

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2017-0403

Innoprise Contract #: C17-0096

Year: 2017

Amount: \$513,593.56

Department: BIS - Frank Florentine

Contract Type: Vendor

Contractors Name: G4S Secure Integration

Contract Description: Fiber Optic Integration with SD 230/SD135 (\$498,593.96 + \$15,000 contingency)
C18-0140 2018-0852 Change Order 1 - additional funding
C19-0056 2019-0198 First Amendment \$30,000

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Daniel T. Calandriello
William R. Healy
Cynthia Nelson Katsenes
Michael R. Milani

May 30, 2019

Mr. Dave Huff
Adesta, A G4S Company
565 Willowbrook Centre Parkway
Willowbrook, IL 60527

NOTICE TO PROCEED – First Amendment to Design and Construction Agreement

Dear Mr. Huff:

Enclosed is a copy of the First Amendment dated April 1, 2019 for the change to extend the term of the contract and to add locating and emergency services. Please attach this to the original Design and Construction Agreement dated August 1, 2017.

If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Denise Domalewski'.

Denise Domalewski
Purchasing & Contract Administrator

Encl:

CC: Bill Cunningham
Doug Medland



FIRST AMENDMENT TO DESIGN AND CONSTRUCTION AGREEMENT

This First Amendment to Design and Construction Agreement ("First Amendment") is entered into this 1st day of April, 2019 by and between G4S Secure Integration LLC ("Contractor"), whose principal office is located at 1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102, and The Village of Orland Park ("Owner") whose principal office is located at 14700 Ravinia Avenue, Orland Park, IL 60462 (collectively the "Parties").

RECITALS

WHEREAS, the Design and Construction Agreement with an effective date of August 1, 2017 was entered into between G4S Secure Integration and The Village of Orland Park; and

WHEREAS, the Parties now desire to amend the Agreement; and

WHEREAS, the Parties agree that the Agreement will be between Adesta LLC and The Village of Orland Park.

NOW THEREFORE, the Parties hereby agree to modify the Agreement in the following respects:

1. The Agreement between the Parties shall now be between Adesta LLC and The Village of Orland Park.
2. The term of this Agreement ("Term") shall commence upon its execution by both parties and shall terminate on December 31, 2019, automatically renewing thereafter for additional one-year periods, unless terminated earlier in accordance with the provisions hereof. The Owner shall receive notification ninety (90) days prior to the renewal that the contract is up for renewal unless terminated in accordance with the provisions hereof. Each one-year extension shall be subject at Provider's discretion to an escalation of the unit price in accordance with the Consumer Price Index for All Urban Customers (CPI-U), US City Average, All Items. This Agreement may be terminated for convenience by either party, at any time, upon sixty (60) days' advance written notice to the other party.
3. Add pricing for Locating and Emergency Services per Attachments 1 and 2 which are attached hereto and made a part hereof.

It is understood and agreed by the Parties that the foregoing change constitutes a mutual accord and satisfaction for all changes in the Agreement Services as set forth in this Amendment. Except as hereby modified, all terms and conditions of said Agreement as heretofore modified remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their proper officers or duly authorized agents.

Adesta LLC
Contractor
By: David K. Huff
Name: David K. Huff
Title: Program Manager
Date: 4/1/2019

The Village of Orland Park
Owner
By: Joseph S. LaMarr
Name: Joseph S. LaMarr
Title: Village Manager
Date: 4/16/19

**First Amendment to Design and Construction Agreement
Attachment 1**

1.0 LOCATING PRICING

Description	Unit	Unit Cost
Screen Tickets	Ticket	\$1.92
Locate Facilities – Regular Business Hours	Dispatch	\$47.02
Locate Facilities – After Regular Business Hours	Dispatch	\$152.26
Estimated Annual Total		\$30,000.00

2.0 NOTES PERTAINING TO LOCATING

1. Contractor will bill for actual quantities based on the unit rates listed above.
2. J.U.L.I.E. per ticket fees will be covered by The Village of Orland Park.
3. A bond is not included.
4. The "Regular Business Hours Ticket" price includes the labor, equipment, paint, flags, misc. supplies, and overhead necessary to locate underground facilities that are deemed to be in conflict during regular business hours.
5. The "After Regular Business Hours Ticket (4:00PM – 7:00AM) price includes all labor, equipment, paint, flags, misc. supplies, and overhead necessary to locate underground facilities that are deemed to be in conflict after regular business hours when in the receipt of an emergency dig ticket. This includes weekends and holidays.
6. The following days are considered Holidays.
 - a. New Year's Day
 - b. President's Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Day After Thanksgiving
 - i. Christmas Eve
 - j. Christmas Day
 - k. New Year's Eve

3.0 HOURLY LABOR RATES

Description	Straight Time	Overtime	Double Time
Project Manager	\$132.00	\$132.00	\$132.00
Maintenance Manager	\$125.00	\$125.00	\$125.00
Engineering Manager	\$125.00	\$125.00	\$125.00
Superintendent	\$84.50	\$84.50	\$84.50
Systems Engineer III	\$98.75	\$98.75	\$98.75
Systems Engineer II	\$92.50	\$92.50	\$92.50
OSP Inspector	\$70.00	\$105.00	\$105.00
Locator	\$52.00	\$78.00	\$78.00
CADD Tech	\$57.50	\$57.50	\$57.50
General Foreman	\$99.50	\$149.50	\$199.50
Foreman	\$95.50	\$143.25	\$191.00
Equipment Operator	\$125.75	\$162.75	\$202.50
Splicer	\$91.50	\$137.00	\$182.50

Groundman III	\$89.50	\$134.00	\$178.50
Groundman II	\$87.50	\$131.00	\$174.53
Laborer	\$96.00	\$126.50	\$160.25
Truck Driver	\$85.50	\$102.50	\$121.50

**First Amendment to Design and Construction Agreement
Attachment 1**

4.0 HOURLY EQUIPMENT RATES

Description	Hourly Rate
Bucket Truck	\$35.00
Splicing Machine	\$11.00
OTDR	\$11.00
Power Meter	\$11.00
Splicing Trailer	\$11.00
Manhole Kit	\$6.00
3" Pump	\$7.25
Air Compressor	\$34.25
Portable Generator	\$14.75
Safety & Traffic Control Equipment	\$20.50
Plow	\$95.00
Backhoe	\$50.00
Mini Excavator	\$31.11
Trencher	\$36.00
Directional Boring Machine	\$74.50
Skid Steer	\$28.25
Water Truck	\$37.50
Dump Truck	\$31.50
Pick-Up Truck	\$14.25
Equipment Trailer	\$19.00
Reel Cart	\$5.50
Cable Blowing Machine	\$10.50
Mid-Assist Capstan	\$18.00

5.0 MATERIAL AND PERMIT RATES

All materials provided by Contractor and permit fees paid by Contractor shall be charged to The Village of Orland Park on a cost +19% basis. Material costs shall include incidentals, such as shipping, warranties, and taxes, as documented through supplier invoices. The cost for consumable materials shall be the responsibility of Contractor.

6.0 NOTES PERTAINING TO EMERGENCY SERVICE RATES

1. Contractor shall bill for actual quantities based on the unit rates listed above.
2. A bond is not included.

