

**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)

**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  
Patricia A. Gira  
Carole Griffin Ruzich  
Daniel T. Calandriello  
Michael F. Carroll

September 11, 2017

Mr. Greg LaSala  
G4S Secure Integration LLC  
1200 Landmark Center, Ste 1300  
Omaha, Nebraska 38102

NOTICE TO PROCEED – Fiber Integratoin SD 230/SD135

Dear Mr. LaSala:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, certifications, insurance documents and bonds in order for work to commence on the above stated project as of September 8, 2017.

Please contact Frank Florentine at 708-403-6212 to arrange the commencement of the work.

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

For your records, I have enclosed one (1) original executed contract dated August 1, 2017 in an amount not to exceed Four Hundred Ninety Eight Thousand Five Hundred Ninety-Three and 56/100 (\$498,593.56) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

  
Denise Domalewski  
Purchasing & Contract Administrator

Encl:

CC: Frank Florentine  
Todd DeTamble, G4S  
David Huff, G4S



## DESIGN AND CONSTRUCTION AGREEMENT

THIS DESIGN AND CONSTRUCTION AGREEMENT ("Agreement") is made this 1st day of August, 2017 ("Effective Date") between The Village of Orland Park, with its principal place of business at ("Owner"), 14700 Ravinia Avenue, Orland Park, IL 6046 and G4S Secure Integration LLC, 1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102 ("Contractor").

Owner and Contractor agree as set forth below.

### 1. SCOPE OF WORK

To install fiber infrastructure for the purposes of improving telecommunications and data security, deliver IT services requiring higher bandwidth demands and throughput whilst preparing the Village for future technology offerings. Contractor shall perform the Work and provide the services required by the Contract Documents to design, furnish and install a Village owned fiber footprint (the "Work"), as more particularly described in **Exhibit A** between the points identified in **Exhibit C**.

### 2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and the following listed documents, which are attached hereto and incorporated herein by this reference:

<b>Exhibit A</b>	Scope of Work
<b>Exhibit B</b>	Specifications and Standards
<b>Exhibit C</b>	Narrative Route Description and Map
<b>Exhibit D</b>	Project Schedule
<b>Exhibit E</b>	Pricing and Draw Schedule
<b>Exhibit F</b>	Affidavit of Compliance
<b>Exhibit G</b>	Insurance Requirements

### 3. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed and services to be furnished under this Agreement shall be in accordance with **Exhibit B** and, subject to authorized adjustments of time as provided herein, "Substantial Completion" shall be achieved no later than the date established for Substantial Completion in **Exhibit D**. Substantial Completion is the stage in progress where, in the reasonable discretion of the parties hereto, the Work is sufficiently complete and, in accordance with the Contract Documents, Owner can occupy or use the Work for its intended use.

### 4. PRICE

Owner agrees to pay Contractor the prices set forth in **Exhibit E** of this Agreement, at the times and in the manner set forth herein.

### 5. PAYMENTS

- 5.1 Contractor shall, within seven (7) days after the first day of each month, submit to Owner an invoice for Work performed in the preceding month. All payments of

the purchase price shall be made by Owner in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/).

- 5.2 The prices set out in **Exhibit E** do not include federal manufacturers' and retailers' excise tax, state or local sales and/or use taxes, and any federal, state or local taxes, of a similar nature. Village is exempt from all state and local retailers' occupation or sales taxes.
- 5.3 Subject to Section 5.5 below, Contractor shall not be obligated to proceed with the Work if it is not paid when any undisputed payment becomes due, unless and until payment is received. Contractor shall be entitled to an extension of time and an equitable adjustment of the contract price to recover the costs of any delays due to such nonpayment.
- 5.4 Notwithstanding any provision contained in this Agreement to the contrary, Owner shall have the right in good faith to dispute any fees, charges, costs, expenses or payments for which it is invoiced by Contractor. In the event Owner disputes any invoice (or portion thereof) received from Contractor, Owner shall promptly pay that portion of the invoice which is undisputed. Owner shall have the right to withhold payment of any disputed amount, provided that Owner gives written notice to Contractor of the amount so disputed and the reason for the dispute within thirty (30) days after the receipt of the invoice. All issues of payment dispute shall be resolved in accordance with the procedures set forth in Section 23 of this Agreement.

## **6. TECHNICAL AND PERFORMANCE SPECIFICATIONS**

The technical specifications applicable to the Work are attached hereto as **Exhibit B** ("Specifications"). The Specifications, including changes to documentation and special applications, may be amended from time to time by a mutually acceptable written agreement between Owner and Contractor.

## **7. RISK OF LOSS**

Contractor shall bear risk of loss for all Work prior to delivery to Owner and acceptance by Owner as provided in this Agreement, provided, however, that Contractor shall not be responsible for any such loss due to the actions, omissions or willful misconduct of Owner which causes any such loss. Title and ownership of the Work shall pass to Owner upon such acceptance, subject, however, to receipt of payment by Contractor. Contractor warrants that Owner shall acquire good and clear title to the Work being purchased, free and clear of all liens or encumbrances whatsoever.

## **8. PROSECUTION OF WORK**

- 8.1 Contractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Agreement in a proper, efficient and workmanlike manner. Contractor shall prosecute the Work undertaken in a prompt and diligent manner, so as to promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the Work of any other contractor. Any materials that are to be furnished by Contractor or Owner hereunder shall be furnished in sufficient time to enable Contractor to perform and complete its Work within the time or times provided for in this Agreement. Contractor shall provide sufficient notice to Owner of its time requirements, in order to allow Owner to provide any Owner-supplied materials in a timely manner. Upon written request, Contractor shall furnish to Owner such evidence as Owner may reasonably require relating to Contractor's ability to fully perform this Agreement in the manner and within the time specified herein.
- 8.2 Contractor shall keep available, during the progress of the Work, a competent manager ("Project Manager") who shall be the authorized representative of Contractor. Directions and communications to the Project Manager from Owner in connection with the Work shall be treated as directions and communications to Contractor. Owner shall have the

right, reasonably exercised, to request replacement of the Project Manager for incompetence or other material failure to prosecute the VWork in accordance with this Agreement.

## **9. CHANGES**

Owner may, at any time by written agreement between Owner and Contractor ("Change Order"), make changes in, additions to or deletions from the Work, and Contractor shall promptly proceed with the performance of the Work as so changed. The price and time for performance shall be, by mutual agreement, equitably adjusted to compensate for increased or decreased costs of performance or time for performance resulting from such changes, additions or deletions.

No change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of the contract by a total of \$10,000 or more or the time of completion by a total of 30 days or more shall be approved unless the Owner determines in writing that (1) the circumstances said to necessitate the changes in performance were not reasonably foreseeable at the time the contract was signed or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the Owner and authorized by law.

## **10. EXTENSION OF TIME**

Contractor shall not be liable, in whole or in part, for non-performance or delay in performance of any of its obligations set forth in this Agreement due to contingencies or causes beyond the control and without the fault of Contractor, including, but not limited to, fire, flood, unusually severe weather, acts of God, acts of any governmental authority, inability to obtain permits or rights-of-way in Owner's name, war, riot, accidents, embargoes, strikes, labor disputes, shortages or unavailability of fuel, raw materials, or machinery, acts or omissions of Owner or other parties (except those under the sole control of Contractor), or acts or omissions which are beyond the reasonable control of Contractor (collectively referred to as "Force Majeure"), or any event of Force Majeure which impacts the performance of Contractor's suppliers or subcontractors with respect to this Agreement.

Contractor shall be entitled to the issuance of a Change Order, equitably adjusting the time for performance of this Agreement by a mutually agreed upon number of days, as a result of such Force Majeure events.

## **11. ACCEPTANCE**

- 11.1 Contractor shall perform its standard tests, showing that the Work meets the applicable performance parameters set out in the Specifications. Owner shall have the right to witness such tests.

Contractor shall notify Owner when the Work is ready for testing ("Performance Testing") and acceptance by Owner. Performance Testing for the Work shall commence within two (2) days of Owner's receipt of such notification. Acceptance of the Work, subject to such Performance Testing, shall be deemed to take place ten (10) business days after completion of Performance Testing and receipt of the test results by Owner, unless Owner notifies Contractor in writing of any deficiencies before such ten (10) business day period expires.

- 11.2 Should there be a failure during the test period to perform in accordance with the Specifications and Contractor's warranty, Owner shall notify Contractor of the failure in writing, containing such reasonable details as are necessary to inform Contractor of the deficiency. Contractor shall then have fifteen (15) days, unless Owner and Contractor otherwise agree, to cure such failure.

- 11.3 Owner may accept the Work prior to the test period if Owner utilizes the Work for data transmission or gives Contractor a written notice of acceptance and waiver of the test period. Owner's acceptance of the Work prior to the test period shall not be construed as a waiver of any of Owner's rights under this Agreement, other than those set forth in this Section 11.3.
- 11.4 Contractor shall be entitled to full payment for Work completed upon completion of acceptance testing for the Work, as defined in **Exhibit B**, and provided that satisfactory evidence is provided to Owner that payments for all materials and subcontractors for that portion of the Work have been paid, all in accordance with Sections 5, 7, and 18 herein.

## 12. WARRANTIES

### 12.1 Warranty

Contractor warrants the Work to be of good workmanship and materials and in accordance with the Specifications for a period of one (1) years from the date of completion and acceptance of the Work.

### 12.2 Remedies for Breach of Warranties

Owner's sole and exclusive remedy and Contractor's sole and exclusive maximum liability under the warranties contained in Paragraph 12.1 shall be, at the sole option of Contractor, either to promptly repair (with new or functionally operative parts), replace, or (upon Owner's approval) credit Owner's account for any defective portion of the Work during the warranty period, provided that:

- a. Contractor is promptly notified in writing upon discovery by Owner that the Work has failed to conform with the Specifications, such writing to include an explanation of any such alleged defects; and
- b. Contractor's examination of the Work confirms that the alleged defect exists and was not caused by an incident or person or entity under the sole control of Owner.
- c. Contractor shall use all reasonable efforts to promptly repair or replace all such defective Work, provided that Contractor shall repair or replace such defective Work in an expeditious manner, but no later than within thirty (30) days following its receipt of notice from Owner, unless reasonable circumstances dictate a longer period, in which event the parties shall in good faith mutually agree upon such longer period. All removed defective material shall become the sole property of Contractor.
- d. In the event defective Work causes a service-affecting outage, Owner will notify Contractor (at a number and location to be provided upon Final Acceptance), and shall inform Contractor that an immediate response is required. If Contractor is not able to be reached or cannot provide immediate response, then Owner shall be able to repair such defective Work at Contractor's expense, and shall grant Contractor access to pertinent information regarding the outage, including information related to subcontractors. Reasonable efforts will be made by Owner to notify Contractor and to apprise Contractor, in advance, of estimated repair costs. Owner shall use best efforts, under the urgent circumstance of a service-affecting outage, to minimize repair costs.

- e. In the event Contractor responds to a service-affecting outage, and that outage was not caused by defective Work, Owner shall reimburse Contractor for its costs associated with responding to the outage.

### 12.3 Third-Party Warranties

In addition to the foregoing warranties, Contractor hereby assigns to Owner, and Owner shall have the benefit of, any and all subcontractors' and suppliers' warranties and representations with respect to the Work provided to Owner. Contractor agrees that, in agreements with its subcontractors and suppliers, Contractor shall require that such parties: (i) consent to the assignment of such warranties and representations to Owner, and (ii) agree that such warranties and representations are enforceable by Owner in its own name.

## 13. PROPRIETARY INFORMATION/CONFIDENTIALITY

Due to Village's FOIA obligations, all technical and business information in whatever form recorded (all hereinafter designated "Information") furnished by one party to the other party, shall clearly identify confidential/proprietary information or material under or in contemplation of this Agreement and designated in writing as proprietary, shall remain the property of the disclosing party. Unless the disclosing party otherwise agrees in writing, such Information: (i) shall be treated in confidence and used by the receiving party only for purposes of evaluating services furnished hereunder, or to install, operate and maintain items delivered hereunder; (ii) shall not be reproduced or copied in whole or in part, except as necessary for use as authorized herein; and (iii) shall, together with any copies thereof, be returned or destroyed when no longer needed. The above conditions do not apply to any part of the Information, which was previously known by the receiving party free of obligations of confidentiality or use.

## 14. INDEMNIFICATION

- 14.1 Each party shall indemnify and hold harmless the other (including its officers, directors, agents and employees), its affiliates, and customers from and against all claims, damages, losses, and expenses, including attorneys' fees, arising from the other's (including affiliates, agents, employees and others under its direction or control) negligent or willful misconduct or breach of this Agreement.

- 14.2 The indemnification obligation of a party under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the party or a subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

- 14.3 NO SPECIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING FROM OR RELATED TO THIS AGREEMENT.

IF CONTRACTOR OR ITS EMPLOYEES OR AGENTS HAVE ANY LIABILITY TO THE OWNER FOR ANY LOSS, SUCH LIABILITY SHALL IN ALL CASES WHATSOEVER AND TO THE EXTENT PERMITTED BY ANY APPLICABLE LAW BE LIMITED TO THE PAYMENT OF AN AMOUNT WHICH SHALL NOT EXCEED FIVE TIMES (5X) OF THE AMOUNT PAID OR PAYABLE UNDER THIS AGREEMENT.

## 15. PATENT AND COPYRIGHT INDEMNIFICATION

- 15.1 Contractor represents, to the best of its knowledge after due inquiry, that all products furnished pursuant to this Agreement will not infringe or violate any United States patent, copyright, trade secret, or any other proprietary right of any third party.
- 15.2 Contractor will defend any suit or proceeding brought against Owner which alleges that products developed, manufactured, and supplied to Owner pursuant to this Agreement infringe any United States patent, and shall pay all damages, including reasonable attorneys' fees/costs and costs finally awarded against Owner which are attributable to such infringement, provided that Contractor: (i) is given prompt notice of such claim; (ii) is furnished a copy of all communications, notices, and other actions relating to such claim; and (iii) is given the sole authority and reasonable assistance (at Contractor's expense) necessary to settle or defend the claim. Contractor shall not be obligated to defend, and shall not be liable for any costs and damages, if the infringement arises out of: (i) compliance with Owner's specifications; (ii) Owner's combination with, or addition to, products not manufactured or developed by Contractor or its subcontractors and suppliers; (iii) Owner's modification of the products after delivery; or (iv) the use of such products in the practice of a process.
- 15.3 Should the products delivered pursuant to this Agreement become (or in Contractor's opinion are reasonably likely to become) the subject of a claim of infringement, Contractor may, at its sole option and cost: (i) procure for Owner the right to continue to use such products; (ii) replace or modify the products so that such products become non-infringing; or (iii) upon Owner's approval, refund to Owner the purchase price for such products, and accept the return of such products. If such claim occurs prior to completion of the delivery of the products, then Contractor may, in its sole option, decline to make further shipments of such products without being in breach of this Agreement, as long as it takes one of the steps outlined above.

## 16. INSURANCE

Contractor shall not commence the Work until it has obtained insurance approved by Owner, nor shall Contractor allow any subcontractor to commence Work until all similar insurance, as typically required by Contractor of its subcontractors, has been obtained and approved. Contractor will be required to sign the Village "INSURANCE REQUIREMENTS" document **Exhibit G**.

The insurance to be provided by Contractor shall be as follows:

### 16.1 Commercial General Liability Insurance

Commercial general liability insurance for bodily injury (including death) and property damage, which provides limits of not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, with an additional two million dollars (\$2,000,000) umbrella policy.

Coverages included shall be: (i) premises and operations; (ii) broad form property damage; (iii) products and completed operations; (iv) blanket contractual liability; (v) personal injury liability; (vi) cross-liability and severability of interests; and (vii) independent contractor's liability.

All insurance required of the Contractor shall state that it is Primary Insurance on a "non-contributory" basis as to all additional insureds with respect to the claims arising out of operations or work by or on their behalf. If additional insureds have other applicable insurance coverages, these coverages shall be regarded as on an excess or contingent basis.

16.2 Business Automobile Liability Insurance

Business automobile liability insurance for bodily injury (including death) and property damage that provides total limits of not less than one million dollars (\$1,000,000) combined single limit, per occurrence, to all owned, non-owned and hired vehicles.

16.3 Workers' Compensation/Employer's Liability Insurance

Statutory workers' compensation and employer's liability insurance for not less than five hundred thousand dollars (\$500,000) per occurrence, applicable to employer's liability coverage, for all employees engaged in services or operations under this Agreement. The policy shall include broad form, all-states/other-states coverage.

16.4 Builder's Risk Insurance

Contractor shall maintain a policy or policies of so-called "builder's risk insurance", with coverage and limits of liability normally carried by Contractor in connection with comparable projects.

Owner and any person or organization to which Owner is obligated with regard to the Work shall be listed by endorsement as an Additional Insured on Contractor's policies shown in items 16.1 and 16.2 above. Contractor shall provide Owner with certificates evidencing such insurance as outlined above prior to beginning the Work under this Agreement. Contractor shall obtain certificates for its subcontractor(s) and deliver them to Owner if requested to do so.

**17. POSSESSION PRIOR TO COMPLETION**

Whenever it may be useful or necessary for Owner to do so, Owner shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by Contractor before final inspection and acceptance thereof by Owner, but such use and/or occupation shall not relieve Contractor of its obligation to make good, at its own expense, any warranty relating to materials and/or workmanship. Work shall be deemed accepted upon such occupancy or use. If they have not already begun, all warranties shall begin upon such occupancy or use.

**18. LIENS AND CLAIMS**

Contractor shall, as and when requested, furnish evidence satisfactory to Owner that all amounts due for labor and material furnished Contractor in connection with performance of this Agreement have been paid, including union, health, welfare and pension fund payments and payroll taxes. Such evidence shall be furnished in such form and manner as requested by Owner. Contractor, when requested, shall furnish to Owner releases of bond rights and lien rights by persons who have furnished labor, material or other things in the performance of the Work. Contractor shall deliver the Work free from all claims, encumbrances and liens, excepting only those that may arise out of failure of undisputed payment on the part of Owner.

**19. SITE CONDITIONS**

- 19.1 Contractor has inspected the site where the Work is to be performed and is familiar with the conditions of the site, and agrees that no claim shall be made whatsoever for costs, damages or expenses as a result of the conditions of the site, except as provided in paragraphs 19.2 and 19.3 below.
- 19.2 Contractor shall promptly as set forth in Paragraph 9, and before such conditions are disturbed, notify Owner in writing of: (i) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement and the Contract Documents,

or (ii) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement. Owner shall promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause a significant increase or decrease in Contractor's cost of and/or the time required for performance of any part of the Work under this Agreement, an equitable adjustment of contract price and time for performance shall be made and this Agreement modified accordingly.

- 19.3 In the event Contractor encounters toxic or hazardous materials in performance of this Agreement which are not introduced to the site directly by Contractor, any resulting delays shall be considered to be beyond Contractor's control and without Contractor's fault, and such materials shall be removed or otherwise dealt with by Owner or by the appropriate government agency, organization or party. Contractor shall have no obligation, responsibility or liability with respect to such materials.
- 19.4 The pricing charged for the Work does not include the cost for rock excavation. Should rock excavation be necessary in the performance of the Work, an equitable adjustment of contract price and time for performance shall be made and this Agreement modified accordingly as set forth in Paragraph 9.
- 19.5 The pricing charged for the Work does not include the costs of purchasing permits, easements, rights-of-way, ingress, egress or similar property rights purchased on Owner's behalf and in Owner's name. The pricing does not include costs for environmental impact or similar studies.

## **20. BONDING**

Contractor shall furnish a Performance and Payment Bond to Owner in an amount equal to the full price for the Work. Such bond shall be in a form and with a surety mutually satisfactory to Owner and Contractor. Premiums for such bonds shall be paid by Owner, unless otherwise agreed upon in writing by the parties hereto.

## **21. DEFAULT**

- 21.1 Subject to the expiration of all applicable cure periods as provided herein, and unless otherwise excused by reason of an event of Force Majeure, an "Event of Default" shall mean a material breach of this Agreement by Contractor as to any of the following: (i) Contractor has not delivered the Work that has been ordered by Owner in accordance with this Agreement; (ii) the Work proves incapable of meeting the criteria set forth in the Specifications; (iii) the Work is not compatible, as described in the Specifications; (iv) Contractor is in default of any other material obligation to be performed by Contractor pursuant to this Agreement; or (v) Contractor has become insolvent under the United States bankruptcy laws.
- 21.2 If an Event of Default occurs, then Owner shall notify Contractor in writing (the "Default Notice"), specifying the reasons for such alleged default and advising Contractor that, unless such default is cured within thirty (30) days following the receipt by Contractor of such Default Notice, Contractor shall be in default under this Agreement; provided, however, that if such default cannot reasonably be cured within thirty (30) days following receipt by Contractor of such Default Notice, Contractor shall have an additional reasonable period of time in which to cure such default, so long as Contractor promptly commences, and in good faith diligently continues to pursue, the cure of such default. Such occurrence shall not be the basis for a Change Order or other adjustment of the Substantial Completion date.

- 21.3 Unless otherwise mutually agreed upon by Owner and Contractor in writing and set forth in an amendment to this Agreement, if an Event of Default occurs and is not excused or cured as provided in this Agreement, then Contractor shall be liable for all direct damages resulting from such default. Owner agrees that the payment of direct damages shall be the sole and exclusive remedy of Owner for an Event of Default; and that upon such payment, Contractor shall be fully released from any and all liability under this Agreement, and this Agreement thereupon shall terminate and be of no further force or effect. CONTRACTOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR LOSS OF PROFITS OR REVENUES, WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORT (INCLUDING STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE.
- 21.4 Should Owner be in default of its obligations hereunder, Contractor shall issue a written notice of default, providing therein for a fifteen (15) day period in which Owner shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, or if cure is not possible or feasible and the default remains, Contractor may either suspend performance or terminate this Agreement, and may exercise any available remedy either in equity or at law. IN NO EVENT, HOWEVER, WILL OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORT (INCLUDING STRICT LIABILITY) CONTRACT, WARRANTY OR OTHERWISE.

## **22. INDEPENDENT CONTRACTOR**

All actions taken by either party under this Agreement shall be performed as an independent contractor and not as an agent of the other, and no persons furnished or employed by the performing party shall be considered the employees or agents of the other. Neither party shall have the authority to enter into any agreement purporting to bind the other without the other's written authorization.

## **23. PUBLICITY**

Each party shall submit to the other a proposed copy of all advertising, sales promotion, press releases, and any other publicity matters relating to this Agreement (collectively "Advertising") wherein the name, trademark, code, specifications or service mark of the other party or its affiliates is mentioned; and neither party shall publish or use such Advertising without the other's prior written approval. Such approval shall be granted as promptly as possible (usually within ten [10] days), and shall not be unreasonably withheld.

## **24. COMPLIANCE WITH LAWS AND CERTIFICATIONS**

Both parties agree to fully comply with all laws, ordinances and regulations applicable to them in their performance of this Agreement. Contractor to execute and submit the Affidavit of Compliance **Exhibit F** required by the Village, attesting to compliance with the Prevailing Wage Act, certification that the Contractor is not barred from contracting pursuant to Sections 33E-3 or 33-E4 of the Illinois Criminal Code, adoption of a Sexual Harassment Policy, compliance with Equal Employment Opportunities and the Illinois Human Rights Act, Tax Certification and Apprenticeship and Training Certifications.

## **25. ASSIGNMENT**

Either party may assign, transfer, convey or otherwise dispose of (collectively, "Transfer") any rights, title, or interest in or to this Agreement, without the prior written consent of the other party, to an affiliate or entity or person that acquires or merges with the assignor. All other Transfers require the prior written consent of the other party.

**26. GOVERNING LAW**

The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Illinois, except for its rules with respect to the choice or conflict of laws.

**27. SEVERABILITY**

If this Agreement contains any provision found to be unlawful or invalid, then such provision shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**28. WAIVER**

A failure of either party to exercise any right provided for in this Agreement shall not be deemed to be a waiver of the same or any other right hereunder. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.

**29. CAPTIONS**

Section headings are inserted herein for convenience only, and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

**30. NOTICES**

All notices shall be in writing, addressed to the parties at the addresses set out in the beginning of this Agreement, unless either party notifies the other of a change in its address. Notices shall be considered as delivered on the third (3<sup>rd</sup>) business day after the date of mailing if sent certified mail, or when received in all other cases, including facsimile, telecopy or other printed electronic medium or personal delivery to the following address:

Address for Notices:  
Village of Orland Park  
14700 S. Ravinia Avenue  
Orland Park, IL 60462  
Attention: Finance Director  
cc: Chief Technology Officer

**31. ENTIRE AGREEMENT**

This Agreement, including its Exhibits referenced and attached hereto, comprises all the terms, conditions and agreements of the parties with respect to the subject matter herein; and except as expressly provided herein, this Agreement may not be altered or amended except in writing, signed by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

"CONTRACTOR"

G4S SECURE INTEGRATION LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
GREG LASALA  
\_\_\_\_\_  
VICE PRESIDENT  
\_\_\_\_\_

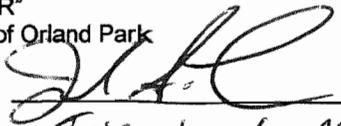
"OWNER"

Village of Orland Park

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Joseph LaMargo  
\_\_\_\_\_  
Village Manager  
\_\_\_\_\_

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## **EXHIBIT A**

### **Scope of Work**

- G4S and its subcontractors will provide all project management to accomplish the installation of all project work.
- G4S will provide engineer(s) to manage all phases of project as outlined in this scope of work. This includes ordering and managing the bill of materials, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- G4S will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected Contractor, subcontractor or the Village of Orland Park.

### **FIBER LINK DETAILS**

- 131st to 156<sup>th</sup>: G4S will install 16,425' of (1) 1.25" HDPE innerducts, tracer wire and 96 ct fiber cable in existing village-owned 4" PVC conduit. G4S will install miscellaneous warning markers and grounding hardware at new handhole locations.
- Rt 45 to Water Tower: G4S will install 1000' of (1) 4" with 1.25" HDPE innerducts via directional bore method with (3) concrete 48"x30"x18" handhole. G4S will install 400' of (1)-1.25" HDPE innerduct in existing village-owned 4" PVC conduit. G4S will install 1400' of tracer wire and 96 ct fiber cable in the aforementioned HDPE innerduct. G4S will install 50' of corrugated plenum rated duct for site entrance. G4S will perform splicing and install (1) 96 port fiber distribution panel with pigtails and ISP splice trays, (1) splice closures and (4) 24 ribbon splice trays. G4S will install miscellaneous warning markers and grounding hardware.
- 151st to Lift St. & MPS: G4S will install 2500' of (1)-4" with (1)-1.25" HDPE innerduct via directional bore method with (6) concrete 48"x30"x18" handholes. G4S will install 2500' of tracer wire in the aforementioned HDPE innerduct. G4S will install 100' of corrugated plenum rated duct and 30' of 2" GRC for site entrance. G4S will install 7,860' of 96 ct fiber cable MPS and lift station to Police Station in new and existing village-owned 4" PVC conduit and the aforementioned HDPE innerduct and the District 135 1.25" duct. G4S will perform splicing and install (1) Fiber Relay Rack, (2) 96 port fiber distribution panels with pigtails and ISP splice trays, (1) splice closures and (4) 24 ribbon splice trays. G4S will install miscellaneous warning markers and grounding hardware.
- 159th & Ravinia to Pub Wks: G4S will install 1330' of (1) 4" HDPE via directional bore method with (1) concrete 48"x30"x18" handholes. G4S will install 1330' of tracer wire in existing village-owned 4" PVC conduit and the aforementioned HDPE innerduct.
- Village Hall to Police Station: G4S will install 1350' of (1)-4" with (1)-1.25" HDPE innerduct and tracer wire via directional bore method with (2) concrete 48"x30"x18" handholes. G4S will install 100' of corrugated plenum rated duct for site entrance. G4S will install 3,450' of 96 ct fiber cable in existing village-owned conduit and the aforementioned HDPE innerduct. G4S will perform splicing and install (1) Fiber Relay Rack, (2) 96 port fiber distribution panels with pigtails and ISP splice trays, (1) splice closures and (4) 24 ribbon splice trays. G4S will install miscellaneous warning markers and grounding hardware.

- Police Station to Public Works Bldg: G4S will install 2300' of (1) 4" with (1)- 1.25" HDPE innerduct and tracer wire via directional bore method with (5) concrete 48"x30"x18" handholes. G4S will install 100' of corrugated plenum rated duct for site entrance. G4S will install 4,500' of 96 ct fiber cable in new and existing village-owned 4" PVC conduit and the aforementioned HDPE innerduct. G4S will perform splicing and install (1) Fiber Relay Rack, (2) 96 port fiber distribution panels with pigtails and ISP splice trays, (2) splice closures and (4) 24 ribbon splice trays. G4S will install miscellaneous warning markers and grounding hardware.
- 156th Lagrange to Ravinia: G4S will install 900' of (1)-1.25" HDPE innerducts , 96 ct fiber cable and tracer wire in existing village-owned 4" PVC conduit and with (1) concrete 48"x30"x18" handholes. G4S will install miscellaneous warning markers and grounding hardware.

## **EXHIBIT B**

### **Specifications and Standards Material Requirements**

- Material will comply with those standards as established by UL or NEMA and shall be commercial grade. All materials will be new and free from defects.
- G4S and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones,
- All due caution will be exercised in transporting and off-loading all materials to prevent any damage during shipping or placement. Any damage to any materials after their initial receipt and inspection by G4S will be the sole responsibility of G4S, who will replace such damaged hand holes at no additional expense to VOP.
- Buried conduit shall be HDPE ( High Density Polyethylene) with at least one innerduct.
- Unless specified by right-of-way owner, crossings will be one conduit, HDPE SDR 15 or better.
- The exact requirements for location and type of conduit within the building shall be verified with building owner.
- All Hand Holes shall be (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures on roadways and railways, and pedestrian rated hand holes for non-roadways and railways.
- Large-radius sweeps shall be provided where required for offset or change in direction of conduit. Bend radius rating of the cable must be adhered to for all conduit bends, pull boxes, and hand holes.
- Fiber must be Single Mode with the following specifications:
  - TU- T G.652.C/D compliant
  - Maximum Attenuation @ 1310nm 0.34 dB/km
  - Maximum Attenuation @ 1385nm 0.31 dB/km
  - Maximum Attenuation @ 1550nm 0.22 dB/km
- Connector Types should be LC unless otherwise specified by VOP.
- Any warranties associated with the fiber and any other outside plant materials must revert to VOP as the fiber owner upon completion of construction,

### **Specifications**

#### *Survey*

- Comply with all ordinances and regulations. Where required, secure permits before placing or excavating on private property, crossing streams, pushing pipe or boring under streets and railways. Pre-survey shall be done prior to each job.
  - Contractor will locate underground lines of third parties in cable route area

#### *Permits and Traffic Control*

- G4S must adhere to all applicable laws, rules and requirements and must apply for permits to place infrastructure per specification per county or city ordinance applicable to where the infrastructure is being placed.
- All traffic control, in accordance with local, state, county, or permitting agency laws, regulations, and requirements, will be the Contractor's responsibility. The Contractor's construction schedule will take into consideration sufficient time for the development and approval of a traffic control plan.

#### *Tracer Wire Installation*

- Tracer wire shall be placed with all conduit installed unless armored or traceable cable is used. The Contractor will provide the tracer wire and shall install, splice and test (for continuity) the tracer wire. If the tracer wire is broken during installation, the wire should be repaired and tested for continuity after repair.
- For duct installation, install a 5/8" X 8" copper clad ground rod in the splice or SIP hand-hole located on public right-of-way. Place a #12 insulated copper locate wire from the ground rod to the fiber optic termination room or to the outside of the building directly below the pull box and terminate on one side of an insulated indoor/outdoor terminal block to the master ground bar in the fiber optic termination room or place a ground rod on the outside of the building. Locate block in an accessible location. This is for "locate purposes only," not for grounding purposes. Note on as-built where ground is placed and tag located wire as "locate wire."

#### *Depth of Burial*

Except where otherwise specified, the cable shall be placed to a minimum depth of 36" along roadways and 24" on private property. Greater cable depth will be required at the follow locations.

- Where cable route crosses roads, the cable shall be placed at a minimum depth of 48" below the pavement or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority required additional depth, in which case the greatest depth will be maintained.
- Where cable crosses existing sub-surface pipes, cables, or other structures: at foreign object crossings, the cable will be placed to maintain a minimum of 12" clearance from the object or the minimum clearance required by the object's owner, whichever is greater.

#### *Highway, Railroad, and Other Bored Crossings*

- All crossings of state or federal highways and railroads right-of-way shall be made by boring and placing a pipe casing. The cable shall be placed through the pipe casing. Country road and other roadways shall be bored, trenched, or plowed as approved by the appropriate local authority.

- All work performed on public right-of-way or railroad right-of-way shall be done in accordance with requirements and regulations of the authority having jurisdiction there under.
- Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn.
- Where the cable route crosses railroad right-of-way, the cable shall be placed at a minimum depth of 60" below the railroad surface or 36" below the parallel drainage ditch, whichever is greater, unless the controlling authority requires additional depth, in which case the greatest depth will be maintained.

#### *Cable Markers*

- Cable markers shall be placed within 48 hours of cable installation. Unless the right-of-way or property owner specifies otherwise, cable markers shall be placed at all change in directions, splices, fence line crossings, at road and stream crossings, and other points on the route not more than 1,000 feet apart.
- In addition, on highway right-of-way, the markers shall be located at the highway right-of-way line. Markers shall always be located so that they can be seen from the location of the cable.

#### *Hand Holes*

- Hand holes will be placed in accordance with standard industry practice following the specifications provided in the construction plans, typical drawings, and detail drawings. Special attention and planning must be exercised to ensure accessibility by other groups after construction has been completed.
- Immediately after placement, the soil around and over the hand hole will be tamped and compacted. Should any washouts occur, the Contractor will be responsible for correcting the problem immediately without additional cost to The District and VOP.
- After cable placement all ducts will be sealed.
- All splice hand holes/manholes will be grounded
  - A minimum of 100' coil of cable shall be left in at a minimum every other handhole and each building for splicing use.

#### *Splicing*

- Fiber to fiber fusion splicing of optical fibers at each point including head ends is required.
- Complete testing services, such as end to end, reel testing, and splice loss testing, ORL, power meter/laser source testing is required.
- Individual splice loss will be 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice

loss estimator.

- All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing single mode fiber and terminated at customer's rack.

#### *Testing Cable*

- The Contractor shall be responsible for on-reel verification of cable quality prior to placement.
- Completed test forms on each reel shall be submitted to The District and VOP.
- Contractor assumes responsibility for the cable after testing. This responsibility covers all fibers in the cable.
- The Contractor shall supply all tools, test equipment, consumables, and incidentals necessary to perform quality testing.
- The cable ends shall be sealed upon completion of testing.
  - In addition to splice loss testing, selected Contractor will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.

#### *Restoration*

- All work sites will be restored to as near their original undisturbed condition as possible, all cleanup will be to the satisfaction of The District and VOP and any permitting agencies.
- Contractor shall provide a brief description of restoration plan in the response, with the expectation that a more detailed restoration plan will be delivered prior to construction begins.
- Work site restoration will include the placement of seed, mulch, sod, water, gravel, soil, sand, and all other materials as warranted.
- Backfill material will consist of clean fill. Backfilling, tamping, and compaction will be performed to the satisfaction of VOP, the representative of any interested permitting agency, and/or the railroad representative.
- Contractor will be responsible for any restoration complaints arising within one year after VOP's final acceptance.
- Excess material will be disposed of properly.
- Debris from clearing operations will be properly disposed of by the Contractor/subcontractors as required by permitting agencies or the railroad. Railroad ties, trees, stumps or any foreign debris will be removed, stacked, or disposed of by the Contractor as per requirements by other interested permitting agencies, and/or VOP.
- Road shoulders, roadbeds, and railroad property will be dressed up at the end of each day. No payment for installation will be permitted until cleanup has been completed to the satisfaction of the any permitting agencies, and/or VOP.

- Site clean-up will include the restoration of all concrete, asphalt, or other paving materials to the satisfaction of the other interested permitting agencies, and/or VOP.

*Documentation*

- As Built Drawing will include:
  - Fiber Cable Route
  - Drawings, site drawings, permit drawings, and computerize design maps and electronically stored consolidated field notes for the entire route must be included in the documentation. The method of installation will dictate the additional types of documentation that should be provided. For example, documentation of aerial installation should include pole attachment inventories, pole attachment applications, pole attachment agreements between Contractor and other utilities, GPS points of reference for utility poles, and photo images of poles to which fiber is attached. Documentation of underground installation should include conduit design, conduit detailing, manhole detailing, preparation of all forms and documentation for approval of conduit construction and/or installation, verification of as-built and computerized maps.
    - Splicing locations
    - Optical Fiber assignments at Patch Panels
    - Optical fiber assignments at splice locations.
    - Installed cable length
    - Date of Installation
- Fiber Optic details will include:
  - Manufacturer
  - Cable Type, Diameter
  - Jacket Type: Single Mode
  - Fiber core and cladding diameter
  - Fiber attenuation per Kilometer
  - Fiber bandwidth and dispersion
  - Index of refraction
- OTDR documentation will include:
  - Each span shall be tested bi-directionally from endpoint to endpoint. Each span's traces shall be recorded and mapped. Each splice loss from each direction and the optical length between splices as well as any of the information required by Span Map.
    - Reel acceptance
    - Individual fiber traces for complete fiber length
    - Paper and computer disk records of all traces.
    - Losses of individual splices
    - Anomalies
    - Wavelength tests and measurement directions
    - Manufacturer, model, and serial number of OTDR

- Date of last calibration.
- Power Meter documentation will include:
  - Total link loss of each fiber
  - Wavelengths tested and measurement directions
  - Manufacturer, model, and serial number of test equipment
  - Date of last calibration

**References, Standards, and Codes**

Specifications in this document are not meant to supersede state law or industry standards. Contractors shall note in their response where their proposal does not follow the requested specification to comply with state law or industry standard. The following standards are based upon the Customer-Owned Outside Plant Design Manual (CO-OSP) produced by BICSI, the Telecommunications Distribution Methods Manual (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others.

It is required that G4S be thoroughly familiar with the content and intent of these references, standards, and codes and that the Contractor be capable of applying the content and intent of these references, standards, and codes to all outside plant communications system designs executed on the behalf of VOP.

Listed in the table below are references, standards, and codes applicable to outside plant communications systems design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents are modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

References, Standards, and Codes

<b>Standard/Reference</b>	<b>Name/Description</b>
BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
BICSI TCIM	BICSI Telecommunications Cabling Installation Manual
	Customer-Owned Outside Plant Telecommunications Cabling Standard
TIA/EIA - 568	Commercial Building Telecommunications Cabling Standard
TIA/EIA - 569	Commercial Building Standard for Telecommunication Pathways and Spaces
TIA/EIA - 606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
TIA/EIA - 607	Commercial Building Grounding and Bonding Requirements for Telecommunications

TIA/EIA - 455	Fiber Optic Test Standards
TIA/EIA - 526	Optical Fiber Systems Test Procedures
IEEE 802.3 (series)	Local Area Network Ethernet Standard, including the IEEE 802.3z Gigabit Ethernet Standard
NEC	National Electric Code, NFPA
NESC	National Electrical Safety Code, IEEE
OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

## EXHIBIT C

### **NARRATIVE ROUTE DESCRIPTION AND MAP**

School District 135 (SD135) and the Village of Orland Park independently installed conduit for the purpose of extending fiber optic on-net services to facilities throughout the Village footprint. SD135 has offered the permanent use of ~9 miles of 1 1/4 inch empty conduit (yellow) governed by an Intergovernmental Agreement (IGA), currently being finalized. This provides the Village an opportunity to implement on-net connectivity to critical Village owned facilities/assets, improve the data/voice/video throughput, and resiliency between Village data centers and the public internet.

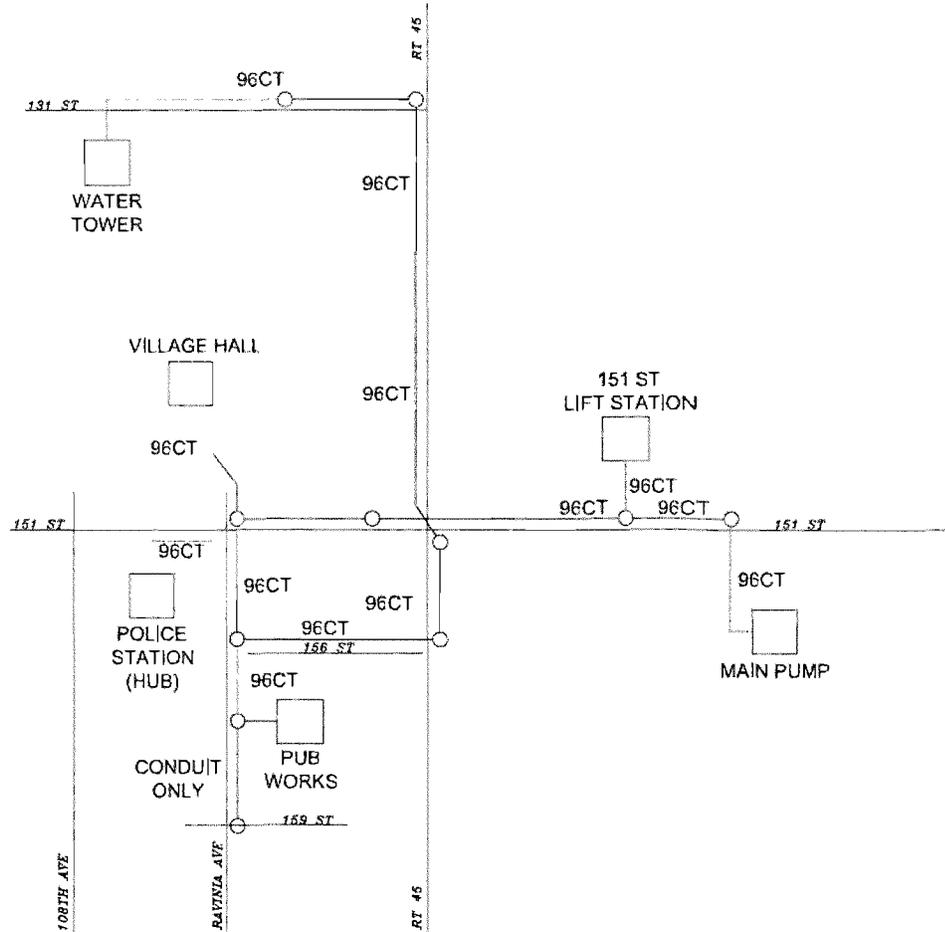
The Village independently owns its own ~ 6-7 miles of 4" PVC conduit and Hand Hole system that runs North/South on Lagrange road and is currently empty.

The Village will receive 96 count fiber strands between the following facilities with the exception of the noted:

- Water Tower #6 (131st Street) to Public Works via Lagrange Road, in existing 4" PVC and new 4" HDPE conduit (96 count fiber)
- Police Department to Main Pumping Station via 151st Street, in Dist 135 conduit and new 4" HDPE conduit(96 count fiber)
- Public Works to Police Department via Ravinia Avenue in existing and new 4" HDPE(96 count fiber)
- Police Department to Village Hall via Ravinia Avenue, in Dist 135 conduit and new conduit (96 count fiber)
- Public Works to 159th/Ravinia (0 (zero) count fiber) – new conduit for future extension to Sportsplex via 159<sup>th</sup> Street (by others).

NEW 4" HDPE ONLY  
 DISTRICT 135 <E> SPARE 1.25" HDPE  
 VOP <E> 4" PLACING 1.25" HDPE  
 1.5" HDPE 1.25" HDPE

### VILLAGE OF ORLAND PARK FIBER SCHEMATIC

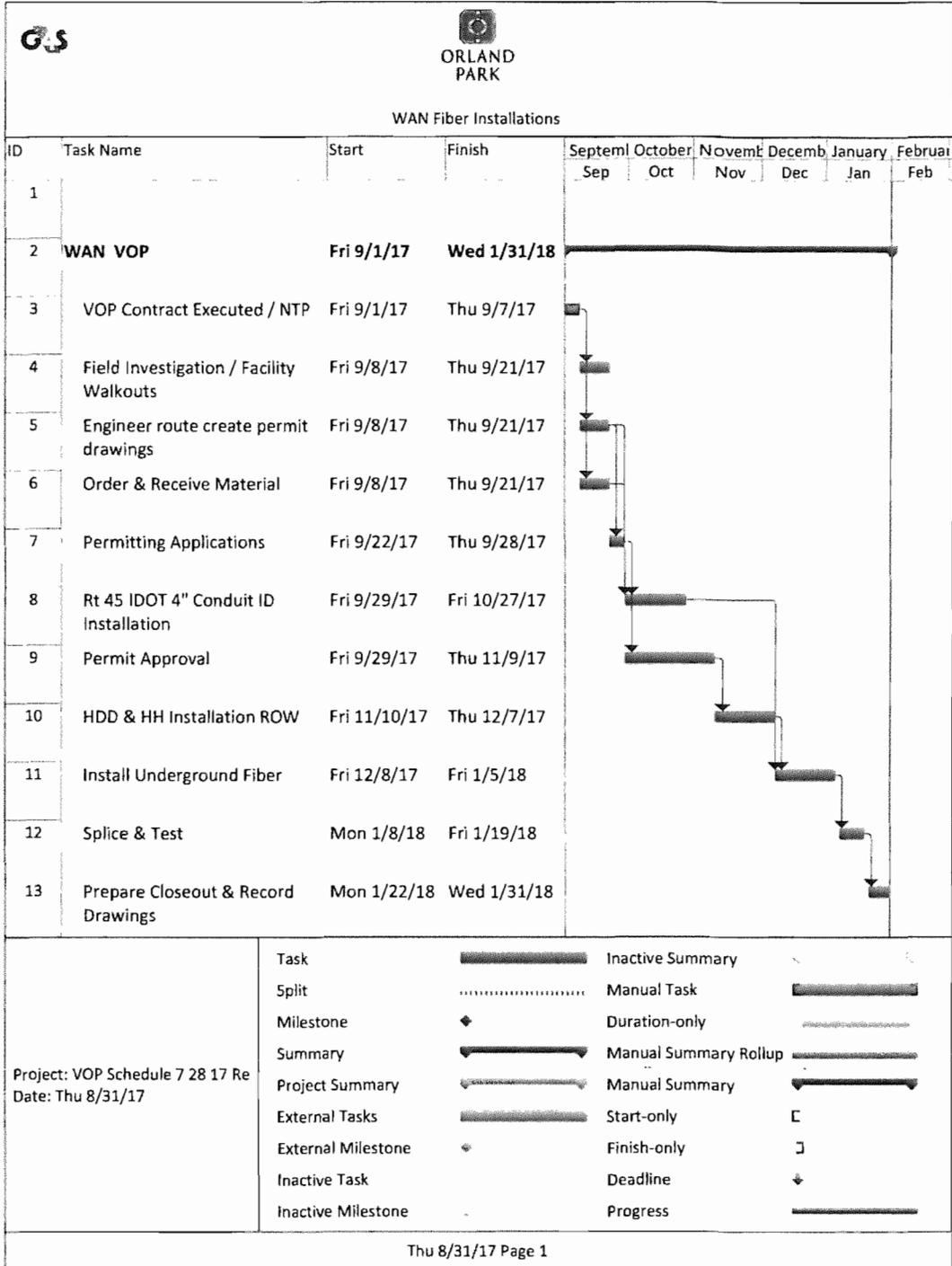


**SYMBOL KEY**  
 ○ HANDHOLE



# EXHIBIT D

## PROJECT SCHEDULE



## EXHIBIT E

### PRICING AND DRAW SCHEDULE



#### Village of Orland Park Fiber Optic Network

Pricing 08/29/17

96 Ct Conventional Fiber Optic Cable

BUILDING NAME / ROUTE	STRAND COUNT	MILEAGE	LABOR	MATERIALS	AS-BUILTS	TOTAL
VOP: Rt 45 131st to 156th Street	96 strands (48 pair)	3.08	\$58,000.78	\$25,481.70	\$505.00	\$83,987.48
VOP: Rt 45 and 131st to Water Tower Connection (Sandburg campus) -	96 strands (48 pair)	0.19	\$34,770.00	\$6,487.98	\$9,880.00	\$51,137.98
VOP: Police Station to Lift Station then to MPS	96 strands (48 pair)	1.73	\$82,463.55	\$25,341.42	\$70,452.50	\$128,257.77
VOP: 159th and Ravinia to Public Works	Conduit Only (3-4" SDR11)	0.25	\$44,107.75	\$16,144.41	\$19,537.50	\$73,789.66
VOP: Village Hall to Police Station on Ravinia	96 strands (48 pair)	1.49	\$50,295.00	\$19,611.03	\$12,615.00	\$82,721.03
VOP: Police Station to Public Works on Ravinia	96 strands (48 pair)	0.80	\$30,937.81	\$11,428.81	\$12,815.00	\$55,191.62
VOP 156th & Rt45 to Ravinia	96 strands (48 pair)	0.17	\$3,309.69	\$6,735.83	\$13,452.50	\$23,498.02
<b>Total</b>						<b>\$498,383.56</b>

# FORECASTED DRAW SCHEDULE

## Village of Orland Park Fiber Project Draw Forecast

2017-2018

incurred September		incurred October		incurred November		incurred December		incurred January	
Invoiced	October	Invoiced	November	Invoiced	December	Invoiced	January	Invoiced	February
	\$30,702		\$366,618		\$76,214		\$20,547		\$4,502

## EXHIBIT F

### AFFIDAVIT OF COMPLIANCE

The undersigned Greg LaSala, as Vice President - Operations  
(Enter Name of Person Making Affidavit) (Enter Title of Person Making Affidavit)

and on behalf of G4S Secure Integrations LLC, certifies that:  
(Enter Name of Business Organization)

**1) BUSINESS ORGANIZATION:**

**The Proposer is authorized to do business in Illinois: Yes [ X ] No [ ]**

**Federal Employer I.D. #: 75-3268016**  
(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 \_\_\_\_\_ (State of Incorporation) \_\_\_\_\_ (Date of Incorporation)

**2) ELIGIBILITY 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.

**3) SEXUAL HARRASSMENT POLICY: 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."

**4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: 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.

5) **PREVAILING WAGE COMPLIANCE:**      Yes [ X ]    No [ ]

In the manner and to the extent required by law, this contract is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of Contractor or any subcontractor of the Contractor bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as amended, Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor 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 <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

The undersigned Contractor 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. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

6) **PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM:** Yes [ X ] No [ ]

Contractor 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: IBEW Local 9

**Brief Description of Program: The IBEW electrical apprenticeship is a joint program between the International Brotherhood of Electrical Workers (IBEW) and National Electrical Contractors Association (NECA). The Electrical Training Alliance was created to blend classroom and online learning together to improve the experience for all IBEW apprenticeships.**

7) **TAX CERTIFICATION:** Yes [ X ] No [ ]

Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (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.

8) **AUTHORIZATION & SIGNATURE:**

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the Proposal, 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 Affidavit are true and accurate. The undersigned, having become familiar with the Project specified, 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:**

*Greg LaSala*  
Signature of Authorized Officer

Greg LaSala  
Name of Authorized Officer

Vice President - Operations

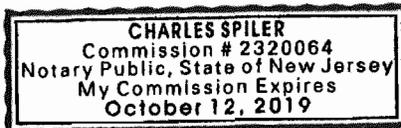
Title

Date 8/30/17

Subscribed and Sworn To  
Before Me This 30<sup>th</sup> Day  
of AUGUST, 2017.

*Charles Spiler*  
Notary Public Signature

(NOTARY SEAL)



**EXHIBIT G**

**INSURANCE REQUIREMENTS**

**WORKERS COMPENSATION & EMPLOYER LIABILITY**

\$500,000 – Each Accident \$500,000 – Policy Limit  
\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

**AUTOMOBILE LIABILITY**

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

**GENERAL LIABILITY (Occurrence basis)**

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit

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

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

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

**EXCESS LIABILITY (Umbrella-Follow Form Policy)**

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

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

**PROFESSIONAL LIABILITY**

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

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

The Contractor agrees that within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Purchasing & Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of this relationship.

ACCEPTED & AGREED THIS 30<sup>th</sup> DAY OF AUGUST, 2017

  
\_\_\_\_\_  
Signature

Authorized to execute agreements for:

Greg LaSala, Vice President - Operations  
Printed Name & Title

G4S Secure Integration LLC  
Name of Company





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc of Florida		NAMED INSURED G4S Secure Integration LLC	
POLICY NUMBER See Certificate Number: 570068241107			
CARRIER See Certificate Number: 570068241107	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC014112109 FL	10/01/2016	10/01/2017	
D		N/A		WC014112115 AZ, IL, KY, NC, NH, UT, VA, VT	10/01/2016	10/01/2017	
D		N/A		WC014112110 MA, WI - Incl. Stop Gap	10/01/2016	10/01/2017	
D		N/A		WC014112111 ME	10/01/2016	10/01/2017	
D		N/A		WC014112112 NJ PA	10/01/2016	10/01/2017	
	OTHER						
F	E&O-PL-XS			019320521 Ex Professional Liab	10/01/2016	10/01/2017	Each claim \$1,000,000
A	Excess WC			XWC6583102 OH-Statutory WC SIR applies per policy terms & conditions	10/01/2016	10/01/2017	EL Each Accident \$1,000,000
							EL Disease - Policy \$1,000,000
							EL Disease - Ea Empl \$1,000,000



Bond No. 016075084

### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

G4S Secure Integration LLC

1200 Landmark Center, Suite 1300, Omaha, Nebraska 68102

(Full Name [top line] and Address [bottom line] of Principal)

as Principal (hereinafter called Principal) and Liberty Mutual Insurance Company, as Surety, (hereinafter called Surety)

are held and firmly bound unto

The Village of Orland Park

14700 Ravinia Avenue, Orland Park, IL 60462

(Full Name [top line] and Address [bottom line] of Obligee)

(hereinafter called Obligee) in the penal sum of Four Hundred Ninety-eight Thousand Five Hundred Eighty-three Dollars And Fifty-six

Cents Dollars \$498,583.56 for the payment of which, well and truly to be made, we

hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT whereas the above Principal did on August 1st, 2017 enter into a contract with the Obligee for Design and Construction Agreement for Village of Orland Park Fiber Link Build which contract is made a part of this bond the same as though set forth herein;

NOW THEREFORE, if the said Principal shall

- (1) well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said contract and, failing to do and perform such things, shall indemnify the Obligee against direct pecuniary loss resulting therefrom; and shall
- (2) pay all lawful claims of subcontractors, materialmen and laborers (hereinafter called claimants) for labor performed and material furnished and incorporated in said work, we agreeing and assenting that this undertaking shall be for the benefit of any claimant having a just claim as well as for the Obligee herein, subject however, to the priority and with the written consent of the Obligee,

then this obligation shall be void; otherwise to remain in full force and effect; it being expressly understood and agreed that the liability of the Principal and Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

No suit, action or proceeding shall be brought hereunder by the Obligee unless commenced within two years from the date of completion of said contract; and no suit, action or proceeding shall be brought hereunder by any claimant unless, as a condition precedent thereto, written notice shall have been given by such claimant to the Surety at its home office in the City of Boston, MA within ninety (90) days after the last of the material or labor was furnished or performed; and, subject to the foregoing with respect to giving written notice, no suit, action or proceeding shall be brought by any claimant hereunder unless commence within twelve (12) months from the completion of said contract.

Notwithstanding any provision to the contrary in this Bond, or in the Contract, this Bond will remain in effect for a period of twelve (12) months following completion of the Contract to address the one (1) year general warranty, then this obligation shall be null and void. Any additional warranty or guarantee expressed or implied is extended by the Principal and/or a manufacturer only, the Surety assumes no liability for any such guarantee. No suit, action or proceeding to recover on this Bond shall be sustained unless the same is commenced within two (2) years following the completion of the Contract.

Signed, sealed and dated:

G4S Secure Integration LLC

September 7, 2017

By: David Nostra  
David Nostra, Vice President (Principal)

Liberty Mutual Insurance Company

By: Maria Signorile  
Maria Signorile (Attorney-In-Fact)  
09/07/2017



S-4213

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No 7857994

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS, That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Benjamin A. Stahl; Elizabeth K. Sterling; Maria Signorile; Wesley P. Williams**

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of August, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 9th day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12 Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of September, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.