on telecommunications systems design, construction, operations, and maintenance of dark fiber networks, and utility locating services. AUS has approximately 800,000 employees worldwide and revenues of about \$20B annually providing a solid stable financial footing to support Adesta.

3.8 Qualifications

Key Adesta staff members for the Village of Orland Park project are listed below. Please see **Attachment F** herein for their resumes.

Charles “Chuck” Bartoles, Regional Manager, Midwest Operations

charles.bartoles@aus.com 312.254.7031 direct phone

Chuck Bartoles is the Regional Director for Adesta's Midwest division. He manages a staff of 70 employees and subcontractors and is responsible for \$25 million in construction, engineering, and maintenance projects for several customers including ISTHA and ComEd, as well as all new construction projects. Prior to his time at Adesta, Chuck had retired from Verizon where he had a variety of management roles overseeing as many as 150 technicians, engineers and construction teams. He has vast experience in the areas of telecommunications technology and fiber construction.

Mike Olcese, Senior Project Manager

Michael.olcese@aus.com 630.297.9052 direct phone

Mike Olcese is a Project Manager for Adesta. With more than 26 years of related industry experience he has managed teams and projects around the mid-west and globally. He works with an internal team of fiber engineers and project managers to oversee client fiber engineering and construction projects. He supervises fiber splicing staff through design permitting and construction, and makes recommendations for alternative solutions to keep the builds on track and within budget. He is also responsible for project budgets and is a member of PMPI.

Jeff Croci, Construction Manager

jeff.croci@aus.com 630.828.1812 direct phone

Jeff Croci is a Construction Manager for Adesta's Midwest division. He joined the company in February 2023, after retiring from AT&T. He manages a team that maintains and grows long-term construction projects for our largest clients like ComEd and the IL Tollway, and he also provides estimates and overall management of new construction projects. Jeff has over 35 years of field experience, as well as managerial experience. This provides Jeff with the necessary skills to lead Adesta's team in building and maintaining fiber networks, an intricate part of Adesta's current and future growth goals. He takes pride in his ability to problem solve under pressure and time constraints. Additionally, Jeff's organizational skills and time management ensure scheduled jobs are completed in a timely manner. His communication with peers, technicians, and customers makes him a valuable team member.

3.9 Proposed Fee

Please see **Attachment B** - Proposer Summary Sheet, herein for the Base Bid and Alternate Bid One pricing. Itemization can be provided upon advancement in the RFP process, if requested.

4.0 REQUIRED FORMS

(Reference: RFP, Required Forms, Page 7)

Please see the completed required forms attached herein as listed below:

Attachment B – Proposer Summary Sheet

Attachment C – Certificate of Compliance Form

Attachment D – References Form

Attachment E – Insurance Requirements (and current Certificate of Insurance)

5.0 AGREEMENT MODIFICATION

(Reference: Terms and Conditions Sample Agreement)

Adesta has reviewed the Orland Park Terms and Conditions Sample Agreement and respectfully requests the addition of the following language.

Agreement Section 14 Indemnity, add:

G. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL CUMULATIVE LIABILITY OF CONTRACTOR, AND VILLAGE'S EXCLUSIVE REMEDY IN LAW AND EQUITY OR OTHERWISE FOR ALL CLAIMS, LOSSES, DAMAGES, AND EXPENSES RESULTING IN ANY WAY FROM THE PERFORMANCE OF THIS AGREEMENT, SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED BY CONTRACTOR FROM VILLAGE UNDER THIS AGREEMENT

ATTACHMENT A

BID BOND

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that Adesta, LLC as Principal, and Berkley Insurance Company, 412 Mount Kemble Avenue, Suite 310N, Morristown, NJ 07960, a corporation duly organized under the laws of the State of Delaware and licensed to transact business in the State of Illinois, as Surety, are held and firmly bound unto Village of Orland Park as Obligee, in the sum of Ten Percent of the Total Amount Bid.

(10 %) of the enclosed bid, for payment of which sum well and truly to be made, the Principal and the Surety, bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #24-035 Fiber Build to Police Training Facility

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March, 2024

By: Adesta LLC

Berkley Insurance Company (seal)

By: Christina Rogers
Christina Rogers, Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

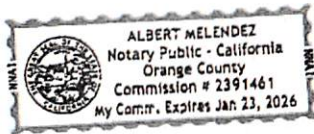
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

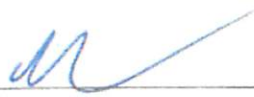
On MAR 08 2024, before me, Albert Melendez, Notary Public,
personally appeared Christina Rogers

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same
in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument
the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE 

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

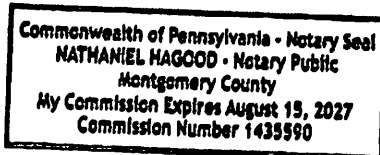
Signer(s) Other than Named Above: _____

PENNSYLVANIA INDIVIDUAL ACKNOWLEDGMENT

State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 3/12/2024 by David Buckman
Date Name(s) of Individual(s)




Signature of Notarial Officer

Nathaniel Hagood
Printed Name of Notarial Officer

Notary Public
Title of Office

My Commission Expires: August 15, 2027

Place Official Stamp/Notary Seal Above

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Erik Johansson; Melissa Lopez; Christina Rogers; Albert Melendez; or Joaquin Perez of Baldwin Krystyn Sherman Partners, LLC, BKS-Partners dba Performance Bonding Surety & Insurance Brokerage of Tustin, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of October, 2022.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 17th day of October, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 8th day of March, 2024.

Vincent P. Forte
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

ATTACHMENT B

PROPOSER SUMMARY SHEET

PROPOSER SUMMARY SHEET
RFP 24-035
Fiber Build to Police Training Facility

Business Name: Adesta LLC
Street Address: 200 Bloomingdale Road, Suite 245
City, State, Zip: Glendale Heights, IL 60139
Contact Name: Charles Bartoles
Title: Midwest Regional Manager
Phone: 312-254-7031 Fax: _____
E-Mail address: charles.bartoles@aus.com

Price Proposal

BASE BID	\$	<u>144,677.36</u>
ALTERNATE BID ONE	\$	<u>104,097.57</u>
GRAND TOTAL PROPOSAL PRICE	\$	<u>248,774.93</u>

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Charles Bartoles
Signature of Authorized Signee: 
Title: Midwest Regional Manager Date: March 27, 2024

ATTACHMENT C

CERTIFICATE OF COMPLIANCE FORM

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

Proposals shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposals is not responsible.

The undersigned Charles Bartoles,
(Enter Name of Person Making Certification)

as Midwest Regional Manager
(Enter Title of Person Making Certification)

and on behalf of Adesta LLC
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes [x] No []

Federal Employer I.D. #: 35-2434716
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

☐ Sole Proprietor
☐ Independent Contractor (Individual)
☐ Partnership
☒ LLC
☐ Corporation Delaware 2017
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq.

Minority-Owned [] Small Business [] ([SBA standards](#))
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [x]
Disabled-Owned []

How are you certifying? Certificates Attached [] Self-Certifying [] (Not Applicable) x

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [] Small Business [] ([SBA standards](#))
Women-Owned [] Prefer not to disclose []
Veteran-Owned [] Not Applicable [x]
Disabled-Owned []

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [x] No []

The Proposer is authorized to do business in the State of Illinois.

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes [x] No []

The Proposer is eligible to enter into public contracts, and 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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [x] No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [x] No []

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer'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 the Proposer 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.

7) **PREVAILING WAGE COMPLIANCE:** Yes ☒ No ☐

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Proposer 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for

the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [] No [x]

Proposer participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: Not applicable

Brief Description of Program: _____

9) **TAX COMPLIANT:** Yes [x] No []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate 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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all

utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Charles Bartoles

Name of Authorized Officer

Midwest Regional Manager

Title

March 27, 2024

Date

ATTACHMENT D

REFERENCES FORM

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: Adesta LLC

(Enter Name of Business Organization)

- | | |
|-----------------|--|
| 1. ORGANIZATION | <u>The Illinois State Toll Highway Authority (ISHTA)</u> |
| ADDRESS | <u>2700 Ogden Ave. Downers Grove IL</u> |
| PHONE NUMBER | <u>630.241.6800 x3916</u> |
| CONTACT PERSON | <u>John Lussow, Executive Project Manager</u> |
| YEAR OF PROJECT | <u>1995 to present</u> |
| | |
| 2. ORGANIZATION | <u>ComEd (Commonwealth Edison)</u> |
| ADDRESS | <u>10 S. Dearborn St. Chicago IL</u> |
| PHONE NUMBER | <u>779.231.1101</u> |
| CONTACT PERSON | <u>Michael Gaik, Manager, Transport Operations</u> |
| YEAR OF PROJECT | <u>2021 to present</u> |
| | |
| 3. ORGANIZATION | <u>Five College Consortium</u> |
| ADDRESS | <u>97 Spring St. Amherst MA</u> |
| PHONE NUMBER | <u>413.542.4014</u> |
| CONTACT PERSON | <u>Tom Brennan, Director of IT</u> |
| YEAR OF PROJECT | <u>2006 to present</u> |

ATTACHMENT E

**INSURANCE REQUIREMENTS
AND
CURRENT CERTIFICATE OF INSURANCE**



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☒ LIABILITY UMBRELLA (Follow Form Policy)
☒ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate
☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
☐ Other: _____

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☒ PROFESSIONAL LIABILITY
☒ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

☐ BUILDERS RISK

Completed Property Full Replacement Cost Limits – Structures under construction

☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

☐ CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required

9/9/22

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 27th DAY OF March, 2024



Signature

Charles Bartoles - Midwest Regional Manager

Printed Name & Title

Authorized to execute agreements for:

Adesta LLC

Name of Company

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Or _____ :	Location s Of Covered O erations
Information re uired to com lete this Schedule, f:ttpfshown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is' rn,naed to include as an additional insure,d_1be person(s) or organization(s) shown in the {Sc gute, ,but only with respect to liability for "bodlly_1njury"i "property damage" or "personal and ady r\$sing injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person (s) Or Organization(s)

Information required to complete this Schedule - if not shown above, will be shown in the Declarations.

A'

Section II - Who Is An Insured: is permitted to include as an additional insured the person(s) or organization(s) shown in the Schedule. In addition, with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

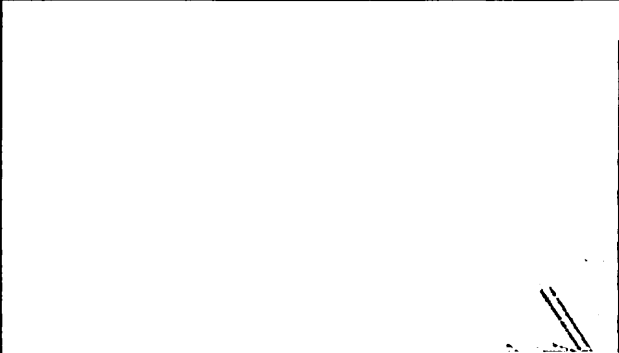
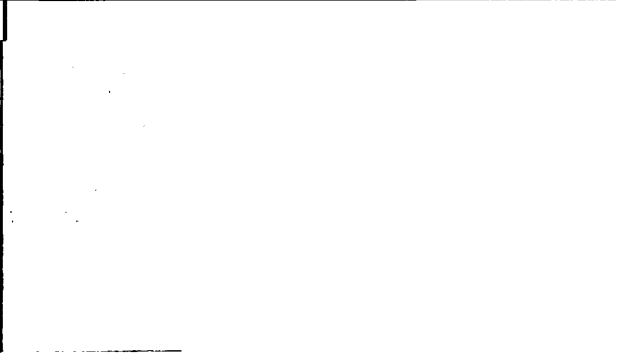
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
CN118025105-AUTS-GAWUC-24-	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Allied World Surplus Lines Insurance Company</td><td>24319</td></tr><tr><td>INSURER B : Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER D : XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER E : National Union Fire Insurance Co.</td><td>19445</td></tr><tr><td>INSURER F : AIG Specialty Insurance Company</td><td>26883</td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Surplus Lines Insurance Company	24319	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Insurance America, Inc.	24554	INSURER D : XL Specialty Insurance Company	37885	INSURER E : National Union Fire Insurance Co.	19445	INSURER F : AIG Specialty Insurance Company	26883
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INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248															

COVERAGES **CERTIFICATE NUMBER:** CLE-006993493-15 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	5200-2784-04	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 OTHER: \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	RAD943781807	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X	X	5201-1081-04	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	RWD300120308 (AOS) RWR300120408 (WI) RWE943548208 (CA)	01/01/2024 01/01/2024 01/01/2024	01/01/2025 01/01/2025 01/01/2025	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Employee Dishonesty			03-824-02-02	08/15/2023	08/15/2024	PER CLAIM \$ 5,000,000
F	Network & Cyber Liability			016024806	10/29/2023	10/29/2024	PER CLAIM/AGG \$ 10,000,000

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

ADDITIONAL INSURED:

Village of Orland Park

CERTIFICATE HOLDER

Village of Orland Park
Attn: Purchasing & Contract Administrator
14700 S. Ravinia Avenue

Orland Park, IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA LLC		NAMED INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Crime Liability

Carrier: XL Specialty Insurance
 Policy #: ELU 192003-23
 Policy Term: 8/15/2023 - 8/15/2024
 Limit: \$5,000,000 xs \$5,000,000

Contractors Pollution Liability

Carrier: Commerce and Industry Insurance Company
 Policy #: CPO13303734
 Policy Term: 01/01/2024 - 01/01/2025
 Limit: \$5,000,000

Professional Liability

Carrier: Allied World Surplus Lines Insurance Company
 Policy #: 5200-2784-04
 Policy Term: 01/01/2024 - 01/01/2025
 Limit:
 \$1,000,000 Each Occurrence
 \$5,000,000 Aggregate

Excess Professional Liability

Carrier: Allied World Surplus Lines Insurance Company
 Policy #: 5201-1081-04
 Policy Term: 01/01/2024 - 01/01/2025
 Limit:
 \$10,000,000 Each Occurrence
 \$10,000,000 Aggregate
 Follows Primary Professional

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement in favor of the certificate holders, certificate holders are additional insured as further outlined below. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Blanket Waiver of Subrogation applies to all insurance plans listed as required by written contract. General Liability includes Professional Liability, per policy terms and conditions.

The Allied World Excess Liability policy 5201-1081-04 follows the Allied World General Liability policy 5200-2784-04. The Indemnity Ins. Co. of North America Excess liability policy XSM G72500027-004 follows the Greenwich Ins. Co. Automobile policy RAD943781807, the XL Ins. America Employers Liability policies RWD300120308 (AOS) and RWR300120408 (WI) and XL Specialty Ins. Co. Excess Employers Liability policy RWE943548208 (CA, OH)

RE: Project Name: Design and Construction Agreement.

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are included as Additional Insured in accordance with the

AGENCY CUSTOMER ID: CN118025105

LOC #: Philadelphia

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 3

AGENCY Marsh USA LLC		NAMED INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of The Village of Orland Park, and their respective officers, trustees, directors, employees and agents in accordance with the policy provisions of the General Liability and Workers Compensation policies.

Insurance Company: Allied World Surplus Lines Insurance Co. **Policy No.** 5200-2784-04

SCHEDULE – NAMED INSURED(S)

Named Insured: ALLIED UNIVERSAL TOPCO, LLC DBA T/A ALLIED UNIVERSAL TECHNOLOGY SERVICES

Effective Date: 1/1/2024

12:01 a.m., Standard Time

Name of Agent: The Mechanic Group

Agent No.

ALLIED UNIVERSAL TOPCO, LLC (FIRST NAMED INSURED)
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS INTERMEDIATE LLC
SECURADYNE SYSTEMS INTERMEDIATE LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS TEXAS LLC
SECURADYNE SYSTEMS TEXAS LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
SFI ELECTRONICS, LLC, DBA UNIVERSAL PROTECTION SECURITY SYSTEMS
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
UNIVERSAL THRIVE TECHNOLOGIES, LLC
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL MONITORING AND RESPONSE CENTER
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA THRIVE INTELLIGENCE
UNIVERSAL PROTECTION
ADVENT SYSTEMS, LLC DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S TECHNOLOGY HOLDINGS (USA) INC.
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC, ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S SECURE INTEGRATION LLC
G4S SECURE INTEGRATION LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
ADESTA LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

- 1. You, while using a covered "auto"; or**
- 2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;**

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC
Endorsement Effective Date: January 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that: (1) such contract or agreement was executed prior to an "occurrence", loss, injury or damage; and (2) the contract or agreement requires that the owner, lessee, or contractor be named as an additional insured on form CG 20 10 07 04 specifically. To remove all doubt, unless a written contract or agreement expressly requires use of form 20 10 07 04, this form does not apply.	All locations where the insured performs services for the additional insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: 5200-2784-04
ID Code:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket – As required by written contract or agreement	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

Policy No: 5200-2784-04

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024

Policy No. RWD3001203-08

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)

ATTACHMENT F

KEY STAFF RESUMES

QUALIFICATION PROFILE:

- Consistent operational excellence.
- Timely project completion and delivery of contractual scope.
- Attention to detail for proper project planning, scheduling, and execution.
- Hands-on team coach.
- Consistent performance award winner based upon achievements in process improvement, design implementation, inventory control, and emergency management.

EDUCATION:

Master of Science:
Organizational Leadership
Geneva College

Bachelor of Science:
Human Resources Management
Geneva College

EXPERIENCE:

ADESTA LLC

Regional Manager, Midwest Region | April 2021–Present

Manage a staff of 70 employees and subcontractors, responsible for \$25 million in construction, engineering, and maintenance projects for several customers including ISTHA and ComEd. Ultimately responsible for all telecommunication projects in the Midwest region for cost, schedule, and contract compliance. Interact with senior management to develop strategic plans, annual budgets, and forecasts for the region. Oversee employee development, keep projects on schedule, and ensure the work is completed to the customer's needs. Prepare quotes for new projects and track the progress of current projects. Assure that staff and subcontractors adhere to Company's and OSHA safety regulations.

CONVERGINT TECHNOLOGIES

Operations Supervisor | October 2019–March 2021

Oversee the P & L Statement, managed large teams of people including Project Managers, Project Coordinators, Field team Leads and technicians on all elements of work execution on systems integrations projects. Provide great customer service, maintain customer relations and communications before, during and post project completion. Control project costs, subcontracts, certificate of insurance, manpower, planning and scheduling, preparation of invoices, material procurement, and collections. Review booking packages for correctness, assigns projects to a project manager or project coordinator and provide project folder. Serve as Program Manager for two national accounts simultaneously while maintaining other job functions and successfully achieving high levels of customer satisfaction and service.

Proactively communicate project schedules, change proposals, and related project activities with customers. Communicates project requirements to project team and wider organization. Implement operations strategies to improve on installation and service delivery.

Responsible for the administration of jobsite operations which includes estimating, pricing, quoting, order processing, procurement, payroll processing, billings and or collections. Utilize financial systems to review actual vs estimated contract costs and provide accurate and timely financial reports. Maintain accurate and up to date job cost records, master project folders as well as processing internal and external reports.

DAN HELKOWSKI INSURANCE

Communication Systems Consultant | May 2018–October 2019

Assist the Helkowski Insurance Agency transform communications systems to independently owned and managed networks. Consulting in communication channels assisting with computer networks, phone systems, data, web domain, email, and security network. Established a reference manual for all communication channels. Giving the agency a single point of reference for their now independently owned web page, email, data network, phone system and security. Assist office in day-to-day operations and make suggestions for efficiency and cost improvement.

VERIZON COMMUNICATIONS**Operations Manager, Network Operations | 2004–December 2018**

Interface with customers make recommendations through technical consultation on service upgrades for better customer experience. Serve as subject matter expert when dealing as the liaison between the customer, sales teams, and engineering. Utilized network to ensure proper services are used to meet customer's needs. Monitored maintenance workload and oversaw maintenance technicians. Handled customer questions and interfaced with multiple departments on the delivery, provisioning, and Configuration, of services. Monitored protocols to ensure proper service delivery. Address customer technical questions. Assist engineering with planning design and implementation of products and services for customers. Partner with sales and marketing teams to have a cooperative relationship and foster a relationship of good communication and assist in expanding customer base. Maintain project folders, maintain proper budget resourcefulness, scheduled all projects and oversight of each project through completion.

Supervise 25-150 union technicians on 16-24 simultaneous projects and manage \$50k-5m budgets. Lead project and resource scheduling and material procurement. Oversee non-union sub-contract labor and manage daily operations, including building & employee safety. Communicate project scope to work teams and update multiple organizations on project progress. Worked with Sales and Engineering in providing customers with desired services and products. Oversaw fleet maintenance and vehicle inspections for cleanliness, tools, and inventory.

Field Technician Supervision for both Construction and Maintenance for the installation and maintenance services. Scheduled all turn up, testing and provisioning of all projects. Maintained, prioritized, and scheduled all construction projects. Maintained both internal in and external customer communications on all construction and maintenance projects. Resolved customer issues through service upgrades and recommendations.

Executed all Engineering work orders and monitored materials and spending on each project. Established and maintained all Key Performance Indicators and established plans of action to assure key metrics are met. Monitored inventory levels of key materials to ensure project completion and maintenance requirements are met. Order materials and supplies. Post project completion support to end users to ensure proper network performance.

Employee Safety training and inspections performed quality inspections to ensure standards and job specifications are met. Scheduled and arranged for all employee technical training. Provided all communications and project updates to internal and external customers and well as monitor and control all budget spending and reporting. Supervised all placement of facilities, Aerial, underground, direct buried, and boring. Made recommendations for pathway completions and oversaw execution of plans. Supervised contract labor on projects inspected work to ensure scope of project and work requirements were met. Contractor invoicing and contract negotiations.

Network Engineer | 2000–2004

Interfaced with customers, designed, and prepared detailed work plans and prints for all Outside Plant Construction. Designed outside plant based on customer needs and developing trends in the industry. Developed projects for the deployment and maintenance of network. Collaborated directly with operations counterpart on network design. Implemented project budget based upon scope of work to be performed. Created estimates and facilitated projects. Review all permits, right of way, easements, and negations for project completions. Track and follow projects and issues and taking corrective action. Communicate and escalate any contractual, technical issues and scheduling requirements. Reporting of project status. Site Preparation establish work schedules and check for adherence to project requirements.

Worked with Network Operations and sales teams to provide services and products to customers. Made recommendations on services and worked with sales and marketing to assist customers in getting desired level of service requested. Interfaced with customers on acquiring and upgrading services.

QUALIFICATION PROFILE:

- More than 26 years of related industry experience.
- Senior Project Manager with experience managing teams and projects around the mid-west and globally.
- Innovative hands-on ability to schedule, lead, motivate, train and coordinate teams and projects.
- Member of PMPI.

EDUCATION:

AAS in Electronics and Computer Technology
DeVry University

PROFESSIONAL TRAINING AND CERTIFICATIONS:

- Fiber Optic Connections Certified
- EXFO Fiber testing & reading traces
- Anritsu Sweep Test Certified
- Nicor Fire School - Petroleum and natural gas completed as Expert
- DOT Driver Qualification for Commercial Motor Vehicle Operators
- Base Transceiver Operations
- CDMA Motorola Overview Training
- T1 Network Troubleshooting
- Emergency Medical Technician
- CTA Rail Safety Certified

EXPERIENCE:

ADESTA

Senior Project Manager | March 2023–Present

- Work independently and with an internal team of fiber engineers and project managers to oversee client fiber engineering and construction projects.
- Supervise fiber splicing staff through design permitting and construction, making recommendations for alternative solutions to keep the build on track and within budget.
- Responsible for project budgets.
- Manage client Third Party customers for the Illinois Tollway and their fiber construction.
- Set up and manage weekly calls with team members.
- Work cross functionally with different departments to schedule designs and walkouts.
- Work with engineers to resolve field issues to make sure the designs and construction are on track.
- Manage relationships between Vendor and internal customer to get projects completed on track and on budget.
- Manage permitting associated with client projects.
- Follow up on project progress and risks to be resolved.
- Answer customer questions about third party construction issues.
- Facilitate meetings with clients regarding fiber projects.

CONTRACTOR – WORKING AT VERIZON

Project Manager | May 2022–March 2023

- Work independently and with an internal team of fiber engineers and project managers to oversee vendor engineering and construction.
- Supervise vendors through design permitting and construction, making recommendations for alternative solutions to keep the build on track and within budget.
- Complete weekly lists and updates tracking project progress.
- Manage and drive vendors projects to ensure deadlines are met on time.
- Set up and manage weekly calls with different vendors reviewing projects, their progress, and challenges.
- Work cross functionally with different departments to schedule designs and walkouts.
- Work with engineers to resolve field issues to make sure the designs and construction are on track, if the project milestones are pushed out, work with the team to find solutions to bring them back in.
- Manage relationships between Vendor and internal customer to get projects completed on track and on budget.
- Support the permitting team with difficult permitting issues.
- Track and follow up on project progress and risks to be resolved.
- Set up JULIE training to get our designs through Municipalities more quickly.

UCC INC

Senior Project Manager | September 2021–June 2022

- Oversee the field services teams to build partnerships and relationships with customers, municipalities, vendors and utilities.
- Complete reports and tracked project progress.
- Responsible for collections from customer Accounts.
- Track crew progress.
- Open and track dig tickets.
- Map designs and walkouts.
- Flag new routes in the field for locator to paint underground facilities in our fiber build path for our drill teams.
- Hire and interview candidates.
- Bid on projects.
- Perform Field work QC.
- Manage relationships between Sales and Operations to ensure the best delivery date possible for the customer.
- Support the permitting team with difficult permitting issues.

EVERSTREAM

Director of Field Services | February 2020–September 2021

- Oversee the field services teams to build partnerships and relationships with municipalities, vendors, and utilities.
- Responsible for Illinois Market 100% Greenfield build of 1200 miles of aerial and underground fiber. 1.3M feet of construction completed in my time there.
- Create strong OSP and ISP teams.
- Manage relationships between Sales and Operations to ensure the best estimated delivery date for the customer.
- Manage municipality roadblocks; work with real estate and legal teams overseeing centerline and easement issues and their resolutions.
- Support the permitting team with difficult permitting issues.
- Manage to established budgets (2020-\$25M and 2021-\$18M), not exceeding them through managed builds.

CBRE

Technical Project Manager | April 2018–February 2019

- Manage telecom portions of large datacenter builds globally for a large internet company.
- Responsible for developing Project Charter, identifying stakeholders, identifying SOW, and creating the WBS.
- Direct and manage the project work including developing and monitoring the projects throughout the PLC.
- Oversee project milestones, provide project deliverables, work with team and CCB's, Control costs, resources, create risk assessments, mitigate and monitor risks, create slide presentations for those deliverables, monitor and collaborate on budgets providing quality assurance through interworking with internal and external teams to achieve the design of the telecom projects internal to those data centers.

EXTENET SYSTEMS

Senior Project Manager | December 2014–March 2018

- Responsible for construction on customer sites in the Cities of St. Louis MO, Highland Park IL, Lake Forest IL, Madison, Green Bay, Sheboygan, WI, Cedar Rapids, West Wind, IA, including on-site and off-site management and coordination of contractors, utility crews, OEM installers and customer representatives.
- Ensure all work is conducted in accordance with customer policies and procedures in support of customer objectives.
- Ensure projects completed per mutually agreed schedule. Ensure regular trips to sites during construction including bid walk, pre-con walk, in progress site visits, punch-walk and construction closeout.
- Interact with Streets and Sanitation, STL Municipality, Ameren Power & Com Ed Power companies. Work with MDOT representatives to schedule builds, confirm permitting and ROW Permitting.
- Ensure Project Coordinator is updated daily on the status of construction and aware of any issues that will impact project cost, quality or completion.
- Ensure all work is completed in accordance with customer construction standards, processes, and procedures.
- Ensure accurate and complete files are maintained for projects and appropriate closeout documents.

CROWN CASTLE

Construction Manager/Project Manager | April 2014–December 2014

- Responsible for all aspects of construction on customer sites in the City of Chicago
- On-site management and coordination of contractors, utility crews, OEM installers and customer representatives.
- Represent customer as the expert on construction issues relating to construction of DAS node site and infrastructure installation, co-locations, and modifications.
- Ensure all work is conducted in accordance with customer policies and procedures in support of customer objectives.
- Ensure projects are completed per mutually agreed upon customer timeline. Ensure Manager and customers are aware of issues that will impact project completion or cost. Ensure all work is conducted in accordance with customer policies and procedures in support of customer objectives.
- Maintain accurate and complete files for projects and appropriate closeout documents.
- Make regular trips to sites during construction including bid walk, pre-con walk, in progress site visits, punch-walk and construction closeout.
- Interact with DEO and CDOT representatives to schedule builds, confirm permitting and build formidable relationships.
- Ensure Project Manager is updated daily on the status of construction and aware of any issues that will impact project cost, quality or completion.

CONNECTIVITY WIRELESS SOLUTIONS October 2011 –April 2014

Construction Manager | October 2011–September 2012

Field Operations Supervisor, Mid-West | October 2012–April 2014

- Ensure the Project Foremen are managing project budgets and schedules to meet planned targets.
- Foster a work environment that results in positive employee satisfaction scores.
- Complete all documentation needed for proposals.
- Schedule project start/stop dates and assign appropriate manpower to meet project needs.
- Ensure professionalism is maintained by the installation team at all times including adhering to the Connectivity Wireless dress code.
- Adjusting each project's installation plan as necessary, to ensure a project's budget and deadlines.
- Routinely inspect DAS installations to ensure Connectivity Wireless installation standards are being consistently upheld.
- Ensure the field installation team is receiving the proper training and coaching to advance within the Connectivity Wireless Technician career path program.
- Manage overtime percentage to meet company objectives.
- Evenly distribute projects to the workforce to ensure all technicians are adequately utilized.
- Ensure that timesheets and expense reports are submitted and approved by the required due dates.
- Project Manager's go to person on all aspects of implementation of the projects assigned.
- Schedule and direct regular meetings with team to provide overall job progress and to promote job efficiencies.
- Responsible for the communications needed for all construction related issues
- Enforce safety measures and all company safety regulations including required OSHA standards.
- Oversee budget, technicians or IBP direction, SLA and other project direct project requirements.
- Currently overseeing the design and construction of several multi-million-dollar projects, installing DAS Equipment.
- Assist Project Manager in technically qualifying contractors or IBPs.
- Assist in the planning and obtaining information needed for proposals, materials requirements, permits, etc.

NICOR GAS COMPANY

SCADA Specialist III, Level Four Management | August 2009–July 2011

- Project management of contractors and the development of equipment and station devices.
- Work on (SCADA) Supervisory Control and Data Acquisition computer equipment, tying together transmission and logging devices to coordinate their communication back to the SCADA mainframe.
- Repair 170 to 175 MHz VHF band Integra TR Data Radios.
- Install, wire, test, repair, calibrate and program ROC 809 PLC's, Daniels, and Bristol controllers monitoring gas flow, temperatures, and pressures.
- Replace, calibrate, and repair pipeline and gas pressure and temperature monitor transmitters.

NU-WAY INDUSTRIES

Quality Control Technician | May 2010–June 2011 (2nd shift)

- Complete quality control checks on Telco cabinets for Emerson, AT&T and Verizon.
- Complete QC checks consisting of checking all electrical AC 110V/220V and -48V DC cabinet wiring including GFI circuit breakers, all grounding and bonding issues, all alarms, controllers, fans, heating modules, checking for surface damage, and any mechanical damage obtained during manufacturing. Correct and repair any electronic issues found.

SPRINT / NEXTEL COMMUNICATIONS January 1998–October 2008

Field Operations / RF Engineering / Field Technician / Group Lead / RF Technician

- Project Lead for the Series and fiber DAS project for the North Zone in Chicago, including Northwestern University, Motorola, and Highland Park.
- First Technician to install laser T1 for cell site at O'Hare international Airport with laser transmitting across parking lot to international terminal.
- One of the first in Chicago to successfully download and drive test EVDO REV A cards into Motorola and Lucent CDMA cell sites.
- Attended the Special Events Taste of Chicago; Deployment of COW's and Radio-frame Network Systems supporting Chicago.
- Served as primary point of contact for the North Zone Site integrations & Modifications for seven-year period in the Chicago market, managing contractors and overseeing site development and modifications; Contractors include: Deerfield Construction, Black and Veatch, O'Hare Airport Hilton Engineers, Imperial Crane, SBC, Ameritech, Climatemp, and Gatewood Crane.

QUALIFICATION PROFILE:

- Over 35 years of related field and managerial experience.
- Exceptional organizational and time management skills.

EDUCATION:

York High School, Elmhurst, IL

EXPERIENCE:

ADESTA

Construction Manager | February 2023 – Present

Interpret architectural, engineering, utility right-of-way and grip maps, underground utility records, railroad validation maps and drawings, and make recommendations for placing system running lines and/or equipment. Understand, participate in and direct the engineering, permitting, and construction processes to support the requirements of the project contract and coordinate a team effort. Communicate effectively to direct reports the permitting requirements and issues to be resolved. Provide guidance and proper instructions to OSP/ISP/security project personnel for planning, scheduling, and close out of projects. Ensure documentation is properly prepared for subsequent turnover to the owner. Actively participate in scheduling and building access meetings (intra-company) and meetings with municipalities and governmental permitting officials to coordinate and manage the project schedule. Using company accounting techniques, maintain supervision over requisitioning of permanent materials and subcontracting for labor to remain within budget constraints, as well as accounting for own and subcontractor's work at any phase of construction or installation.

AT&T

Construction Manager | February 1988 – December 2022

- Managed crew of twelve cable splicing technicians
- Managed and oversaw job projects completed properly with quality in a timely fashion within budget for external and internal customers.
 - Legal-mandate jobs, Light-gig Overbuild projects, Mobility project, Fiber to the Business, Inter-Office Fiber Backbone Build
- Coordinate with AT&T contractors
- Provided problem-solving solutions for job projects with Planning and Engineering departments.
- Provided cable repair assistance on damaged outside plant facilities.
- Provided mentoring and training

ATTACHMENT G

PROJECT KMZ OVERVIEW

(also see separate file: Orland Park Project.kmz)

Orland Park Ravinia to the Police Training facility and Sportsplex KMZ Overview



WE ARE
**AGILE,
RELIABLE
AND
INNOVATIVE.**

OUR
CARING
CULTURE PUTS
PEOPLE AND
SAFETY
FIRST.

WE
DELIVER THROUGH
TEAMWORK
AND ALWAYS
ACT WITH
INTEGRITY.

– END OF RESPONSE –

ATTACHMENT E

**INSURANCE REQUIREMENTS
AND
CURRENT CERTIFICATE OF INSURANCE**



ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: (not applicable for Goods Only)
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☒ LIABILITY UMBRELLA (Follow Form Policy)
☒ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate
☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
☐ Other: _____

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☒ PROFESSIONAL LIABILITY
☒ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

☐ BUILDERS RISK
Completed Property Full Replacement Cost Limits – Structures under construction

☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY
\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

☐ CYBER LIABILITY
\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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." The required

9/9/22

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. 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. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 27th DAY OF March, 2024



Signature

Charles Bartoles - Midwest Regional Manager

Printed Name & Title

Authorized to execute agreements for:

Adesta LLC

Name of Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2024

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA LLC 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN118025105-AUTS-GAWUC-24-	INSURER(S) AFFORDING COVERAGE INSURER A : Allied World Surplus Lines Insurance Company INSURER B : Greenwich Insurance Company INSURER C : XL Insurance America, Inc. INSURER D : XL Specialty Insurance Company INSURER E : National Union Fire Insurance Co. INSURER F : AIG Specialty Insurance Company
INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248	NAIC # 24319 22322 24554 37885 19445 26883

COVERAGES **CERTIFICATE NUMBER:** CLE-006993493-15 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	5200-2784-04	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	RAD943781807	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	5201-1081-04	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	RWD300120308 (AOS) RWR300120408 (WI) RWE943548208 (CA)	01/01/2024 01/01/2024 01/01/2024	01/01/2025 01/01/2025 01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Crime - Employee Dishonesty			03-824-02-02	08/15/2023	08/15/2024	PER CLAIM 5,000,000
F	Network & Cyber Liability			016024806	10/29/2023	10/29/2024	PER CLAIM/AGG 10,000,000

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

ADDITIONAL INSURED:

Village of Orland Park

CERTIFICATE HOLDER

Village of Orland Park
Attn: Purchasing & Contract Administrator
14700 S. Ravinia Avenue

Orland Park, IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA LLC		NAMED INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Crime Liability

Carrier: XL Specialty Insurance
Policy #: ELU 192003-23
Policy Term: 8/15/2023 - 8/15/2024
Limit: \$5,000,000 xs \$5,000,000

Contractors Pollution Liability

Carrier: Commerce and Industry Insurance Company
Policy #: CPO13303734
Policy Term: 01/01/2024 - 01/01/2025
Limit: \$5,000,000

Professional Liability

Carrier: Allied World Surplus Lines Insurance Company
Policy #: 5200-2784-04
Policy Term: 01/01/2024 - 01/01/2025
Limit:
\$1,000,000 Each Occurrence
\$5,000,000 Aggregate

Excess Professional Liability

Carrier: Allied World Surplus Lines Insurance Company
Policy #: 5201-1081-04
Policy Term: 01/01/2024 - 01/01/2025
Limit:
\$10,000,000 Each Occurrence
\$10,000,000 Aggregate
Follows Primary Professional

Subject to a signed and dated written contract or written agreement that includes an additional insured requirement in favor of the certificate holders, certificate holders are additional insured as further outlined below. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Blanket Waiver of Subrogation applies to all insurance plans listed as required by written contract. General Liability includes Professional Liability, per policy terms and conditions.

The Allied World Excess Liability policy 5201-1081-04 follows the Allied World General Liability policy 5200-2784-04. The Indemnity Ins. Co. of North America Excess liability policy XSM G72500027-004 follows the Greenwich Ins. Co. Automobile policy RAD943781807, the XL Ins. America Employers Liability policies RWD300120308 (AOS) and RWR300120408 (WI) and XL Specialty Ins. Co. Excess Employers Liability policy RWE943548208 (CA, OH)

RE: Project Name: Design and Construction Agreement.

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are included as Additional Insured in accordance with the

AGENCY CUSTOMER ID: CN118025105LOC #: Philadelphia**ADDITIONAL REMARKS SCHEDULE**Page 3 of 3

AGENCY Marsh USA LLC		NAMED INSURED Allied Universal Topco, LLC dba T/A Allied Universal Technology Services Tollway Towers North 15770 Dallas Pkwy, Suite 500 Dallas, TX 75248
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

policy provisions of the General Liability and Automobile Liability policies. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of The Village of Orland Park, and their respective officers, trustees, directors, employees and agents in accordance with the policy provisions of the General Liability and Workers Compensation policies.

Insurance Company: Allied World Surplus Lines Insurance Co. **Policy No.** 5200-2784-04

SCHEDULE – NAMED INSURED(S)

Named Insured: ALLIED UNIVERSAL TOPCO, LLC DBA T/A ALLIED UNIVERSAL TECHNOLOGY SERVICES

Effective Date: 1/1/2024

12:01 a.m., Standard Time

Name of Agent: The Mechanic Group

Agent No.

ALLIED UNIVERSAL TOPCO, LLC (FIRST NAMED INSURED)
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC
INTELLIGENT ACCESS SYSTEMS OF NORTH CAROLINA, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS INTERMEDIATE LLC
SECURADYNE SYSTEMS INTERMEDIATE LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SECURADYNE SYSTEMS TEXAS LLC
SECURADYNE SYSTEMS TEXAS LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
SFI ELECTRONICS, LLC, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
SFI ELECTRONICS, LLC, DBA UNIVERSAL PROTECTION SECURITY SYSTEMS
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL PROTECTION SECURITY SYSTEMS, LP, DBA ALLIED UNIVERSAL SECURITY SYSTEMS
UNIVERSAL THRIVE TECHNOLOGIES, LLC
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA ALLIED UNIVERSAL MONITORING AND RESPONSE CENTER
UNIVERSAL THRIVE TECHNOLOGIES, LLC, DBA THRIVE INTELLIGENCE
UNIVERSAL PROTECTION
ADVENT SYSTEMS, LLC DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S TECHNOLOGY HOLDINGS (USA) INC.
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC
G4S TECHNOLOGY SOFTWARE SOLUTIONS, LLC, ALLIED UNIVERSAL TECHNOLOGY SERVICES
G4S SECURE INTEGRATION LLC
G4S SECURE INTEGRATION LLC, DBA ALLIED UNIVERSAL TECHNOLOGY SERVICES
ADESTA LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

- 1. You, while using a covered "auto"; or**
- 2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;**

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: January 1, 2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that: (1) such contract or agreement was executed prior to an "occurrence", loss, injury or damage; and (2) the contract or agreement requires that the owner, lessee, or contractor be named as an additional insured on form CG 20 10 07 04 specifically. To remove all doubt, unless a written contract or agreement expressly requires use of form 20 10 07 04, this form does not apply.	All locations where the insured performs services for the additional insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number: 5200-2784-04
ID Code:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket – As required by written contract or agreement	Any
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

Policy No: 5200-2784-04

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract provided such a contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01-01-2024

Policy No. RWD3001203-08

Endorsement No.

Insured Allied Universal Topco, LLC

Insurance Company
XL Insurance America, Inc.

Countersigned by



WC 00 03 13
(Ed. 4-84)



Contractual Risk Transfer Evaluation Summary

Date 6/20/24

Vendor/Contractor Name: Allied Universal Technology Services

Contract/Project Name/ #: Police Training Center Fiber Build

Contract Type: ☒ Contractor ☒ Prof. Svcs ☐ Goods Only ☐ MSA

MSA Title

Type of Work:

Fiber Network Build

Contract/Project

Summary:

Police Training Center Fiber Build Project

Policy Expiration Date:

1/1/25

Required Coverages/Limits – Per Contract:

Compliant:

General Liability:	\$1 million	\$2 million General Agg.	Other: \$1m/\$5m	☒ Yes	☐ No	☐ NA
Umbrella Liability:	\$1 million	\$2 million	Other: \$10M/\$10M	☐ Yes	☐ No	☐ NA
Auto Liability:	\$1 million	Any Auto/Owned	Other: \$5M/\$5M	☐ Yes	☐ No	☐ NA
Workers' Comp./ Employer Liability	\$500,000 Each Accident, Each Employee, Policy Limit		Other:	☒ Yes	☐ No	☐ NA
Prof. Liability:	\$1 million	\$2 million	Other: \$1M/\$5M	☒ Yes	☐ No	☐ NA
Env. Liability:	\$1 million	\$2 million	Other: \$5m/\$5m	☒ Yes	☐ No	☐ NA
Exc./Umb. Prof.			\$10M/\$10M	☐ Yes	☐ No	☒ NA
Excess/Umb GL				☐ Yes	☐ No	☒ NA
Cyber Liability:	\$500,000	\$1 million	Other: \$10M/\$10M	☒ Yes	☐ No	☐ NA
Builders Risk:	Completed Project Value		Other:	☐ Yes	☐ No	☒ NA
Other:			Other:	☐ Yes	☐ No	☐ NA

Required Endorsements:

ISO Additional Insured Endorsement: (CG 20 10 or CG 20 26)	☒ Yes	☐ No	☐ NA
ISO Additional Insured – Completed Operations (CG 20 37)	☒ Yes	☐ No	☐ NA
Broad Form Manuscript Add'l. Insd. Endorsement Reviewed/Acceptable Alternate Accepted Form:	☐ Yes	☐ No	☒ NA
Primary Additional Insured Coverage Provided - ISO CG 20 01 or Acceptable Alternate Accepted Form:	☒ Yes	☐ No	☐ NA
Waiver of Subrogation - General Liability	☒ Yes	☐ No	☐ NA
Waiver of Subrogation – Workers' Compensation	☒ Yes	☐ No	☐ NA

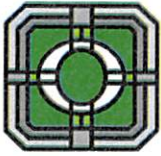
Additional Coverages/Revisions Approved:

Orland Park Hold Harmless/Indemnity Agreement Accepted: ☒ Yes ☐ No

Per Village Contract

Notes / Additional Comments:

Contractual Risk Transfer: Acceptable ☒ Not Acceptable ☐



VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org

Master

File Number: 2024-0328

File ID: 2024-0328

Type: MOTION

Status: PASSED

Version: 1

Reference:

Controlling Body: Board of Trustees

File Created Date : 04/25/2024

Agenda Entry: Fiber Build to Police Training Facility - RFP 24-035

Final Action: 06/03/2024

Title: Fiber Build to Police Training Facility - RFP 24-035

Notes:

Agenda Date: 06/03/2024

Sponsors:

Res/Ord Date:

Attachments: Adesta Proposal, PirTano Proposal, Henkels Proposal

Res/Ord Number:

Drafter:

Hearing Date:

Department

Effective Date:

Contact:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	Technology Department	04/25/2024	INTRODUCED TO COMMITTEE	Technology Commission			
	Action Text: INTRODUCED TO COMMITTEE to the Technology Commission						
0	Technology Department	05/15/2024	INTRODUCED TO BOARD	Board of Trustees	06/03/2024		
	Action Text: INTRODUCED TO BOARD to the Board of Trustees due back on 6/3/2024						
1	Board of Trustees	06/03/2024	APPROVED				Pass
	Action Text: A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:						

Text of Legislative File 2024-0328

..Title

Fiber Build to Police Training Facility - RFP 24-035

History

On February 29, 2024 the Village issued Request for Proposal (RFP) 24-035 "Fiber Build to Police Training Facility" requesting proposals from qualified contractors for the construction Fiber Build to the Police Department Training Facility 10609 163rd Place, Orland Park, IL 60462. In addition, an alternate was included in the bid to extend fiber to the Sportsplex at 11351 W. 159th Street, Orland Park, IL 60467.

During the four (4) weeks that the bid was open for review, forty-four (44) firms

downloaded either partial or complete bid packages. RFP 24-035 was closed on March 28, 2024, at which point four (4) firms submitted proposals. Of the four proposals submitted, one proposal did not include all required equipment to be considered an acceptable bid and has been excluded. All remaining qualifying proposal packages and an audit of the proposal submittals are attached for reference. A summary of the proposal prices is provided below:

* Henkels and McCoy Inc.- Base Bid - \$133,000, Optional Bid - \$54,850.00, Total Bid - \$187,850

* Adesta LLC - Base Bid - \$144,677.36, Optional Bid - \$104,097.57, Total Bid - \$248,774.93

* Pirtano Construction LLC- Base Bid - \$214,596.50, Optional Bid - \$109,714.55, Total Bid - \$324,311.05

Henkels and McCoy Inc. ("H&M"), who submitted the lowest proposal price, provided a Client Portfolio which was reviewed by DoIT. H&M demonstrated evidence of having successfully completed projects of much larger scale throughout Chicagoland and the Midwest including fiber builds for Verizon, ComEd and Bloomingdale Communications. There are a number of exemptions on the H&M that are not present on the other bids (see bid documents).

The Village has extensive experience working with the second lowest bidder, Adesta. Adesta has completed multiple fiber projects throughout the Village and has also worked with the local school districts on their fiber builds.

The Village has no experience working with either Pirtano Construction or H&M.

The Director of Information Technology, Tad Spencer, presented the recommendation of awarding Adesta LLC the fiber build project for \$144,677.36 and include the optional Sportsplex Bid for \$104,097.57 for a bid total of - \$248,774.93. The Technology Commission voted to modify the recommendation and removed the alternate bid. The Technology Commission then approved the modified recommendation to award the bid to Adesta to complete the fiber build to the Police Training Facility for \$144,677.26

Financial Impact

Funding for the Fiber build to the Police training facility was budgeted in the 2024 Budget split between Capital account 3008010-570100 in the amount of \$50,000.00 and 3000000-5704 in the amount of \$100,000.

Recommended Action/Motion

I move to approve awarding RFP 24-034 Fiber Build to Police Training Facility Project to Adesta for a total contract price not to exceed \$150,464 (\$144,677.36 plus a 4% contingency of \$5,787);

AND

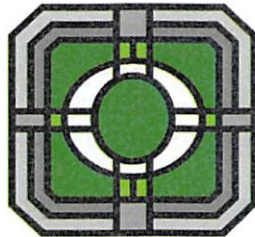
Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

VILLAGE OF ORLAND PARK

14700 S. Ravinia Avenue
Orland Park, IL 60462
www.orlandpark.org



Meeting Minutes

Monday, June 3, 2024

7:00 PM

Village Hall

Board of Trustees

*Village President Keith Pekau
Village Clerk Patrick R. O'Sullivan
Trustees, William R. Healy, Cynthia Nelson Katsenes, Michael R. Milani,
Sean Kampas, Brian Riordan and Joni Radaszewski*

2024-0328 Fiber Build to Police Training Facility - RFP 24-035

On February 29, 2024 the Village issued Request for Proposal (RFP) 24-035 "Fiber Build to Police Training Facility" requesting proposals from qualified contractors for the construction Fiber Build to the Police Department Training Facility 10609 163rd Place, Orland Park, IL 60462. In addition, an alternate was included in the bid to extend fiber to the Sportsplex at 11351 W. 159th Street, Orland Park, IL 60467.

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The Director of Information Technology, Tad Spencer, presented the recommendation of awarding Adesta LLC the fiber build project for \$144,677.36 and include the optional Sportsplex Bid for \$104,097.57 for a bid total of - \$248,774.93. The Technology Commission voted to modify the recommendation and removed the alternate bid. The Technology Commission then approved the modified recommendation to award the bid to Adesta to complete the fiber build to the Police Training Facility for \$144,677.26

I move to approve awarding RFP 24-034 Fiber Build to Police Training Facility

Project to Adesta for a total contract price not to exceed \$150,464 (\$144,677.36 plus a 4% contingency of \$5,787);

AND

Authorize the Village Manager to execute all related contracts, subject to Village Attorney review;

AND

Authorize the Village Manager to approve change orders not to exceed the contingency amount.

A motion was made by Trustee Kampas, seconded by Trustee Nelson Katsenes, that this matter be APPROVED. The motion carried by the following vote:

Aye: 5 - Trustee Nelson Katsenes, Trustee Milani, Trustee Kampas, Trustee Riordan, and Village President Pekau

Nay: 0

Absent: 2 - Trustee Healy, and Trustee Radaszewski

Respectfully Submitted,

/s/ Patrick R. O'Sullivan

Patrick R. O'Sullivan