

**PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO: 13-30-12621**

for

FIBER OPTIC CONSTRUCTION SERVICES PHASE II

BETWEEN



**COOK COUNTY GOVERNMENT
Bureau of Information Technology**

AND

MEADE, INC.

Based on State of Illinois – CMS Contract No. CIC260280B

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

APR 17 2013

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PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 County Price Proposal
- Exhibit 3 State of Illinois – CMS Contract No. CIC260280B
- Exhibit 4 General Conditions
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AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and Meade, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as "Contractor," pursuant to authorization by the Cook County Board of Commissioners on the 17th day of April, 2013, (the "Effective Date") as evidenced by the Board Authorization letter attached hereto as EXHIBIT "6."

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the Reference Contract Ordinance) of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this procurement Code;" and

Whereas, the State of Illinois solicited a formal Request for Proposal process for Fiber-Optic Construction Services and as the Contractor was identified as the qualified and lowest cost provider for the goods and services; and

Whereas, the State of Illinois ("the State") entered into a contract on July 1, 2011 for the provision of goods and services by the Contractor for the State relative to the Fiber-Optic Construction Services, State Contract # CIC260280B ("the State Contract"); and

Whereas the County through the State-County collaboration, wishes to leverage the procurement efforts of the State; and

Whereas, the County through the Bureau of Technology, desires certain similar goods and services of the Contractor; and

Whereas, the Contractor agrees to provide the County, Fiber-Optic Construction Services, as incorporated as Exhibit I, Cook County Broadband Technologies Partnership Phase II – 26th and California Statement of Work; and

Whereas, the Contractor warrants that it is ready, willing and able to perform these services for the County set forth in Exhibit 1 Statement of Work and Exhibit 2, County Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the State Contract as set forth in Exhibit 2 County Price Proposal and incorporated herein by reference; and

Whereas, this Contract shall be effective after proper execution of the contract documents by the County through June 30, 2015, and the County may choose to exercise renewal options as stated in the State Contract; and

Whereas, the County and the Contractor agree to the Terms and Conditions as stated in the State Contract, hereto incorporated by reference as Exhibit 3, State of Illinois Contract, all as may be applicable to the County; and

Whereas, the County General Conditions are incorporated and attached by reference as Exhibit 4, and this Contract incorporates and is subject to the provisions attached hereto as Exhibit 4 General Conditions, and is incorporated herein by this reference; Notwithstanding such incorporation, none of the terms set forth in Exhibit 3 which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made part of this Agreement by reference.

Incorporation of Exhibits

The following attached Exhibits are made a part of this agreement:

- Exhibit 1 County Statement of Work
- Exhibit 2 County Price Proposal
- Exhibit 3 State of Illinois -- CMS Contract No. CIC260280B
- Exhibit 4 General Conditions
- Exhibit 5 Evidence of Insurance
- Exhibit 6 Cook County Board of Authorization

EXHIBIT 1
County Statement of Work

**Cook County Broadband Technologies Partnership
Phase II - 26th and California Statement of Work**



Submitted by:

Meade, Inc.

Submitted to:

Cook County Government

**Presented by:
Michael Knutson, Vice President**

Cook County in conjunction with the Illinois Century Network (ICN), City of Chicago (City) and the Chicago Transit Authority (CTA) plan to create the Cook County Broadband Technologies Partnership Network (Network) includes major County anchor institutions along a Western Corridor of the County. This Network will be a collaborative effort utilizing existing or planned ICN fiber, fiber from the CTA and other providers and new build lateral segments from existing fiber to the identified anchor institutions. Meade, Inc. (Meade) has successfully completed the construction of Phas I of this Network. This Statement of Work (SOW) presents a proposed cost for Phase II that includes Segment C - 26th and California.

Client Name	Cook County, Bureau of Technology Information Technologies Solutions & Services
Client Contact	Tony Daniels, Chief Technology Officer
Project Name	Cook County Broadband Technologies Partnership Network
Engagement Duration	
Begin Date	
End Date	

Segment Costs

SEGMENT	COST
C-26 th and California	\$831,852.00

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- 1. WORK TO BE PERFORMED.** Meade, Inc. (Meade) will install new Fiber Optic cable for Segment C from the CTA California Station to the County's 26th and California campus (herein referred as the Work) as depicted in Exhibit A. The Work shall comply with the attached Cook County BTOP Fiber Optic Network Construction Specifications attached as Exhibit B based on Labor Rates contained in the State Contract (CIC260280B) attached as Exhibit 3. The attached Exhibits shall describe Meade's Work, and Labor Rates applicable to this Work. Meade shall be solely responsible for the means, methods, and procedures of performing the Work.

It will be the specific responsibility of Meade to provide, at a minimum, the following construction and fiber deployment services:

- Installation of fiber/duct per approved route engineering
- Trenching and/or directional boring for placement of conduit, as required
- Placement of pull boxes
- Fiber deployment using the latest industry standards to ensure adequate slack points for fast network restoration and access for future customer tie-ins.
- Building penetrations for termination locations, as required
- Provide fibers splicing and termination services
- Provide enhanced fiber testing required certifying the system.
- Provide full system as-built documentation package to include fiber test results

It will be the specific responsibility of Meade to provide all materials listed in Exhibit B.

- 2. EMERGENCY MAINTENANCE.** Meade will provide on-call service, as required to make emergency repairs to the public access segments of the Network. Emergency Maintenance will be provided twenty-four (24) hours per day, 365 days per year. Most often, this will include repair of cable and conduit damaged as a result of construction equipment cutting the fiber; however any service outage related to the fiber optic cable will be included.

Meade must be on site within two (2) hours of receiving an emergency service call. Meade shall assess the damage, make a recommendation to the County for repair and begin those repairs four (4) hours of receiving an emergency service call.

Emergency Maintenance Documentation

Meade will be required to provide detailed documentation related to each incident of damage including the following:

- Location of the incident
- Data and time of the incident
- Key milestones including notification, arrival on scene, beginning of repairs, and time service is restored.

- Damaging party information
- Cause of damage
- Elements of the System affected
- Status of Locates in the area
- Third parties affected
- Times of key notifications
- A brief written summary of the cause of the damage, the response, and the ultimate conditions related to the incident.

3. SCHEDULE OF PERFORMANCE. Meade will commence, and thereafter prosecute this Work in accordance with the Project Schedule so as not to cause any delays or interference with the completion of the Project.

4. TIME OF PERFORMANCE. Time is of the essence for Segment C. Meade's Work and the work of its Subcontractors shall be completed as soon as due diligence and good practice permit.

5. WARRANTY. Meade hereby warrants and guarantees that the Work furnished hereunder shall conform to the County's specifications, the requirements of this Agreement, approved shop drawings or samples, if any, and, further warrants and guarantees that the Work is free from any and all defects in design, material and workmanship as described above for the period of one year from the date(s) of execution of Certificate of Final Acceptance. Meade shall promptly, and at its sole cost and expense, either repair or replace defective Work upon receipt of the County's written notice of a defect.

6. PRICING FOR MATERIAL AND SERVICES. The Contract Price shall represent Meade's full compensation for performing the Work. In consideration for the delivery of acceptable Material, and the performance of acceptable Services, The County will pay to Meade the prices set forth in this Agreement, and shall not be invoiced at prices higher than those shown hereon.

7. PAYMENT. Unless otherwise provided in this Contract, the County shall pay to Meade the amount of the invoice, based on the Progress Payment Schedule.

Payment of emergency maintenance service will be on a time and material basis, only after all required documentation related to the incident is submitted, reviewed and approved by the County.

8. CHANGES IN SPECIFICATIONS AND DRAWINGS. The County may order changes in the work consistent with the provisions of the General Conditions and within the general scope of this Agreement, consisting of additions, deletions or other revisions. If such changes cause a material increase or decrease in the cost of performing Meade's Work, or the time of

performances, and written notice thereof is given to the County within ten (10) days after the giving of such notice of change, an equitable adjustment in the Contract Price and/or the time of performance shall be made.

9. CLEANUP. Meade shall follow the County's clean-up and safety directions, and at all times keep the building and premises free from debris and unsafe conditions resulting from Meade's Work; and broom clean each work area prior to discontinuing work in that area.

10. CHANGE MANAGEMENT PROCESS

Change Management Process will be based on the current Cook County Change Management Procedures. No work on changes to the project scope will be started prior to being so authorized by the Cook County authorized representative.

11. PROJECT MANAGEMENT

Meade will provide ongoing project management and full coordination of all aspects of the project. The project management function will provide the primary line of communications between Meade and the County. The project management function will provide the County with the current status of the project including critical issues impacting project schedule and task completion

Upon authorization, Meade will proceed with the development of a Detailed Project Plan that addresses and documents the characteristics and boundaries of the project and its associated products and services, as well as the methods of acceptance and scope control. The project plan will include:

- Project objectives, requirements and deliverables
- Project acceptance criteria
- Project boundaries, assumptions and constraints
- Initial project organization
- Initial defined risks
- Schedule milestones
- Initial Work Breakdown Structure
- Project configuration management requirements
- Approval requirements
- Project communications
- Project risk analysis
- Project issues log

Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

Cook County

Meade, Inc.

Tony Daniels

Michael K. Knutson

Full name

Full name

Chief Technology Officer

Vice President

Title

Title

Signature

Signature

Date

3/27/13

Date

EXHIBIT A

26th and California Campus Drawing

Cook County Broadband Technologies Partnership 26th & California Proposed Fiber Path

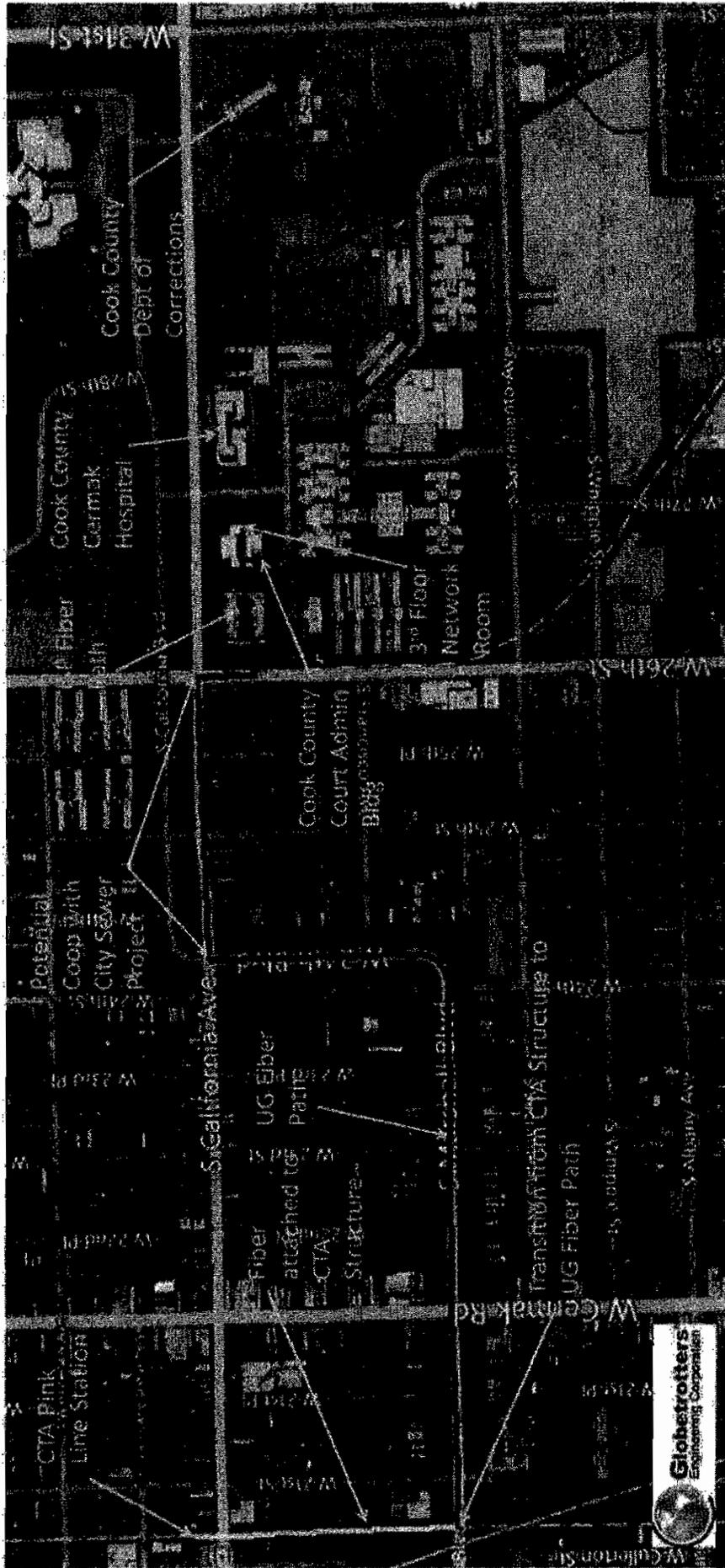


EXHIBIT B

Cook County BTOP Fiber Optic Network Construction Specifications

**COOK COUNTY FIBER PROJECT
PHASE 2
CTA PINK LINE CALIFORNIA STATION TO
COOK COUNTY ADMINISTRATION BUILDING (CCAB)
3rd FLOOR DATA ROOM
2700 SOUTH CALIFORNIA AVENUE**

Phase 2

Cook County
Broadband Technologies
Partnership
Fiber Optic Network

Construction Specifications

ISSUED FOR BID PROPOSAL

Issued for Bid
March 26, 2013

LISTING OF SECTIONS

1. SCOPE
2. PERMITS
3. PROTECTION OF THE WORK
4. SUBMITTAL REQUIREMENTS
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 - 13.15 WORK WITHIN THE CDOT RIGHT-OF-WAY
 - 13.16 ACCESS TO WORK WITHIN ACCESS CONTROLLED CDOT RIGHT-OF-WAY
 - 13.17 ADDITIONAL SPECIFICATIONS FOR WORK WITHIN IDOT RIGHT-OF-WAY
 - 13.18 COORDINATION OF REQUIREMENTS
 - 13.19 AS-BUILT DRAWINGS AND DATA SUBMITTAL
 - 13.20 CABLE AND CONDUIT LOCATING
 - 13.21 DAILY WORK HOUR RESTRICTIONS
14. QUALITY ASSURANCE
15. WARRANTY
16. DELIVERY, STORAGE AND HANDLING
17. SEQUENCE AND SCHEDULING
18. USE OF THE SITE
19. CONTINUITY OF SERVICES
20. EXECUTION
21. REFERENCES

1. SCOPE

This specification and the drawings as described in Section 1 herein comprise the construction documents for Phase 2.

This Project will establish Fiber connectivity to the Cook County Criminal Courts Administration Building (CCAB) 3rd Floor Data Room and shall be installed in accordance with the construction documents issued by the Cook County Bureau of Technology to construct the fiber optic system for use by Cook County and its designees. Cook County as designated in this specification shall come to mean the Cook County Project Manager or its representative. Locations of installation will be:

The Cook County Criminal Courts Building (CCB) - 2600 S California Av.

The Cook County Criminal Courts Administration Building (CCAB) - 2700 S California Av.

The CTA Pink Line-California Av. Station – Network Room

This project shall include work in the above facilities as well as providing connectivity between them as shown in the project drawings. This Project will require a combination of Inside Plant Construction and Outside Plant Construction.

All work in CTA ROW Shall follow CTA guidelines, regulations and safety requirements.

The Contractor will provide all equipment, materials, labor, tools and supervision to provide a Fiber Optic Distribution System including, but not limited to:

1. Conduit, pull boxes, fiber troughing and support systems as needed
2. Optical fiber, associated hardware and materials, termination panels, splice enclosures and consumables for all inside/outside plant construction per design.
3. Fiber Testing and documentation
4. As built Documentation, including GPS shape files as detailed in section 13 of this specification.

At the completion of this project, the client should be able to transmit acceptable optical signal between the fiber termination panels located at the connected facilities. Since the complete project will consist of new as well as existing construction, contractor will be responsible for testing of said sections including end to end testing from 69 West Washington to Polk Street CTA Station to Stroger Hospital, to Polk Street CTA Station, to the California Ave. CTA Station, to the CCAB as well as the existing sections between Cermak Hospital and the CCAB and the Sheriff's Office and the CCAB. Any repairs that are necessitated as a result of these tests, shall be handled based on whether they were existing or project installed segments.

2. PERMITS

The Contractor is responsible to procure and pay for all permits fees related to the installation of this Fiber Network including but not limited to Contractor's licenses, construction bonds, transportation, equipment, labor, private property and or other general permits except for any City of Chicago Dept of Transportation Permits (Cook County will procure). The contractor is also responsible to schedule pre and post construction inspection with all required and relevant governmental agencies.

3. PROTECTION OF THE WORK

The Contractor shall be responsible for the safety and protection of the public and of public and private property during the contract operational period on and around the construction sites. The Contractor shall protect all Contractor installed materials and provide locate services for such until COOK COUNTY's project acceptance.

The Contractor shall repair all damage to the work area caused as a result of Contractor's work. In the event damage is irreparable, Contractor shall remove and replace such items at no additional cost to COOK COUNTY or the property owner.

The Contractor shall repair any damage to any piping, walls, floors, ceiling tiles, lights, sidewalks, streets, manholes, gas lines, utilities, or any other public or private property in the work area damaged by the Contractor.

The contractor will keep the work area clear of debris and provide a safe path for any pedestrian travel. This will include cleaning up all materials, tools and equipment at the end of the work day with any work areas safely partitioned off and/or protected in a manner to allow safe public travel through or around such work areas.

Contractor shall only work during times previously approved by the facility owner.

4. SUBMITTAL REQUIREMENTS

All materials used on the project shall have a manufacturer's material data sheet (MMDS) submitted to COOK COUNTY for approval. If in COOK COUNTY's opinion the submitted material will not be adequate or sufficient for COOK COUNTY's needs, COOK COUNTY will notify the Contractor as such and recommend an appropriate alternate to the Contractor. The Contractor will be responsible for submitting a different MMDS to COOK COUNTY for review and approval for material that COOK COUNTY denied. There will be no additional cost to COOK COUNTY for the Contractor to furnish COOK COUNTY approved materials.

The following are required submittals for approval by COOK COUNTY..

Submit to the Cook County shop drawings, product data (including cut sheets and catalog information), and samples required by the Contract Documents. Submit shop drawings, product data and samples with such promptness and in such sequence as to cause no delay in the work or in the activities of separate Contractors. The Engineer/Designer will indicate approval of shop drawings, product data, and samples submitted to the Engineer by stamping such submittals "APPROVED" with a stamp. Submitted shop drawings shall be initialed or signed by the Contractor, showing the date and the Contractor's legitimate firm name.

By submitting shop drawings, product data and samples, the Contractor represents that it has carefully reviewed and verified materials, quantities, field measurements, and field construction criteria related thereto. It also represents that the Contractor has checked, coordinated and verified that information contained within shop drawings, product data, and samples conform to the requirements of the work and of the Contract Documents. Cook County remains responsible for the design concept expressed in the Contract Documents as defined herein.

ii. Cook County approval of shop drawings, product data and samples submitted by the Contractor shall not relieve the Contractor of responsibility for deviations from requirements of the Contract Documents, unless the Contractor has specifically informed the Cook County in writing of such deviation at time of submittal, and the Engineer/Designer has given written approval of the specific deviation. The Contractor shall continue to be responsible for deviations from requirements of the Contract Documents not specifically noted by the Contractor in writing, and specifically approved by the Engineer in writing.

iii. Cook County approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for errors or omissions in such shop drawings, product data and samples.

iv. Cook County review and approval or other appropriate action upon shop drawings, product data, and samples, is for the limited purpose of checking for conformance with information given and design concept expressed in the Contract Documents. Cook County review of such submittals is not conducted for the purpose of determining accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. Cook County approval of a specific item shall not indicate approval of an assembly of which the item is a component.

Perform no portion of the work requiring submittal and review of shop drawings, product data or samples until Cook County has approved the respective submittal. Such work shall be in accordance with approved submittals.

Submit shop drawings, product data and samples as a complete set within thirty (30) days of award of contract.

- i. For initial submission and for resubmission required for approval, submit four (4) copies of each item or electronic pdf file. Cook County will only return two (2) copies. Make reproductions as required for your use and distribution to Subcontractors.
- ii. Illegible submittals will not be checked by Cook County.

General: Submit the following:

- i. Bill of materials, noting long lead time items.
- ii. Optical loss budget calculations for each optical fiber run.
- iii. Project schedule including all major work components that materially affect any other work on the project.

Shop Drawings: Submit the following:

- i. Markups of drawings presented if changes are requested.
- ii. Locations of all pull boxes (existing and new).

Product Data: Provide catalog cut sheets and information for the following:

- i. Fiber optic cable (all types required for installation)
- ii. Enclosures and components, fiber connectors
- iii. Conduit, pull boxes, fittings and support brackets
- iv. Splice housings
- v. Fire Stopping System and installation method per wall penetrated locations. MMDS for all material associated with system.
- vi. Inner duct

Project Record Drawings: Submit project record drawings at conclusion of the project and include (ref. 13.19):

- i. Approved shop drawings
- ii. Labeling and administration documentation
- iii. Warranty documents for equipment
- iv. Optical fiber OTDR traces and power meter/light source test results
- v. Pictures of all penetrations fire stopping
- vi. Locations of all splices, Hand holes, Manholes and pull boxes with GPS coordinates where available.

MMDS and installation instructions on the splice method, hardware and splicing equipment.

MMDS for the fiber optic cable, pull boxes, connectors, cable lubricant, duct sealant closures, pull rope, enclosures, identification tape, fire stopping systems, pipe supports and mounting hardware.

MMDS for the extruded, joint less polyethylene duct or conduit as applicable including reel lengths, actual inside diameter, factory test reports, pulling strength, and technical data.

MMDS for the testing equipment including a written test procedure outlining the steps and methods that will be used to test the cable during and after installation, including a sample copy of the test form that will be used in the test procedure.

Cable installation procedures for the applicable method of installation, outlining the construction methods that will be used. Identify steps that will be taken to ensure that the cable is not damaged during the installation. Also provide a schematic of entire system showing proposed locations of pull boxes, splices, pull and mid-assist points, calculated pulling tensions, and direction of pull as applicable.

Complete factory test results for each cable reel stating the signal loss for each fiber in the cable prior to and after extrusion of duct around cable if applicable. (ref. 13.12)

Certified test results for each cable after installation stating the signal loss of each fiber in the cable between splices, across splices, across all splices, and from end to end after splicing is complete. (ref. 13.12)

Other submittals are required as stated in the Specification including but not limited to the submittals required by governing agencies during the construction and post construction phase.

5. DAILY PROJECT CLEAN UP REQUIREMENTS

The Contractor shall maintain a clean and hazard free work area including but not limited to daily removal of all spoils and sweeping all affected street and side walk areas. The Contractor shall remove from the site and dispose of all spoil, waste, and other unused excavated materials in accordance with the specifications and requirements of the applicable authority having jurisdiction.

Where excavation is required in asphalt areas along the streets and roads, restoration shall be completed immediately and prior to removal of traffic control. The Contractor shall not leave any sections of the unattended trench open during non-work hours. The Contractor shall backfill all segments of the trenching in adherence with the trench detailed cross sectional drawings listed in the engineering documents.

As necessary, the Contractor shall cover the excavation with steel plating. The Contractor shall place steel plates in a manner approved by governmental agencies having jurisdictional authority. Steel plates shall be a minimum 3/4" thick, spiked down in the corners, shimmed to prevent rocking, and cold patched around the edges. Plate installation shall be subject to final approval by aforementioned representatives.

The Contractor shall sweep up all dirt generated from the work at the end of each day.

The Contractor shall store all equipment, tools, material, etc. in a manner so as not to inhibit traffic flow or parking during working or non-working hours. COOK COUNTY will assume no responsibility for the Contractor's equipment or materials. Security for the job area is the responsibility of the Contractor. The Contractor shall comply with the security requirements of the right-of-way owners or other jurisdictional authorities.

The contractor will keep the work area clear of debris and provide a safe path for any pedestrian travel. This will include cleaning up all materials, tools and equipment at the end of the work day with any work areas safely partitioned off and/or protected in a manner to allow safe public travel through or around such work areas.

6. TESTING, INSPECTION AND ACCEPTANCE

All work shall be subject to the inspection and approval of COOK COUNTY and the government agencies having jurisdiction. The Contractor shall schedule the work and provide adequate notifications to comply with any and all requirements for inspection.

COOK COUNTY representatives will inspect workmanship and progress of work being performed. Where workmanship or installation deficiencies are observed, the COOK COUNTY representative will prepare a written list of these deficiencies and discuss them immediately with the Contractor's Supervisors. The Contractor shall then take measures to correct any discussed or written deficiencies without impacting the established schedule.

Acceptance of fiber and fiber test results is specified in Fiber Optic Cable Splicing & Testing. (ref 13.12)

The contractor will verify and document that all the inner duct and pipe placed, is clean, has continuity, has proper coupler sealing, and is free of inner obstructions.

Upon COOK COUNTY notification by the Contractor of completion of the work, a COOK COUNTY Representative and the Contractor's representative shall jointly perform a "walk through" inspection of the work. The COOK COUNTY Representative will, during this inspection, prepare a punch list of observed deficiencies. The Contractor shall then correct all deficiencies in a timely manner. Acceptance will not be granted until all deficiencies have been corrected to the satisfaction of COOK COUNTY and in accordance with the specifications of the governmental agencies having jurisdiction. The completion report shall certify that all deficiencies have been corrected. COOK COUNTY will review and approve all red line drawings, fiber test results and GPS data and shape files prior to acceptance of the work.

COOK COUNTY may opt to use the fiber network during the transition period (after construction is complete and prior to acceptance). During this transition period, the Contractor shall provide a support team to provide fiber troubleshooting and corrective maintenance support to COOK COUNTY including the installed fiber locates.

7. TRAFFIC CONTROL

The Contractor shall conform to all traffic controls as required by the City of Chicago Department of Transportation and Illinois Department of Transportation and other agencies having jurisdictional authority. The Contractor shall be responsible for the safety of the general public and shall always give right of way to all other vehicular traffic. Should traffic control by local law or other jurisdictional enforcement be required, the Contractor shall coordinate with the appropriate jurisdictional authority and incur all cost of law enforcement or other jurisdictional personnel. The Contractor shall provide a minimum of five (5) days' notice to COOK COUNTY for lane or shoulder closures. The Contractor will obtain approval from the jurisdictional agency having authority for the placement of the traffic control. No additional time will be added to the schedule due to limitations on traffic control as established by the authority having jurisdiction.

The Contractor shall furnish all signs, barricades, barriers, cones, drums, warning lights, flag persons or other devices that are required and obtain all the necessary approvals. The Contractor shall maintain a log and provide COOK COUNTY on a monthly basis with a copy of the log containing such obtained approvals.

8. UTILITY LOCATIONS AND SUBSURFACE OBSTRUCTIONS

The Contractor shall recognize that utilities shown on drawings are for informational purposes only. COOK COUNTY and participants assume no responsibility for the accuracy of these utilities shown or utilities that are not shown on the drawings.

The Contractor shall contact the applicable locate company at least forty-eight (48) hours in advance of construction for location of buried utilities. The Contractor is responsible to locate and avoid all subsurface obstructions. It is the Contractor's responsibility to verify the locations of subsurface obstructions shown on the drawings as well as any additional obstruction not identified on the drawings.

For Emergency Maintenance Restoration Work all applicable locate companies shall be notified. The state law shall be followed in regards to excavation after an emergency locate request has been called in.

The Contractor shall be responsible to hand dig (pothole) any pipeline, utility or other buried facility prior to excavation in the area. There will be no additional cost to COOK COUNTY for pothole work.

The Contractor shall maintain clearances required from existing utilities and follow the procedures of said utility as required.

The Contractor shall take all responsibility for damage to other utilities, personal injury, property and other damages resulting from such damage.

The Contractor shall keep a log of all telephone contacts to notify existing utilities of pending excavation. Such log shall include date, time of day, name of individual contacted, names of company contacted, telephone number, and confirmation number. Such log shall be made available to the COOK COUNTY representative at any time.

At locations where conduit, cable or inner duct crosses other subsurface utilities or other structures, the conduit, cable or inner duct shall be installed to provide a minimum of twelve inches (12") of vertical clearance and applicable minimum depth can be maintained; otherwise the conduit, cable or inner duct will be installed under the existing utility or other structure.

During performance of the Work, if Contractor or any of its subcontractors damages an existing utility line or has reason to believe it has hit a utility line, the Contractor shall immediately call 9-1-1 and COOK COUNTY phone number to be furnished later, and make the appropriate notification.

9. SUPERVISION AND SUPERINTENDENTS

The Contractor shall furnish to COOK COUNTY, In writing, a telephone escalation list with the names and telephone numbers of the members of his/her organization and subcontractors' organizations who can be contacted in the event of off-hours emergency at the construction site.

The Contractor shall attend progress and project coordination meetings with COOK COUNTY representatives, other subcontractors and persons that COOK COUNTY may from time to time require to have present. The progress meetings shall include job key personnel, including the Supervisor and any other persons in charge of various phases of the work.

The Contractor shall supply COOK COUNTY with qualifications of their supervisors that will be working on this project prior to commencement of work.

Key personnel on the job will have mobile phones.

10. PROJECT COMMUNICATIONS

The Contractor shall designate a project manager to act as the point of contact with COOK COUNTY. All communications from COOK COUNTY shall be directed to the designated project manager. The Contractor shall only be responsible for direction received from the COOK COUNTY project manager or their designee.

11. DRAWINGS

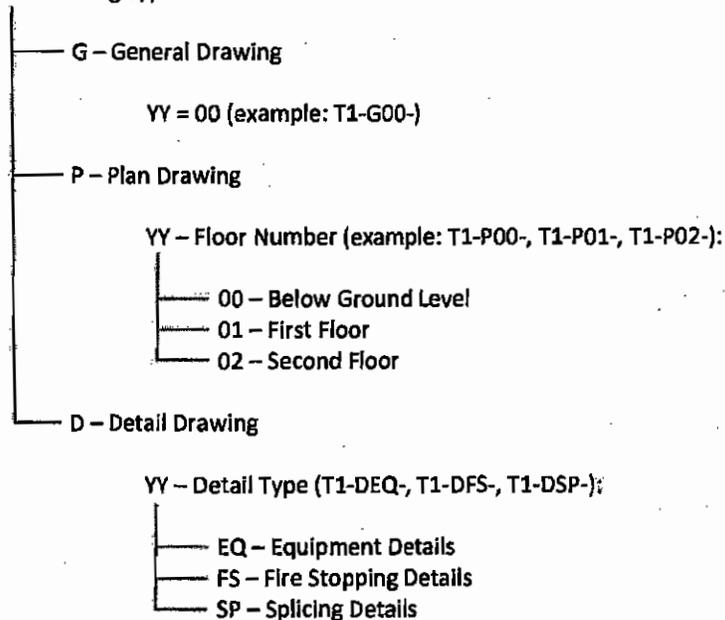
Construction drawings provided depict the proposed route. The Contractor is to build the running line to the route identified on the drawings where possible. The Contractor shall not make any route changes without the written approval of COOK COUNTY. A copy of the drawings shall be kept with the crew performing construction and be available for review at any time by COOK COUNTY.

The drawings contain a cover page, index, general notes, symbols, typicals, plan view drawings, and crossing details. Any clarifications needed by the Contractor shall be addressed to COOK COUNTY.

Drawings have a sheet number listed in the format, T1-XY-ZZZ. The letter designation is as follows.

T1 - Discipline: Telecommunications Phase 1

X - Drawing Type:



ZZZ - sequential drawing number within each "Drawing Type" group of drawings.

The Contractor will be supplied by COOK COUNTY with revised construction drawings where applicable along with Construction Revision Log. The Contractor will provide written confirmation that they have received the log and understood the revision depicted in the received drawings. The Contractor will be responsible to ensure that all of their crews and subcontractors have the latest revision of the construction drawings and are performing the Work accordingly.

2. MATERIALS

The Contractor shall obtain COOK COUNTY approval of all materials to be used on this project. The Contractor shall submit MMDS's to COOK COUNTY for approval prior to ordering and/or installation of the material and/or equipment. The Contractor will determine the appropriate quantity of materials needed to complete the installation.

The minimum specifications on standard material used for construction are as noted below or approved equal:

Termination Panel Connector Housing:

Bulkhead Connector Housing, 4 rack units, accepting up to 12 Adapter/Splice & Pigtail Cassettes. Mountable in 19" and 23" racks. (Corning part # PCH-04U).

Adapter/Splice & Pigtail Cassette:

Mounted in Termination Panel Connector Housing, pre-loaded and pre-routed for mass fusion splicing of ribbon fiber pigtails. Meets ANSI/TIA/EIA-568A and 606. Splicing protected with heat-shrink. Includes one Fiber Termination Panel with:

- a. 12 LC duplex single mode adapters (Corning cassette part # CCH-CS24-A9-P00RJ) or
- b. 12 LC duplex 50 μ m adapters (Corning cassette part # CCH-CS24-E4-P00TJ) or
- c. 12 LC duplex 62.5 μ m adapters (Corning cassette part # CCH-CS24-E4-P00TJ) or d. 6 SC duplex single mode adapters (Corning cassette part # CCH-CS12-59-P00RJ)

Fiber Optic Cable Dome Splice Enclosure:

Tyco FOSC 450 Fiber Optic Gel Splice Closure or approved equivalent, Re-enterable with ribbon mass splice trays factory installed, no ground lug or wire, no flash test valve.
(TYCO cat. # FOSC 450-BS-6-R1-2-BON).

Junction/Pull Boxes & Enclosures:

Sizes & Materials:

36"Hx36"Wx18"D Junction Box: NEMA 4, galvanized, painted steel, two-door with hinges and latches.

24"Hx16"Wx8"D pull box enclosure: NEMA 4, galvanized, painted steel, screw cover.

18"Hx18"Wx8"D pull box enclosure: NEMA 4, galvanized, painted steel, screw cover.

Manufacturers:

Subject to compliance with requirements, provide products by the following:

- a. Cooper Technologies Company; Cooper Crouse-Hinds,
- b. Hoffman; a Pentair company,
- c. O-Z/Gedney; a brand of EGS Electrical Group,
- d. Approved equal.

Conduits & Fittings: Listing and Labeling:

Conduits, inner ducts and fittings shall be listed and labeled as defined in NFPA 70 by a qualified testing agency, and marked for intended location and application.

Sizes & Materials:

- 2" Electrical Metallic Tubing (EMT),
- 2" PVC Flexible Inner duct,
- 1 1/4" PVC Flexible Inner duct.

Manufacturers:

Subject to compliance with requirements, provide products by the following:

- a. Allied Tube & Conduit; a Tyco International Ltd. Co.
- b. O-Z/Gedney; a brand of EGS Electrical Group,
- c. Wheatland Tube Company; a division of John Maneely Company,
- d. Approved equal.

Support, Anchoring and Attachment Components:

Conduit & Inner duct Support Devices:

Steel hangers, clamps and associated fittings, designed for types and sizes of raceway to be supported include:

- a. 1 5/8" x 12" Unistrut channel
- b. 2" Unistrut Conduit Clamp (for 2" EMT or PVC Flexible Inner duct),
- c. 2" Flush Mount Pipe Strap (for 2" EMT or PVC Flexible Inner duct),
- d. 2" J-Hanger (for 2" EMT or PVC Flexible Inner duct),
- e. Beam Clamp with U-Bolt (for 2" EMT),
- f. 3/8" x 6" Toggle Bolts,
- g. 3/8" x 4" Expansion Anchors,
- h. 1/4" Threaded Steel Hanger Rods.

Powder-Actuated Fasteners:

Threaded-steel stud, for use in hardened Portland cement concrete, steel or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.

Manufacturers:

Subject to compliance with requirements, provide products by one of the following:

- a. Hilti Inc.,
- b. ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.,
- c. MKT Fastening, LLC.

Mechanical-Expansion Anchors:

Insert-wedge-type, zinc-coated steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.

Manufacturers:

Subject to compliance with requirements, provide products by one of the following:

- d. Hilti Inc.,
- e. ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.,
- f. MKT Fastening, LLC.

Fiber Optic Cable:

Fiber Optic Cable shall be provided in accordance with the minimum requirements shown in table below. The cable vendor shall stamp on the outside jacket, at a minimum, manufacturing date, name of manufacturer, fiber count, cable owner (COOK COUNTY) and the owner's phone number to call [to be provided after Notice-to-Proceed]. With mechanical and transmission performance specifications that meet or exceed ANSI/TIA/EIA-568-C.3.

144 CT SINGLE MODE (OS2) RIBBON FIBER OPTIC CABLE:

Corning Part Number 144ECF-14101-20 or approved equivalent

Mechanical Characteristics:

Cable Type: All Dielectric, Non Armor, Gel Filled Cable

Fiber Core Diameter: 8.2 μm

Water Blocking: Gel Filled

Tensile Strength (short term/long term): 2700 N or More/600 N or more

Free of Hazardous Substances as Defined by RoHS 2002/95/EG

Fiber Configuration:

12 Ribbons with Telcordia Color Code and

12 Fibers Per Ribbon with Telcordia Color/Number Code

Inside Riser and Horizontal Cabling rated, Black UV and Microbe Resistant, Flame Retardant Polyethylene Jacket, Marked with Footage Length Marks, Double Sinus, Fiber Count, Manufacturer Name and Product Code, and Year, Cook County IT.

Fiber Characteristics:

Fiber Type: E9/125 SMF28E+ (OS2), Minimum Attenuation 1285-1625 nm or Equivalent

Meets Telcordia Gr20

Meets ITU-T G.652 Categories A, B, C and D

Meets IEA/EIA 492-CAAB

Meets ISO/IEC 11801 OS1/OS2

Mode Field Diameter @ 1310 nm 9.2 um +/-0.4 um

Attenuation At 1310 nm 0.4 dB / km or Less

Attenuation At 1383 nm 0.3 dB / km or Less

Attenuation At 1550 nm 0.4 dB / km or Less

Temperatures:

Storage: -40 C to +70 C (-40 F to 158 F)

Installation: -10 C to +60 C (-14 F to 140 F)

Operation: -40 C to +70 C (-40 F to 158 F)

Ground Rod:

10' length with 5/8" diameter. Rod will be copper bonded steel with 13 mil. Plating thickness. Will have an average tensile strength of 80,000 psi and a straightness tolerance of .010" per linear foot. The rod will meet or exceed the requirements of ANSI/UL 467-1984, CSA, and ANSI/NEMA GR-1.

Ground Wire:

#6 AWG stranded green insulated type XHHW ground wire.

Cad Weld:

Will need to make a permanent exothermic connection to the ground rod. Cad Weld will be NEC compliant and Rural Utilities Service (RUS) accepted. Will need to fit a 5/8" ground rod and #6 Stranded tracer wire.

Hand hole:

Will be open based and made of a polymer concrete construction. The size shall be 24"x36"x36" with a solid lid. Hand holes must have stainless steel inserts with 3/8" stainless steel 16NC Hex Bolts. Lids will have a skid resistant surface and be rated to 20,800 lbs. A nameplate will be provided on the lid with "Cook County" and a contact number.

Warning Tape:

Will have a thickness of 6 Mil with a 3" width. It will have a tensile strength of 80 lbs. and elongation of 750+%. Dart impact will be 70 grams per Mil. Warning tape will be bi-colored. It will be orange with black lettering. Refer to Typical "Warning Markers and Locate Post".

Pipe/Duct:

Will be 1.25" HDPE SDR 11. Ducts will be smooth wall on the outside and wave ribbed in the inside. Duct shall be manufactured in accordance with ASTM F2160.

The Contractor shall take extreme care to determine appropriate reel lengths. Splice points have been designated on the drawings and the Contractor shall obtain an appropriate length of continuous fiber to reach the splice points. Reel lengths shall contain enough fiber cable for the slack coils and waste. No additional splice points shall be added due to short reel lengths without written approval from COOK COUNTY.

The materials are the responsibility of the Contractors until COOK COUNTY has accepted the Work as described in the "Testing, Inspection and Acceptance" section. Losses due to damage to or theft of any materials shall be the responsibility of the Contractor until acceptance has been granted by COOK COUNTY. COOK COUNTY shall be notified within one (1) day of any damage to or theft of materials which will be replaced at no additional cost to COOK COUNTY.

Fiber Troughing:

Fiber troughing will be plastic and yellow per industry standards. Downspouts will be fluted to minimize friction and scraping. The troughing will have covers and be supported with steel supports that will allow cover removal and attachment.

13. CONSTRUCTION SPECIFICATIONS

All materials and equipment shall be applied, installed, connected, erected, utilized, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the contract documents. The Contractor's installation and construction shall comply with the Contract Documents and other practices, standards and specifications as required by the agencies having jurisdictional authority.

All OSHA standards and J.U.L.I.E. requirements shall be followed during this construction. The Contractor shall keep a log of all J.U.L.I.E. tickets called in. The obtaining of all locates involved when performing digging, below grade, or earth penetration work is the sole responsibility of the Contractor. The Contractor shall notify COOK COUNTY within two (2) hours of any utilities damaged by the Contractor or representative of the Contractor. A damage report with pictures shall be submitted to COOK COUNTY within 48 hours of the damage occurrence.

The Contractor is responsible for the means and methods related to the work on this project. Acceptable practices to complete the installation are listed below:

13.1 TRENCH INSTALLATION

The Contractor shall provide any necessary traffic control measures to meet requirements of jurisdictional agencies. Trenching shall be done where the construction drawings and specifications dictate and where plowing or boring is not feasible. The Contractor shall excavate as required (i.e. machine trench, backhoe, hand, etc.) to install a 5" HDPE/PVC Schedule 40 Pipe, with (3) 1.25" inner ducts (or as depicted in the plans), a minimum of thirty inches (30") of cover below finished grade (Minimum depth of installation within an IDOT access controlled ROW shall be forty eight inches 48"). The duct shall be encased in concrete and structurally supported where required. The installation shall be completed including the removal and disposal of excess excavated materials or materials not suitable for backfill and the installation of the conduit/cable. The work also includes shoring, bracing, dewatering, manhole entrances, road bore connections, and all other operations necessary to complete the installation. Surface conditions shall be restored with necessary top soil and grass seed as required by authority having jurisdiction. In areas in the vicinity of wetlands, the Contractor shall place necessary fencing to contain excavated material from entering wetland areas.

Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept clear of debris and loose rock. All changes in trench grade shall be gradual. All trench sections must be closed at the end of each working day. Conduits / cables shall be placed in the center of the excavation and as straight as practicable. Excessive waving of the conduits / cables within the trench will not be allowed. Where conduits cross existing sub-surface utilities, the conduits shall be placed to maintain a minimum of twelve inches (12") clearance from the object or as required by the utility owner as described in the General Notes Section and approved by the COOK COUNTY representative.

Warning tape shall be installed twelve inches (12") above the duct/cable.

For sections with conduits or inner ducts, the preferred method of cable installation is to blow in the fiber cable. The conduit Contractor shall have the full responsibility to assure all of the inner duct and conduit joints provide an air-tight seal to facilitate this installation process.

All trenching shall be performed in accordance with the requirements of the permitting authorities (Chicago Dept of Transportation), and with prior notice to COOK COUNTY. All existing utilities through the open cut trench shall be supported at all times. The restoration shall conform to the requirements of the permitting authorities and the pavement shall be restored to a condition equal to or better than the pre-existing condition.

13.2 STREET AND ROAD TRENCH INSTALLATION

This work includes coordination with COOK COUNTY prior to the start of work. The Contractor shall arrange for and adhere to all necessary traffic control requirements in accordance with jurisdictional authority. The Contractor shall excavate as necessary to install the conduit/cable system with a minimum of thirty inches (30") of cover below finished grade or as shown on the construction drawings. Adherence to permit requirements is required. The installation shall be complete with saw cutting the roadway surfaces, removal and disposal of excavated roadway surface and excess excavated material and the installation of the conduit. Restoration shall be made in accordance with jurisdictional authorities. Temporary asphalt restoration will be required when vehicular traffic will be present prior to final asphalt restoration. Temporary asphalt restoration will include placing cold patch in the trench, and compaction to finished grade.

Final roadway surface restoration shall conform to jurisdictional authority specifications as applicable to the trenching location.

Trenches shall be kept as straight as practical. The bottom of the trench shall be smooth and free from any sharp edges. The trench shall be kept clear of debris and loose rock. All changes in trench grade shall be gradual. All trench sections must be closed at the end of each working day or covered with steel plates. Conduits shall be placed in the center of the excavation and as straight as practicable. Excessive waving of the conduits within the trench will not be allowed.

Warning tape shall be installed twelve inches (12") above the duct.

When open cuts or road crossings are permitted by trenching, 4" PVC pipe with (3) 1.25" inner ducts shall be used and shall maintain a minimum depth of thirty inches (30") below the surface of the road.

Driveways, lanes, or roadways, which are open cut, shall be opened just prior to the conduit placing. In no case shall the driveway, lane, or roadway be left impassable at the end of the day. The general public safety is paramount and appropriate steps shall be taken to ensure safety at all times. Where a drive or roadway must be left open for traffic, the Contractor must provide the material and method required to allow for movement of traffic. Permitting requirements shall be adhered to.

Trenches shall be promptly backfilled with earth and suitable means tamped so that the earth is restored to original grade to assure no hazard to vehicular, animal or pedestrian traffic. Unattended trenches shall not be left open overnight without the approval of the COOK COUNTY Project Manager. All open trenches will be properly guarded or barricaded to prevent damage or injury.

In general, the select backfill shall consist of unfrozen material free of rock and other debris. Material previously removed from the trench will qualify as select backfill, providing it is consistent with jurisdictional authority specifications. Compaction of backfill shall be to the satisfaction of COOK COUNTY and in accordance with the requirements of the jurisdictional authority.

When pipe or conduit is placed by trenched construction beneath a roadway or a driveway or within five feet of the edge of an existing or proposed pavement or base course, the backfill within the roadway shall be placed and compacted in accordance with the requirements of the authority having jurisdiction.

In areas inaccessible to tamping type rollers where compaction is required, a mechanical tamper of a size suitable for the work involved shall be used. Pneumatic tampers shall be operated at pressures no less than those recommended by the manufacturer.

13.3 BORE INSTALLATION

This work includes coordination with COOK COUNTY prior to the start of work. The Contractor shall arrange for and adhere to all necessary traffic control requirements in accordance with the jurisdictional authority. The work involves trenchless conduit/inner duct installation for the placement of HDPE casing and the inner ducts under railroads, paved roads, asphalt roads, exit ramps, driveways, where shown on the drawings or wherever else Contractor elects this method of installation. Boring shall be complete with the excavation of bore launching and receiving pits, any required shoring, any required rock removal, and the installation of the conduit at a depth no less than forty-two inches (42") below finished grade (BFG). Minimum depth of installation within the IDOT access controlled ROW shall be forty eight inches (48").

The minimum ground cover shall be (60") when boring under State, County or City roads without written approval from COOK COUNTY Project Manager and the jurisdictional authority. The minimum cover is ten feet (10') when boring under Illinois State Toll Highway Authority roads, ramps or shoulders. The Contractor shall adhere to permitting requirements.

Under no circumstances will the Contractor be allowed to cut or disturb pavement, asphalt or excavate within the relative limits of any roadway surface to retrieve any lost boring apparatuses.

Bore pits shall not be excavated within ten feet (10') from the edge of a state road or within five feet (5') from the edge of a driveway without written permission from the Owner of the roadway.

It is the Contractor's responsibility to allow for proper slope at both ends of the bore to stay within the manufacturer's bend radius for conduit and cable. In most cases, the construction drawings indicate the section of conduit that is to be bored but does not include footage to account for slope. This is the Contractor's responsibility to determine and include in pricing.

In no areas shall the conduit be installed with less than thirty inches (30") of cover without the written permission of COOK COUNTY. All conduits shall be capped, sealed, and watertight and shall be well marked to accommodate locating. All bore pits shall be backfilled and tamped to meet jurisdictional agency requirements. Surfaces shall be restored to original or better condition.

The Contractor shall have the full responsibility to assure the inner duct and conduit joints provide an air tight seal to facilitate the future installation of fiber optic cable by a blowing or jetting process.

Installation of conduit/inner duct by directional boring across stream crossings or wetlands shall be performed in accordance with the Illinois Department of Natural Resources or the Army Corps of Engineers, requirements.

Steel plates must be used where inner duct/cable pass under guardrail.

13.4 HANDHOLE / MANHOLE INSTALLATION

The Contractor shall install hand holes at locations as shown on the drawings and as approved by COOK COUNTY, but at intervals no greater than 5,000 feet.

The hand holes shall be set on a base of clean, pea gravel or crushed stone with a minimum thickness of six inches (6"). The ducts shall enter and leave hand holes exactly opposite each other and shall be trimmed neatly and capped within the hand hole to facilitate the cable coils and or splice closures. In all cases, inner duct shall be installed around cable under the hand hole to provide crush protection.

The Contractor shall have the full responsibility to assure the inner duct and conduit joints provide an airtight seal.

The inner duct/cable shall have a gradual sweep into the hand holes. The hand holes shall not be installed on steep banks or slopes where the cover cannot be leveled within a tolerance of one inch (1") of drop to twelve inches (12") of grade. If a hand hole cannot be placed leveled due to grade and cannot be moved to a suitable location, the grade shall be brought up around the hand hole for the hand hole to be leveled within a tolerance of one inch (1") of drop to twelve inches (12") of grade.

All hand holes shall be installed and grounded in accordance with the typical drawings and the manufacturer's specifications.

13.5 ROCKSAW INSTALLATION

Soil conditions shall be defined and documented as solid rock when field conditions at the site show the existence of rock at a depth preventing the placement of conduit with standard trenching equipment, such as excavators or backhoes, at forty-two inches (42") of depth and where one of the following conditions exist:

- a. When visible ledge rock is exposed and witnessed by the COOK COUNTY Field Representative.
- b. When specialized rock-cutting machines such as rock wheels are required to excavate a ditch as agreed to by the COOK COUNTY representative.

The equipment used during rock excavation shall be designed or suitable for digging in rock.

In rock, the inner duct shall be placed in GRS pipe (or an alternative conduit as approved by the COOK COUNTY designee) to provide a minimum of twelve inches (12") of cover depth below the surface of solid rock, or provide a minimum of forty-two inches (42") of total cover, whichever requires the least amount of rock excavation.

The Contractor shall backfill using select fill compacted in eight inch (8") lifts. All restoration shall be conforming to permit requirements or other existing conditions.

13.6 STREAM CROSSINGS

Not Used

13.7 CABLE MARKERS

Marker post signs and splice point locate marker posts shall be installed as noted on typical drawing. Locate marker posts shall be connected to the fiber splice cases and the armored cable with a #6 ground wire in inner duct as shown in the typical drawings. Fiber cable tags shall be placed in hand holes on both sides of a slack coil and on both sides of a splice case. The cable tag shall be orange with black lettering and list the segment, direction the cable is traveling outwardly from the slack coil/ splice case, fiber count and owner.

13.8 FIBER CABLE INSTALLATION

The Contractor shall follow all manufacturer guidelines and recommendations for the installation of fiber cable.

After cable installation in hand holes/pullboxes, the Contractor shall neatly coil the cable and/or inner duct to prevent damage caused by others using hand holes/pullboxes. All fiber cables shall be tagged with an orange fiber cable tags. The cable tag shall list the destination the cable is traveling outwardly from the slack coil/splice case/fiber termination panel, fiber count, and owner- COOK COUNTY, and owner telephone number *[to be provided after Notice-to-Proceed]*.

Bends of small radii and twists that may damage the fiber optic cable shall be avoided. During cable placement, cable shall not be bent in a radius less than 20 times the outside diameter of the cable. Pulleys, sheaves or radius wheels shall be used to meet this requirement.

Cable shall not be pulled with more than the maximum allowable tension as specified by the cable manufacturer. Safeguards, such as a break-away swivel, and adjustable slip clutch capstan winch, or pulling dynamometer shall be used.

At a minimum, a one hundred foot (100') slack loop will be placed in every handhole or as specified on the drawings.

Each slack coil shall be tagged and labeled with route designation.

13.9 CABLE REPAIRS

Minor damage to the outer jacket of the cable observed prior to or occurring during construction shall be repaired in accordance with manufacturer's instructions with agreement from an authorized COOK COUNTY representative. Cable damage in excess of minor damage to the outer jacket, which is observed prior to, during or after installation, shall be corrected. For underground cable installations, the damaged section of cable shall be enclosed in 1) a buried housing located as specified by COOK COUNTY or in 2) a buried cable splice enclosure if approved by COOK COUNTY, buried to the same depth as that specified for the cable. If the shield has been broken, the cable shall be restored to the equivalent of new condition. This may require cutting out the damaged section of cable if required by COOK COUNTY. It may also require the replacement of an entire section between two existing handholes or possibly replacing the entire reel of cable. Determination of the method of correction will be at COOK COUNTY' sole discretion.

13.10 DRAIN OR FARM TILE

If underground drainage tile is encountered as the cable is buried, the cable will be buried deep enough to pass under the tile line with a one (1) foot separation between the cable and the bottom of the tile line. The cable may be placed above the tile line provided that the minimum depth of top cover is not compromised. Refer to typical for repairs and avoidance.

All damaged drainage tile shall be repaired by the Contractor consistent with the pre-construction conditions and materials. In case of a dispute regarding the proper repair of damaged tile lines, the tile repair specifications of the county Soil and Water Conservation District or COOK COUNTY shall be followed.

The Contractor shall be responsible for repair of tile lines damaged by this construction for the duration of the Contractor's warranty period.

Repairs made to damaged tile line must enable the tile lines to operate, as well after the repairs are completed as before they were damaged.

Any tile lines known to be damaged shall be immediately and temporarily repaired by the Contractor until such time permanent repairs can be made. Permanent tile line repairs shall be made within fourteen (14) days of the date the damage occurred, weather and landowner permitting.

Where a tile is damaged, the Contractor must provide GPS coordinates and Station of the location and indicate the location on the red line drawing.

Prior to backfilling, a COOK COUNTY representative, the property owner and public entities having jurisdiction must approve the final tile repair in writing.

13.11 PLOW INSTALLATION

Not Used

13.12 FIBER OPTIC CABLE SPLICING AND TESTING

Splicing

All fibers are to be spliced according to the splice assignment sheet provided by COOK COUNTY. Midsheath/Ring Cut Splicing applications shall be used whenever possible to minimize loss and splice costs. Fiber Optic Fusion Splicers must be calibrated, at a certified test lab, within six (6) months of splicing. Certification of calibration must be with the fusion splicer at all times and be available for inspection by COOK COUNTY representative. Single Fusion Fiber Splicers must be Core alignment splicing while ribbon splicing shall be profile alignment splicing. All spliced fibers shall be enclosed in a heat shrink sleeve that will protect the splice in the fiber tray. Fiber splicing shall conform to manufacturers recommended splicing practices and shall not exceed splice loss of 0.05 db for single fusion splices and 0.1 db average loss for mass fusion splices.

All fiber cables shall enter the fiber optic splice enclosures neatly and in an organized fashion. Cables must be taped together and labeled at the enclosure with the direction and lateral / segment number. Buffer/transportation tubes and ribbons shall be neatly organized in the enclosure and labeled at the splice tray with lateral/segment number and buffer/ribbon number. All armored fiber cables shall be grounded to the splice enclosures using factory specified procedures. All splice enclosures shall be bonded to a ground rod using a #6 ground wire which will be taped with the fiber cables. Enclosures will also be bonded to locate post wire when applicable. All splice enclosures will be labeled with 3" orange lettering/numbering identifying owner (COOK COUNTY) and splice number. Splice enclosures shall conform to Section 12 Materials.

No additional splice locations shall be added without the written approval of COOK COUNTY.

Testing

End to End Bi-Directional OTDR and Power testing of each fiber shall be performed using, at minimum, an EXFO FTB-200 Platform (OTDR) or equivalent and an EXFO FOT 920 (Power Meter) Platform or equivalent. The Meters must be calibrated, at a certified test lab, within six (6) months of testing. Certification of calibration must be with the Meters at all times and be available for inspection by COOK COUNTY. Testing procedures shall conform to manufacturers recommended testing practices and parameters. End to End average loss must not exceed manufactures rated attenuation for the fiber type, wavelength, splices plus connectors. 25 Meter Launch jumpers shall be used if taking OTDR readings through bulkheads and connectors. Final test results will be submitted in

EXFO format, Bellcore format or equivalent, in both soft and hardcopy. The documents will be organized in a binder with a cover and index. The digital test results will be copied onto CDs, labeled and included in the binder. Acceptance shall be at the discretion of COOK COUNTY after review and qualification of the test data

All Fiber used on the project shall have a manufactures pretest data sheet. A copy of said sheet shall be presented to Cook County.

Initially test optical cable with a light source and power meter utilizing procedures as stated in ANSI/TIA/EIA-526-14A: OFSTP-14A Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant and ANSI/TIA/EIA-526-7 Measurement of Optical Power Loss of Installed Single mode Fiber Cable Plant. Measured results shall be plus/minus 1 dB of submitted loss budget calculations. If loss figures are outside this range, test cable with optical time domain reflectometer to determine cause of variation. Correct improper splices and replace damaged cables at no charge to the Owner.

Cables shall be tested at 850 and 1300 nm for multimode optical fiber cables. Cables shall be tested at 1310 and 1550 nm for single mode optical fibers.

Testing procedures shall utilize "Method B" – One jumper reference.

Bi-directional testing of optical fibers is required.

Perform optical time domain reflectometer (OTDR) testing on each fiber optic conductor. Measured results shall be plus/minus 1 dB of submitted loss budget calculations.

Submit electronic media with test results and program to view results.

Submit printout for each cable tested.

Where any portion of system does not meet the specifications, correct deviation and repeat applicable testing at no additional cost to the Owner.

COOK COUNTY, or representative, reserves the right to inspect and test fibers.

13.13 PROTECTION AND RESTORATION OF PROPERTY

If public, corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish COOK COUNTY with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall take all necessary precautions for the protection of public, corporate or private property, such as walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage facilities, overhead structures of public utilities, trees, shrubbery, crops and fences contiguous to the work, for which the contract does not provide for removal or specify precautions. The Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers and Geological Survey Monuments, or other similar monuments, until the owner, or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall notify COOK COUNTY of the presence of any such survey or property monuments as soon as they are discovered.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in Contractor's manner or method of execution or non execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the Contract Documents complied with.

Whenever public, corporate or private property is so damaged or destroyed, the Contractor shall, at no additional cost to COOK COUNTY, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, COOK COUNTY may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between COOK COUNTY and the Contractor.

13.14 RIGHT-OF-WAY PROTECTION AND RESTORATION

The Contractor shall protect the right-of-way and minimize damage from the construction operations.

Depending on the location of the work, other agencies may stipulate construction practices and crew behavior requirements in or around environmentally sensitive areas and cultural resource sites. The Contractor shall adhere to any such stipulated construction practices and crew behavior requirements.

The Contractor shall keep the premises where work is being performed in a neat, clean, and orderly condition, and on completion of the work, the Contractor shall remove all of its tools and equipment from the premises and any debris shall be removed and disposed of by the Contractor. All materials removed shall become the property of the Contractor.

The right-of-way shall be restored to its original or better condition within twenty-four (24) hours or as soon as practicable, in COOK COUNTY's opinion, following conduit/innerduct/cable-laying operations.

In areas where open trench methods were used and backfill mounded over the trench, grading or filling will be required for final restoration of the right-of-way to return the trench elevation to existing ground elevations.

All remaining rock and debris brought to the surface during construction operations shall be removed from the Right-of-Way and disposed of in accordance with all Federal, State and Local Laws.

All terraces that were removed or damaged shall be replaced to original or better condition as soon as feasible, in COOK COUNTY's opinion, following the laying operations.

Improved landscape, lawns, scrubs, and hedge removed or damaged on the right-of-way shall be replaced. Lawns shall be repaired by sodding with like-grass and watered until the sod take root into the ground (cannot be pulled up).

The Contractor shall promptly repair or replace any property damaged during construction. Any damages shall be provided to COOK COUNTY in a report with picture documentation showing the damage and the subsequent repairs.

Waste and excess materials shall be removed from the construction areas and disposed of by the Contractor. Waste materials removed from the construction areas shall be dumped at an approved dumpsite. It shall be the responsibility of the Contractor to make any necessary arrangements with private parties and with county officials pertinent to locations and regulations of such dumping. Any fees or charges required to be paid for dumping of materials shall be included in Contractor's lump sum price.

If the Contractor encounters hazardous waste materials, the Contractor shall stop work immediately and notify COOK COUNTY.

13.15 WORK WITHIN THE CDOT RIGHT-OF-WAY

Work within the Chicago Department of Transportation (CDOT) Rights of way shall be performed in accordance with the requirements of CDOT or relevant jurisdictional authority, whether or not referenced in this specification. All UG work shall be coordinated and Permitted through the Chicago Office of Underground Coordination (OUC).

All street installation shall be open cut trench installation with a 30" min depth from top of pipe and all street and asphalt restoration shall meet all CDOT requirements.

All material excavated within the access controlled ROW shall be used as back fill. Excavated materials in excess of fill volume shall be smoothly graded on-site or otherwise located as directed by the COOK COUNTY representative.

13.16 NOTIFICATION OF WORK WITHIN ACCESS CONTROLLED BUILDINGS AND CDOT RIGHT-OF-WAY

A 48 hour notice shall be given to residents or offices within the scheduled work area prior to starting work. This can be via a door tag or flyer stating at minimum the scope of the project, Cook County Broadband Partnership, Contractor and contact number for questions.

13.17 ADDITIONAL SPECIFICATIONS FOR WORK WITHIN IDOT RIGHT-OF-WAY

Not Used

13.18 COORDINATION OF REQUIREMENTS

In the case of a conflict(s) within, by, between or among the specifications and/or drawings, the most stringent requirement shall apply.

13.19 AS-BUILT DRAWINGS AND DATA SUBMITTAL

Contractor shall produce and submit to COOK COUNTY Record Construction Drawings for both Inside and Outside Plant construction within 30 days of contract completion that describe in detail the as-built condition of the work. Additionally, an Electronic Data Location File, and Geographical Information System Point and ESRI Shape Files will be required for all Outside Plant Asbuilts as specified in subsections b., c. and d. of this section. COOK COUNTY will utilize these submittals as records for the Fiber Optic system.

a. Record Construction Drawings

The Record Construction Drawings (RCD's) shall represent the full set of Construction Drawings that have been "red-lined" by the contractor to show the actual construction performed. The location of the installed conduit, conduit type & size, fiber optic cable type and count and all handholes and junction/pull boxes shall be indicated on the RCD's noting the distance of the fiber optic cable and conduit from and referenced to permanent landmarks that include such lines or points as fences, edges of pavement, bridges, underpasses, pedestals, sidewalks, doorways, hallways and limits of rights-of-way, among others.

The Contractor shall measure and record the offsets (the distance from the cable or conduit to a physical reference point) on a line perpendicular to the fiber's or conduit's longitudinal axis (i.e. the running line) points along the fiber or conduit of one hundred feet (100 ft) or less to the physical reference points and wherever changes in the offset distance and direction of the running line have occurred.

The Contractor shall indicate on the RCD's the depth of the installation as at finished grade (e.g. 0") or below finished grade (e.g. - 48"), changes from the proposed construction and notes referencing any special construction such as steel plating, insulation barriers, concrete encasement, and an irregular depth of installation, among others. The Contractor shall record on the RCD's, the fiber cable's "sequentials" at each splice point and handhole wall.

b. Electronic Data Routing and Location File

The Electronic Data Routing and Location File shall contain a comprehensive set of GPS data location points and recorded in a GPS data table identified by construction package number. The text in the header of the table shall be oriented vertically and shall contain the following 13 columns:

Col. A:	Point No.	Col. E:	Elevation - IL SPC E/W	Col. I:	Means of Construction
Col. B:	Point Code	Col. F:	Date of Data	Col. J:	Depth of Install
Col. C:	Northing - IL SPC E/W	Col. G:	Time of Data	Col. K:	Latitude
Col. D:	Easting - IL SPC E/W	Col. H:	000 or Lat #	Col. L:	Longitude
				Col. M:	GPS File Name

The content and form of data entered within columns C, D, E, K, and L shall be directly entered in the content and form as was logged into the GPS equipment by which the data was acquired.

Each data point acquired shall be uniquely numbered and shall contain the information necessary to populate each cell of each column in the data point row. The data shall be acquired using calibrated GPS locating equipment recording sub-foot accuracy and utilizing the appropriate state plane coordinate system. Data points acquired shall include, at a minimum, the running line of the fiber or conduit installation every 100 feet, any change of direction of such running line, handholes, manholes, warning markers, warning posts, splice points, locate posts, the start and end of each type of construction, and other pertinent construction features in order to delineate the completed work in the COOK COUNTY intended GIS system.

The Contractor shall indicate, in a separate table, the GPS equipment and its manufacturer and model / serial number that were used to acquire the data. GPS equipment shall be calibrated every 90 days.

Point Codes within the GPS Data Table shall be noted as follows:

HHA	Handhole type A	SPL	Fiber Optic Splice
HHB	Handhole type B	ENT	Fiber Optic Building Entrance
HHC	Handhole type C	POP	Point of Presence
MHD	Manhole type D	PAC	Fiber Optic Point along Curve
FO12	Fiber Optic 12 Count	WP	Warning Post
FO24	Fiber Optic 24 Count	LP	Locate Post
FO48	Fiber Optic 48 Count	WS	Warning Sign
FO96	Fiber Optic 96 Count	BP	Bore Pit
FO144	Fiber Optic 144 Count	RR1	RR Crossing 1-1/4 " HDPE @ 10' Min.
FO288	Fiber Optic 288 Count	RR2	RR Crossing 2" Galvanized Steel Conduit
FO384	Fiber Optic 384 Count	BA	Bridge Attachment

Abbreviations for the Means of Construction within the GPS Data Table shall be noted as:

DB	Direct Bury	UGT	Underground Tunnel Installation
OC	Open Cut	FXC	Place fiber in existing conduit
DBR	Directional Bore	RR1	RR Crossing 1-1/4 " HDPE @ 10' Min.
RDB	Bore Road	RR2	RR Crossing 2" Galvanized Steel Conduit
BRX	Bore River Crossing	BA	Bridge Attachment

c. Geographical Information System Point Files

For each section of data collection, submit 3 GPS point files of all points taken. Each of the 3 files will be named according to the following nomenclature:

1. CSV file specifying the geodetic position in latitude and longitude:
PP_NNNN_YYYY_MM_DD_LL
 2. CSV file specifying the grid position in Illinois State Plane East Zone Coordinates:
PP_NNNN_YYYY_MM_DD_ILSPE
 3. GPS Receiver raw data file:
PP_NNNN_YYYY_MM_DD_RAW
- Where:

PP denotes Phase Number

NNNN denotes Sequential Number of the data

All sequences shall follow in order of the stationing depicted on the Construction Drawings.

YYYY denotes Year the data was acquired

MM denotes Month the data was acquired

DD denotes Date the data was acquired

LL denotes Longitude and Latitude data

ILSPE denotes Illinois State Plane East Zone Coordinate data

RAW denotes Raw data

d. Geographical Information System Shape Files

Contractor shall provide ESRI format Shape files of the constructed fiber path that include 1) Fiber path, 2) Handholes and manholes, and 3) Customer Site entry locations. The following nomenclature and attribute fields shall be used:

Nomenclature for Fiber Path: PP_PATH_ASBLT_YMMDD

PATH Shape Files Attribute Fields:

Attribute Field	Description	Data Type	Data Field Properties
PhaseNum	2 digit Phase #	Integer	2 digits: 00
CTALine	CTA Line Color Pink – PK	Text	2 characters: AA
LateralID	Lateral ID: SH01	Text	4 characters: AAAA
StrandCnt	Strand Count : 012, 144	Integer	3 digits: 000
Length	Length of segment in feet from splice to splice	Integer	5 digits: 00,000
Constr	Means of Construction: DB, OC, DBR, RDB	Text	3 characters: AAA
Depth	Depth of Installation in inches	Integer	3 digits: 000

Nomenclature for Handholes and Manholes: PP_HHMH_ASBLT_YMMDD

HHMH Shape File Attribute Fields:

Attribute Field	Description	Data Type	Data Field Properties
PackageNum	2 digit Package #	Integer	2 digits: 00
ID	Handhole / Manhole # shown	Text	7 characters: AAAA-AA

	on Construction Drawings, blank if none shown		
Splice	1 = splice location 0 = no splice	Integer	1 digit: 0
HMTYPE	Handhole Type: A, B, C, or Manhole Type: D	Integer	3 digits: 000

Nomenclature for Customer Sites: PP_SITE_ASBLT_YYMMDD

Customer Site Shape File Attribute Fields:

Attribute Field	Description	Data Type	Data Field Properties
PhaseNum	2 digit Phase #	Integer	2 digits: 00
CustID	Customer ID # on Construction Drawings	Integer	4 digits: 0000
Name	Site Name	Text	50 characters
Address	Address of Customer Site	Text	50 characters

13.20 CABLE AND CONDUIT LOCATING

The Contractor shall provide locating services for the installed fiber optic cables as well as contractor installed conduit that has not been turned over to and accepted by COOK COUNTY. This task will be performed within 48 hours of an COOK COUNTY request. Orange water based paint shall be used to mark the fiber plant route to indicate communications infrastructure. Marking shall be at each turn and at not more than 10 foot spacing between marks. Locating of the path will be accomplished using industry standard equipment for direct connecting to locating posts and/or metallic shielding at the splice kit ground lugs and/or by inductive methods. Under no circumstances will the fiber be cut to access the metallic shielding for locating purposes. The locating equipment used must be a 3M Dynatel 2250M/M or approved equal.

13.21 DAILY WORK HOUR RESTRICTIONS

Daily work hour restrictions and limitations will vary as to the buildings and location at ROW upon which the work will be performed, and traffic volume on the roadway adjacent to the work in the ROW. Such restrictions will be listed or referenced in the local jurisdiction's permit for construction. Contractor is responsible to comply with all work hour restrictions, which may include time of day, day of week, holiday, and seasonal restrictions among others that may apply.

14. QUALITY ASSURANCE

The Contractor shall be an authorized Installation Contractor of product selected. The Contractor shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size. Upon request by Cook County, furnish a list of references with specific information regarding type of project and involvement in providing of equipment and systems. Where equipment and materials have industry certification, labels or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards. Material and equipment shall be new, and conform to grade, quality and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout. Subcontractors shall assume all rights and obligations toward the Contractor that the Contractor assumes toward the Owner and Cook County.

15. WARRANTY

Unless otherwise specified, Contractor will unconditionally guarantee in writing the materials, equipment (Manufacturer's Warranty) and workmanship (Contractors Warranty) for a period of not less than five (5) years from date of acceptance by the Owner. The Owner shall deem acceptance as beneficial use. Transfer manufacturer's warranties to the Owner in addition to the General System Guarantee. Submit these warranties on each item in list form with shop drawings. Detail specific parts within equipment that are subject to separate conditional warranty. Warranty proprietary equipment and systems involved in this contract during the guarantee period. Final payment shall not relieve you of these obligations. Effect replacement or substitutions of equipment within twenty four (24) hours of first notification. Complete repairs to equipment within seventy two (72) hours. If repairs cannot be completed during this time period, or if ordering of parts is required, forward to the Owner every seventy two (72) hours, documentation of progress of repairs. This repair capability is mandatory. Include costs anticipated to comply with this requirement in the bid.

16. DELIVERY, STORAGE AND HANDLING

Protect equipment during transit, storage and handling to prevent damage, theft, soiling and misalignment. Coordinate with the Owner for secure storage of equipment and materials. Do not store equipment where conditions fall outside manufacturer's recommendations for environmental conditions. Do not install damaged equipment; remove from site and replace damaged equipment with new equipment.

17. SEQUENCE AND SCHEDULING

Submit schedule for installation of equipment and cabling. Indicate delivery, installation and testing for conformance to specific job completion dates. As a minimum, dates are to be provided for bid award, installation start date, completion of station cabling, completion of riser cabling, completion of testing and labeling, cutover, completion of the final punch list, start of demolition, Owner acceptance and demolition completion.

18. USE OF THE SITE

Use of the site shall be at the Owner's direction in matters in which the Owner deems it necessary to place restriction. Access to building wherein the work is performed shall be as directed by the Owner. The Owner will occupy the premises during the entire period of construction for conducting its normal business operations. Cooperate with the Owner to minimize conflict and to facilitate the Owner's operations. Schedule necessary shutdowns of plant services with the Owner, and obtain written permission from the Owner. Refer to "CONTINUITY OF SERVICES" herein. Proceed with the work without interfering with ordinary use of streets, aisles, passages, exits and operations of the Owner.

19. CONTINUITY OF SERVICES

Take no action that will interfere with, or interrupt, existing building services unless previous arrangements have been made with the Owner's representative. Arrange the work to minimize shutdown time. The Owner's personnel will perform shutdown of operating systems. The Contractor shall give three (3) days' advance notice for systems shutdown. Should services be inadvertently interrupted, immediately furnish labor, including overtime, material and equipment necessary for prompt restoration of interrupted service.

20. EXECUTION

20.1 PRE-INSTALLATION SITE SURVEY

Prior to start of systems installation, meet at the project site with the Owner's representative and representatives of trades performing related work to coordinate efforts. Review areas of potential interference and resolve conflicts before proceeding with the work. Facilitation with Cook County will be necessary to plan the crucial schedule.

Examine areas and conditions under which the Fiber Optic System is to be installed. Do not proceed with the work until satisfactory conditions have been achieved.

20.2 HANDLING AND PROTECTION OF EQUIPMENT AND MATERIALS

Be responsible for safekeeping of your own and your subcontractors' property, such as equipment and materials, on the job site. The Owner assumes no responsibility for protection of above named property against fire, theft and environmental conditions.

20.3 INSTALLATION

Receive, check, unload, handle, store, and adequately protect equipment and materials to be installed as part of the contract. Store in areas as directed by the Owner's representative. Include delivery, unloading, setting in place, fastening to walls, floors, ceilings or other structures where required, and other related work whether or not expressly defined herein.

Install materials and equipment in accordance with applicable standards, codes, requirements, and recommendations of national, state, and local authorities having jurisdiction, and National Electrical Code® (NEC) 2012 and with manufacturer's printed instructions.

Adhere to manufacturer's published specifications for pulling tension, minimum bend radii and sidewall pressure when installing cables.

Where manufacturer does not provide bending radii information, minimum-bending radius shall be 15 times cable diameter. Arrange and mount equipment and materials in a manner acceptable to the Engineer and Owner.

Penetrations through floor and fire-rated walls shall utilize intermediate metallic conduit (EMC) or galvanized rigid conduit (GRC) sleeves and shall be fire stopped after installation and testing, utilizing a fire stopping assembly approved for that application.

Attach conduit and/or inter duct to permanent structure with suitable attachments at intervals of 48 to 60 inches. This also applies to both hallways and where conduit and/or inter duct are in the ceiling.

Splices shall not be allowed except as indicated on the drawing.

20.4 GROUNDING

Grounding shall conform to ANSI-J-STD607(A) - Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code® (2012), ANSI/NECA/BICSI-568-2006 and the Chicago Building Code Article 250 Grounding.

20.5 FIELD QUALITY CONTROL

Employ job superintendent or project manager during the course of the installation to provide coordination of work of this specification and of other trades, and provide technical information when requested by other trades. This person shall maintain current RCDD® (Registered Communications Distribution Designer) registration and shall be responsible for quality control during installation, equipment set-up and testing. A licensed City of Chicago Supervising Electrician shall pull a permit per building and have the overall responsibility that said installation meets all codes set forth in the Chicago Building Code.

Installation personnel shall meet manufacturer's training and education requirements for implementation of extended-warranty program.

21. REFERENCES

Install and test telecommunications cabling networks per manufacturer's requirements, and in accordance with the 2012 Edition of the NFPA-70, 2011 Edition of the National Electrical Code®, IEEE C2 2012 (NEC 2012), Chicago Building Code 2012 Edition, State codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

- a. ANSI/NECA/BICSI-S68-2006 -- Standard for Installing Commercial Building Telecommunications Cabling
- b. ANSI/TIA/EIA-568-C.1 -- Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements
- c. ANSI/TIA/EIA-568-C.0 and C.3 -- Optical Fiber Cabling Components Standard
- d. ANSI/TIA/EIA-569-C -- Commercial Building Standard for Telecommunications Pathways and Spaces
- e. ANSI/TIA/EIA-606(B) -- The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- f. ANSI-J-STD-607(B) -- Commercial Building Grounding and Bonding Requirements for Telecommunications
- g. TIA-526-7-QFSTP-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
- h. TIA-526-14A-QFSTP-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
- i. ANSI/TIA/EIA-758(A) -- Customer-Owned Outside Plant Tele-communications Cabling Standard
- j. TIA TSB-140 Additional Guidelines for Field Testing Length Loss and Polarity of Optical Fiber Cabling Systems
- k. NEC Article 358 - Electrical Metallic Tubing EMT
- l. NEC Article 300.21 -- Fire stopping
- m. NEC Article 800.1 - Communications Circuits
- n. NEC Article 830.100 - Grounding
- o. NEC Article 770 - Optical Fiber Cable and Raceways
- p. Chicago Building Code Article 348 - Electrical Metallic Tubing
- q. Chicago Building Code Articles 800,810 and 820 - Communications Circuits
- r. Chicago Building Code Article 300 - Wiring Methods
- s. Chicago Department of Transportation

Federal, State and local codes, rules, regulations and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the Contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the Owner's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply. It should be noted that the Chicago Building Code takes precedence in this installation.

~*~*~

EXHIBIT 2
County Price Proposal



Meade, Inc.
9550 W. 55th Street - Suite A
McCook, Illinois 60525

Telephone # (708) 588-2500
Facsimile # (708) 588-2501

March 29, 2013

SUBJ: Cook County Broadband Technology Opportunities Program (BTOP) Cook County Court and Department of Corrections Campus

Meade has prepared and is pleased to submit for your review and approval this scope of work and pricing for the above subject project.

The cost for the work described below is **\$831,852.00**.

This proposal is based on plans from Globetrotters dated 2/7/13 and specifications dated 3/26/13.

Please note the following assumptions / exclusions.

1. All CDOT and CTA permitting fees are excluded.
2. BEP participation of 30% is included.
3. Layout is included.
4. Cost of bond is included.
5. Coordination with property owners is excluded.
6. Traffic control and protection is included.
7. Clear access to areas of work is assumed.
8. Furnishing and installing (2) 1-1/4" HDPE & #12 Locate wire from the Cook County Administration building @ 26th & California to the CTA Pink Line structure @ Marshall Blvd.
9. Furnish and install (1) 4" PVC conduit under all street crossings for the (2) 1-1/4" HDPE.
10. Furnish and install Handholes per the plans.
11. Furnish and install 1-144 Strand Single Mode Ribbon fiber optic cable from the Cook County Telephone Exchange room # 336 in the CCAB to the CTA Pink Line-California Av. Station - Network room.
12. Splicing, terminating and testing the fiber is included as required.
13. Spoil removal and disposal is included.
14. Mill and Resurface with 4" HMA Surface N70 per CDOT Restoration Requirements is included for all street openings.
15. Site restoration and protection of existing trees is included.
16. Overtime is not included.

Should you have any immediate questions or concerns regarding our proposal, please feel free to contact me. Meade looks forward to working with you on this project.

Sincerely,

Dominick G. Mulcrone
Meade, Inc.
708-243-4846

EXHIBIT 3
State of Illinois Contract (CIC260280B)

MEADE, INC

STATE OF ILLINOIS - CENTRAL MANAGEMENT SERVICES

Fiber Construction Package

Contract # CIC26028B
PBC# 11-60280
IPB # 22021557
IPB Publication Date: 04-29-11
Award Code: A
Project Title: Fiber Construction
Procurement Method: RFP

CMS Contract # CIC2661980
Description: ARRA - Fiber Construction Package I-57 Corridor Kankakee to 95th Street: 6 Month Lump Sum for Construction
Other Agency Specific Contract# CIC260280B & Quotation for IBOP-EC Bid Package #1
Reference #: PRV28904 PBC66198 11/22/11gbd
Method of Source Selection for this Procurement: OAASC

MEADE Contract Number Data

MEADE STATE
CONTRACT # 21817



STATE OF ILLINOIS

CONTRACT APPROVAL SHEET

Request ID:	11-00000060280	Relevant Category:	Telecom
Agency:	CMS-Central Management Services	Contract Type:	Master Contract
Requester:	Brian Bertrand	Initial Term:	07/01/2011 thru 06/30/2015
Proc. Approach:	RFP	Initial Est. Value:	\$ 80,000,000.00
Master Contract:		Total Award Value:	\$ 80,000,000.00
Project Title:	ARRA Fiber Project - Fiber Construction RFP		

Funding Source	Fiscal Year	Value
9999 - MASTER CONTRACT	2012	\$10,000,000.00
9999 - MASTER CONTRACT	2013	\$10,000,000.00
9999 - MASTER CONTRACT	2014	\$10,000,000.00
9999 - MASTER CONTRACT	2015	\$10,000,000.00
9999 - MASTER CONTRACT	2016	\$10,000,000.00
9999 - MASTER CONTRACT	2017	\$10,000,000.00
9999 - MASTER CONTRACT	2018	\$10,000,000.00
9999 - MASTER CONTRACT	2019	\$10,000,000.00

Vendor	Vendor Award	Contract Number	Contract Value
Hypower Inc.	No		
ROHL Networks	No		
J.F. Electric, Inc.	Yes	CIC280280A	\$16,000,000.00
Custom Underground Inc.	No		
American Directional Boring, Inc.	Yes	CIC280280C	\$16,000,000.00
Mesda	Yes	CIC280280B	\$16,000,000.00
Laesch Electric, Inc.	No		
Western Utility Contractors, Inc.	No		
Hoar Construction, Inc.	No		
LTS Managed Technical Services	Yes	CIC280280E	\$16,000,000.00
John Burns Construction	Yes	CIC280280D	\$16,000,000.00

Objective:

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.
 ** Signature Required if > or = to \$250K.



STATE OF ILLINOIS CONTRACT APPROVAL SHEET

Request ID: 11-000000080280 Relevant Category: Telecom
Agency: CMS-Central Management Services Contract Type: Master Contract
Requester: Brian Bertrand Initial Term: 07/01/2011 thru 06/30/2015
Proc. Approach: RFP Initial Est. Value: \$ 80,000,000.00
Master Contract: Total Award Value: \$ 80,000,000.00
Project Title: ARRA Fiber Project - Fiber Construction RFP

This RFP will enable CMS to establish master contracts with vendors for fiber-optic construction services. The resulting contracts will be critical to performing fiber-optic construction activity that is necessary for the completion of the CMS lead, IBOP-EC Project, which is the federally funded ARRA, NTIA, BTOP, project to establish new broadband infrastructure throughout a 55 county service area in East Central Illinois.

In addition to accomplishing construction activity pertaining to construction packages that are a part of this ARRA project, these resulting master contracts will also be used for future fiber-optic construction activity as needed.

Future activities will include fiber-optic construction for the Springfield Metropolitan Area fiber as needed. Currently that construction activity is being bid out via an IFB on a job-by-job basis. Additionally, the options for connecting state agency sites to the statewide data network throughout other parts of the State will significantly change as a result of the new fiber-optic network infrastructure that will be in place. Currently, agencies are connected via leased line services from vendors that are under contract with CMS. In the future, there will be an option to build out fiber to tie in directly to the fiber-optic infrastructure that will be in place as a result of the ARRA broadband project. The intent will be to use this master contract to perform those fiber-optic construction builds as needed going forward.

The volume of work represented when combining the fiber optic construction that is a part of the IBOP-EC Project funded by ARRA, with the future anticipated fiber-optic construction is such that vendors will likely be very aggressive in the pricing that they provide to CMS.

As always, CMS BCCS will review the vendor pricing prior to exercising any contract renewals to insure that the agency is receiving the best possible pricing for the services that are under contract.

GOMB criteria 2 and 4:

The State was awarded an ARRA grant to build a statewide fiber-optic network infrastructure. The federal Project Title is Broadband Technology Opportunity Program and the CFDA # is 11.557.

The Illinois Department of Central Management Services (CMS), Bureau of Communications and Computer Services (BCCS) in cooperation with Illinois State University (ISU), under a project titled Illinois Broadband Opportunity Partnership East Center (IBOP-EC), intends to construct a fiber-optic network in order to contain costs and provide physical route diversity to support the many mission-critical services riding the ICN backbone. The fiber infrastructure will link together disparate public and private networks throughout the state to provide affordable access to commodity Internet, private peering locations and research networks.

BCCS is utilizing existing state assets where available to ensure timely and successful completion of the project and to minimize new construction costs.

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.

** Signature Required if > or = to \$250K.



STATE OF ILLINOIS CONTRACT APPROVAL SHEET

Request ID: 11-00000000280	Relevant Category: Telecom
Agency: CMS-Central Management Services	Contract Type: Master Contract
Requester: Brian Bertrand	Initial Term: 07/01/2011 thru 06/30/2015
Proc. Approach: RFP	Initial Est. Value: \$ 80,000,000.00
Master Contract:	Total Award Value: \$ 80,000,000.00
Project Title: ARRA Fiber Project - Fiber Construction RFP	

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
CMS Legal/BOCS KMS		10-26-11
CMS Portfolio Manager or Designee*		10/20/11
Paul Romiti Agency Chief Fiscal Officer**		10/31/11
Nadine Lacombe Chief Legal Counsel**		11-4-2011
Malcolm Weems Agency Head**		11/14/11

* Electronic approval (i.e. PBC/e-mail) may be used in lieu of signature.
 ** Signature Required if > or = to \$250K.

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CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitutes the entire contract between the Parties concerning the subject matter of the contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

- 1. TERM AND TERMINATION
- 2. DESCRIPTION OF SUPPLIES AND SERVICES
- 3. PRICING
- 4. STANDARD BUSINESS TERMS AND CONDITIONS
- 5. STANDARD CERTIFICATIONS
- 6. DISCLOSURES AND CONFLICTS OF INTEREST
- 7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
 (Vendor Name) Meade, Inc.
 Signature [Signature]
 Printed Name Michael K. Knulson
 Title Vice President Date _____
 Address 9550 W. 55th Street, Suite A, McCook, IL 60525
 Phone 708-588-2684 Fax 708-588-2501
 E-mail mkk@meade100.com

STATE OF ILLINOIS
 (Procuring Agency Name) _____
 Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Designee Signature _____
 Printed Name _____
 Title _____
 Address _____
 Phone _____ Fax _____
 E-mail _____

CHIEF PROCUREMENT OFFICER

Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Address _____

Designee Signature _____
 Printed Name _____
 Title _____ Date _____

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
POC#	Project Title	
Contract #	Procurement Method (IFB, BFP, Small, etc)	
IPB Ref. #	IPB Publication Date	Award Code
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source	Objection #	
CPO 33 - General Counsel Approval		
Signature	Printed Name	Date

1. **TERM AND TERMINATION**

24 JWS
9/1/2011

1.1 **TERM OF THIS CONTRACT:** This Contract shall commence upon the date of the last signature for a term of 48 months.

In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 8 years.

Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract.

1.2 **RENEWAL:** Subject to the maximum total term as identified above, the State reserves the right to renew for a total of four (4) years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

1.3 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency.

2.2 SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Department of Central Management Services (CMS) is executing an indefinite quantity, agency specific contract for fiber optic construction services to install new fiber plant at various locations within the state of Illinois. The vendor will be required to provide fiber optic build(s) that will involve new construction and may include combinations of direct buried cable installations, aerial cable installations, underground pathway and duct placement, and cable placement in underground pathways. Services will be required in metropolitan, urban and rural environments. Vendor will work directly with the CMS, CMS' Architectural and Engineering Vendor (A/E) and 3rd party fiber owners to complete required builds and inter-connections. Based on the design criteria, the packages presented by CMS or the A/E will require vendors to provide all aspects of the fiber construction resulting in delivery of a turnkey dark fiber infrastructure that has been tested and ready for installation of customer electronics.

CMS is also executing indefinite quantity, agency specific contract with additional vendors for fiber construction services. All vendors will have the opportunity to provide quotes for materials and construction services as the need arises. Materials and services shall be ordered using the following process:

- a. The Quote Package will be released to all construction services contract vendors.
- b. After receipt of the Quote Package, vendors have approximately 2 weeks (or a time period as defined in the Quote Package) to respond with pricing and a progress schedule for the Quote Package. This pricing will be based on the rate card established in this contract. Vendor can reduce its rate, however, the rate cannot be increased.
- c. CMS shall select the best value quote and progress schedule.
- d. CMS places an order with the selected vendor using a Basic Ordering Agreement. The order will contain the Construction Package.

At CMS's sole discretion, vendors who are not performing satisfactorily may be disqualified from quoting for additional work until CMS determines the vendor is meeting existing commitments and capable of performing additional work in accordance with CMS' expectations.

2.2.1 Vendor agrees to adhere to the build specifications listed in the Construction Packages. To the extent that a deviation to the specifications is necessary, Vendor must follow the procedures set forth in the Standard Documents for Construction for such change.

2.2.2 Vendor shall provide post construction restoration of all areas impacted by construction and be responsible for restoration for a period of 12 months from CMS acceptance of the work.

2.2.3 Vendor shall work with third party fiber providers, CMS and the A/E on placement of fiber in existing conduit and vault systems.

2.2.4 Vendor shall work with third party fiber providers as necessary to accomplish fiber interconnection as outlined by CMS and the A/E.

2.2.5 Vendor shall be responsible for maintaining the fiber until CMS formally accepts the fiber segment. Once the fiber is formally accepted by CMS, Vendor shall provide locating and maintenance services for a period of up to 6 months on a time and material basis. CMS will contact the vendor to perform these services on an as needed basis. Vendor shall provide CMS with contact information for a 24-hour manned dispatch center to request restoration and/or locates.

2.2.6 Vendor shall extend services and pricing directly to Illinois State University (ISU), a sub recipient for the Illinois Broadband Opportunity Partnership East Central project. ISU shall purchase services directly from the Vendor.

2.2.7 Vendor shall comply with all American Recovery and Reinvestment Act (ARRA) requirements pertaining to this project as listed in Attachment 1 of this agreement.

2.2.8 Vendor shall execute and present within fifteen (15) days of CMS placing an order for a construction package a contract performance bond satisfactory to CMS, in the penal sum of the full amount of the order, guaranteeing the faithful performance of the work in accordance with the terms of the contract. Vendors shall be responsible for purchasing the conduit, fiber and other materials necessary to install the fiber optic cabling. These materials shall be included in the performance bond. Further requirements are set forth in the Standard Documents for Construction.

2.2.9 Vendor shall provide complete and accurate as-built documentation in electronic and hard copy. As-built documentation shall be provided upon completion of a construction package. As-built documentation shall include at a minimum conduit and cable installation, access points, splice points, in-line amplification sites, building entrance facilities, environmental vaults, markers, and GIS information. GIS coding accuracy shall meet or exceed an accuracy of one foot or better. All documents shall be accurate, clear, and to scale.

2.2.10 Vendor shall provide a dedicated, single point of contact as the project manager. This project manager shall oversee all aspects of the project, from startup and mobilization through project closeout.

2.2.11 Vendor shall provide all materials per construction specifications, and shall store said materials per manufacturers' recommendations until installation. Vendor shall maintain responsibility for testing and inspections of project materials prior to installation to avoid any installation of damaged goods. All material test documentation, factory test reports, vendor re-certifications, and warehouse proof of insurance documentation shall be provided to CMS by Vendor. The Vendor shall be responsible for inspection, testing, and damage of materials before and during installation. CMS reserves the right to conduct on-site inspections of the inventory.

2.3 MILESTONES AND DELIVERABLES: Vendor shall provide a contract performance bond for the penal sum of the full amount of the contract order within fifteen (15) days of CMS placing an order for a specific span.

Vendor shall work with the A/E and CMS to establish timelines for completion that will meet the overall project deadline to have the network and customers fully operational by July 31, 2013.

2.4 VENDOR / STAFF SPECIFICATIONS: NA

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract. No work may be subcontracted to any contractor whose status as a contractor has been suspended by Capital Development Board or any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" (<https://www.epls.gov/>).

Subcontractor Name: Gaffney's PMI Amount to be paid: TBD
Address: 1890 Suncast LN Batevie, IL 60510 Description of work: Construction Services

Subcontractor Name: Tri-Star Supply Amount to be paid: TBD
Address: 1458 Bernard Drive Addison, IL 60101 Description of work: Material Supplier and Construction Services

Subcontractor Name: _____ Amount to be paid: _____
Address: _____ Description of work: _____

Subcontractor Name: _____ Amount to be paid: _____
Address: _____ Description of work: _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.5.6 The Vendor shall disclose with each BOA the specific subcontractors to be used and the anticipated amount of money that each subcontractor is expected to receive for such order.

2.6 TRANSPORTATION AND DELIVERY: NA

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed: Throughout the 55 counties of the Illinois Broadband Opportunity Partnership (BOP) project.
Value of services performed at this location: TBD

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performance of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

2.10.3 Unless otherwise noted, work under this contract is part of a federally funded American Recovery and Reinvestment Act (ARRA) grant. Vendors must comply with the Davis-Bacon Act (40 U.S.C. 276a-a5). Vendor shall pay all laborers and mechanics employed by Vendor on the project not less than the prevailing wage determined by the U.S. Department of Labor. Vendor shall submit weekly certified payroll documentation for the Vendor and its Subcontractors using Form WH-347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act. Vendor shall submit this information to CMS on a weekly basis within seven days of the regular payment date of the Vendor's or Subcontractor's payroll period.

3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor as follows:

- Hourly see tables below
- Project each phase will have a negotiated statement of work that identifies hourly rate, estimated hours, and materials

3.2 **TYPE OF PRICING:** Pricing under this contract is

- Firm hourly rates and material unit pricing listed below

Construction Services

Item	Description	Unit	Price
Cable on Reel PreTesting			
	Test with OTDR 144 strand fiber cable on reel prior to installation. Provide test results.	1 strand	\$8.80
Building Entrance Facility and Inside Plant			
	Open cut trench depth of 4 ft.	1ft	\$20.45
	Saw cut concrete roadway depth of 4 ft	1ft	\$81.70
	Core existing manhole accommodating 4" conduit and seal around conduit	1	\$418.00
	Core concrete block building wall accommodation 4" conduit and seal around conduit	1	\$418.00
	Install 4" RMC conduit with detectable MaxCell inner duct and 4" sweep	1ft	\$11.25
	Install fiber cable warning tape 12" above conduit	1ft	\$0.97
	Install interior metal pull boxes	1	\$231.75
	Install 4" EMT conduit with MaxCell inner duct, connectors and bushings.	1ft	\$34.05
	Pull in 144 strand single mode armored cable	1ft	\$3.27
	Install ground rod (6ft x 5/8 in) ground buss bar near top manhole ring and #6 wire ground wire in manhole	1	\$205.00
	Ground metallic sheath of cable in manhole and at entrance location and interior pull box and ground rack at splice termination point to building ground.	1	\$260.00
	Install fiber terminals for 144 count S/M cable with SC connectors (6-24 port terminals)	1	\$651.00
	Fusion splicing-termination of plgtails to single strands (not ribbon cable)	1 strand	\$30.65
	Site restoration-backfill saw cut roadway with compacted sand and concrete to original thickness (50ft in)	1	\$2,156.00
	Site restoration-backfill open trench in grass area with trench dirt, clean topsoil, level, seed and straw.	1ft	\$8.20
Directional Bore			
	Directional bore with install of 4" HDPE	1ft	\$12.25
	Install 24x36x24 handholes	1	\$1,500.00
	Install Coyote splice case in 1 HH and splice 144 strands SM fiber	1	\$3,270.00

	Install MaxCell 3 cell and 4" inner-duct	1ft	\$2.55
	Pull 144 single mode armored cable through 4" HDPE/MaxCell Innerduct cell, through handholes leaving a 50ft slack coil at each location	1ft	\$2.10
	Place fiber optic dome 3.5" x 6" warning markers approximately every 1000ft.	1ft	\$51.06
	Restore excavation of bore pits, handholes, building entrances in grassy areas with trench dirt, clean topsoil, level, seed & straw.	1	\$8,445.00
Direct Bury			
	Direct bury/plow 144 fiber cable (quantity for direct bury distance only, excludes fiber length for 50ft slack loops in HHs =1250ft)	1ft	\$2.20
	Place 24" x 36" x 24" handholes with 50ft fiber slack loop in each	1	\$1,500.00
	Install Coyote splice Case and Splice through 144 strands	1	\$3,750.00
	Cable reel end fusion butt splicing of 144 strands armored fiber cable (not ribbon)	144 splices	\$3,750.00
	Bonding and grounding cable sheath at each handhole location	1	\$220.00
	Site restoration-seed with grass or cover type in the area of cable replacement	1ft	\$0.50
Interstate Exchanges			
	Directional bore and place 4" HDPE 1000ft per location at 4 Interstate interchanges	1ft	\$16.35
	Install 1000ft of 4" 3 cell MaxCell innerduct at 4 Interstate interchanges	1ft	\$5.10
	Install 36 x 36 x 18 Handholes	1	\$1,900.00
	Install 4" RMC conduit, expansion connectors, couplings and bushings on 4 bridges with a span of 60ft each	1ft	\$35.00
	Pull 144 single mode armored cable with 50ft slack loops HHs	1ft	\$1.60
	Restore excavation of bore pits, handholes, building entrances in grassy areas with trench dirt, clean topsoil, level, seed and straw	1	\$4,275.00
Communications Hut			
	Prepare to final grade and rock locations for communications hut	sq. ft.	\$5.15
	Install 30 x 48 x 18 handholes	1	\$2,000.00
	Directional bore 2-200ft runs and place 4" HDPE conduit	1ft	\$15.35
	Install MaxCell 3 cell 4" inner duct	1ft	\$5.10
	Install 4" RMC conduit from generator pad location to hut location with (2) sweeps, couplings and bushings.	1ft	\$27.25
	Install 2 runs or 4" RMC conduit to public utility location, 200ft each	1ft	\$25.50
	Construct 20' by 20' concrete pad for pre-fab hut	sq ft	\$18.00
	Construct 15' by 15' concrete pad for generator	sq ft	\$19.00
	Install communications hut including electrical hookup to main panel, grounding HVAC	1	\$12,855.00

	Install fiber terminal for 24 counts S/M cable with SC connectors	1	\$333.90
	Pull 144 single mode armored cable with 50ft slack loop in 2 HH	1ft	\$2.75
	Fusion splicing-termination of pigtails to single strands (not ribbon cable)	1 strand	\$39.00
	Install 8' high security fencing, posts and barbed wire	1ft	\$25.40
	Install 16' entry gate rollers	1	\$2,415.00
Aerial Installation			
	Install 18 x 30 x 18 handholes	1	\$1,490.00
	Set 30ft class 6 poles	1	\$815.00
	Place anchors, down guys, and guards	1	\$410.00
	Place 3/8 messenger from new riser pole for slack coils	1ft	\$2.45
	Place snow shoe rack approximately 2 ft in from each riser pole for slack coils	1	\$205.00
	Lash 144 SM fiber cable from handhole up riser to 3/8 messenger and back down riser to handhole	1ft	\$2.50
Building Entrance Facility			
	Open cut trench at depth of 4ft from handhole to building entrance location	1ft	\$20.40
	Install 4" HDPE from handhole to building entrance location	1ft	\$1.00
	Install 4" 3 cell MaxCell inner duct in 4" duct	1ft	\$3.25
	Install 18 x 30 x 18 handholes	1	\$1,490.00
	Install 4' by 6' bollards at cable entry	1	\$730.00
	Core concrete block building wall accommodating 4" conduit and seal around conduit	1	\$417.00
	Install exterior metal pull box	1	\$435.00
	Run 4" EMT from handhole to pull box, clamp to side of building	1ft	\$260.00
	Install 3" EMT from exterior pull box, through exterior wall, through 2 interior cored cinder block walls, and above drop ceiling into DMARC room. Secure EMT to existing rack, place bushings at each end.	1ft	\$31.50
	Install Fire stop in interior wall cores	1	\$51.00
	Pull 144 single-mode armored cable with 50ft slack loop in 1 HH	1ft	\$3.20
	Install fiber terminals for 144 count S/M cable with SC connectors (6-24 port terminals)	1	\$640.00
	Fusion splicing-termination of pigtails to single strands (not ribbon cable)	1strand	\$30.65
	End-end testing with OTDR	1 strand	\$37.75

Materials

Description	Unit	Price
4 inch rigid metal conduit (RMC)	1 ft.	\$14.65
4 inch conduit (RMC) connectors/couplings	1	\$14.65
4 inch sweep	1	\$59.75
Fiber Cable Warning Tape	1 ft.	\$0.16
Interior metal pull boxes - 35"H * 24"W * 12"D screw secured cover	1	\$195.00
4" conduit (EMT)	1 ft.	\$5.90
4" conduit (EMT) connectors	1	\$12.00
4" conduit bushings	1	\$0.60
MaxCell 4" (3) Cell inner-duct-Detectable	1 ft.	\$2.75
Ground rod (6ft. * 5/8 in.) and clamps	1	\$9.30
Ground buss bar	1	\$136.00
#10 ground wire	1ft.	\$0.20
24 port Fiber terminal S/M with SC connectors	1	\$690.00
SM pigtail - SC connectors	1	\$6.85
24"L * 36"W * 24" D open flared bottom polymer concrete hand-hole with no labeling on lid - 22,500 # (3") rock base	1	\$650.00
Coyote Splice enclosure 8.5" * 22" with splice tray kits, unilube transition compartment kit, three section four port end plates, and 5 plugs times number of splices	1	\$615.00
Dome fiber optic warning markers - 3.5" * 6"	1	\$31.50
4" HDPE Conduit	1 ft.	\$2.85
Pre-fabricated 14'W * 12'L * 10'H communications hut including electrical hook-up to main panel, grounding HVAC	1	\$30,925.00
8' high security fencing with barbed wire	1 ft.	\$9.20
Install 16' entry gate on rollers	1	\$2,300.00
Fence posts and footings	1	\$75.00
18"L * 30"W * 18"D open flared bottom polymer concrete hand-hole with no labeling on lid - 12,000 lb, rating (3") rock base	1	\$380.00
Class 6 poles, 30 ft. long	1	\$635.00
Guy anchors, down guys, and guy guards	1	\$100.00
3/8" Aerial Cable Messenger and associated hardware	1 ft.	\$0.47
Opti-Loop snow shoe rack model FOSDA-12-ADSS	1	\$65.00

4" diameter * 6' steel bollards	1	\$100.00
Exterior metal pull box - 24" H * 24"W * 12" D screw secured cover	1	\$135.00
3" conduit (EMT)	1 ft.	\$4.08
3" conduit (EMT) connectors	1	\$7.80
3" conduit bushings	1	\$0.45
Interior Fire Stop 3 F Rating, <1 L Rating, Class I W Rating	1	\$30.00

Fiber Costs

Fiber Optic Cabling % Mark Up over cost	15%
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Labor Rates

Description	Hourly Rate
General Foreman	\$123.00
Foreman	\$113.00
Journeyman	\$103.00
Groundman	\$80.00
Project Manager	\$165.00
Project Engineer	\$135.00
CAD Draftsman	\$105.00
Administrative Staff	\$60.00
Permitting Engineer	\$135.00
GIS Data Collection Technician	\$85.00
Flagger	\$80.00

Other Construction Services and Materials

Description	Unit	Price
Traffic Control and Protection single Lane Closure	Each	\$1,200.00
Traffic Control and Protection Double Lane Closure	Each	\$1,800.00
Traffic Control and Protection Shoulder closure	Each	\$800.00
Traffic Control and Protection Arterial Lane Closure	Each	\$750.00
Permitting	Per Hour	\$135.00
Concrete QC	Per Day	\$1,200.00
Mobilization and Demobilization	Per Actual Job Package	\$20,000.00
Local warehouse/staging area	Per Month	\$4,500.00
Construction Engineering - Layout and Survey	Per Hour	\$150.00
Vault Racks and Hooks	Per Handhole	\$100.00
MaxCell Tie-ins	Each	\$275.00

Locating and Repair/Maintenance Services

Description	Hourly Rate
Repair and maintenance service calls between 8 am and 5 pm CST, Monday through Friday	\$900.00
Repair and maintenance service calls after 5 pm or before 8 am CST, Monday through Saturday	\$1,300.00
Repair and maintenance service calls on Sunday and New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.	\$1,600.00
Locating Services	\$400.00

CMS and the Vendor recognize that throughout the life of the contract additional materials, labor and construction services may be required to meet the specific needs of a construction project. The rates listed above are not intended to be exclusive of any other materials, labor or construction services needed to perform the project. The Vendor agrees to provide the additional materials, labor and construction services at rates and/or discounts equal to similar items listed above. Both parties shall mutually agree on those rates.

3.3 RENEWAL COMPENSATION: If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: _____% discount for payment within _____ days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Vendor shall invoice on a monthly basis for work completed. Vendor shall provide proof of payment to subcontractors and suppliers within 30 days or prior to submitting the next invoice. CMS reserves the right to retain up to 10% of each monthly payment until completion of the project. Refer to the Standard Documents for Construction for more details.

Send Invoices to: IL Department of Central Management Service
 BCCS, Network Services
 120 W Jefferson, Floor 1
 Springfield IL 62702

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, air conditioning services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois Internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto,

(Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an Independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3 (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11** Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12** Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13** Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14** Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15** Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18** In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19** a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24** Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 46) are prohibited from doing business with the State until the violation is mitigated".
- 5.27** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 5.28** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 567)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

- Vendor is not required to register as a business entity with the State Board of Elections.
or
 Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 21253

Meade, Inc.

9550 W. 55th Street

Suite A

McCook IL 60525

Information for this business last updated on:

Tuesday, April 12, 2011

Certificate produced on Tuesday, April 12, 2011 at 3:11 PM



6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Meads, Inc.

D/B/A (if used): _____

Name of any Parent Organization: L and H Company, Inc.

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$108,447.20?

Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 7.36. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Nicole L. Lizzadro Kelley

Address: c/o L & H Co., Inc. 225 York Rd., Ste 304, Oakbrook, IL 60523

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 9.28. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ >3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Bonita L. Hay
Address: c/o L. & H Co., Inc. 225 York Rd., Ste 304, Oakbrook, IL 60523

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 5.69 . For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ >3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
 Sole Proprietorship Stock Partnership Other (explain) _____

Name: Joseph Lizzadro III
 Address: c/o L. & H. Co., Inc. 225 York Rd., Ste 304, Oakbrook, IL 60523

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No

4. Do you receive greater than 6% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No

5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 7.06 For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

Sole Proprietorship Stock Partnership Other (explain) _____

Name: Louis L. Lizzadro
Address: c/o L & H Co., Inc. 225 York Rd., Ste 304, Oakbrook, IL 60521

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

- There are no business operations that must be disclosed to comply with the above cited law.
- The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

See attached Affidavit of Availability

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: Meade, Inc.

(Vendor/Subcontractor Name)

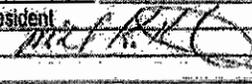
Name of Authorized Representative:

Michael K. Knutson

Title of Authorized Representative:

Vice President

Signature of Authorized Representative:



Date:

9/1/11

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

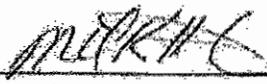
Name: Meads, Inc.

Business Name: _____

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number 27-4080781

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetary (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: 

Date: 9/11/11

EXHIBIT 4
General Conditions

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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**GENERAL CONDITIONS
SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The 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.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CONT.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or Insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE**

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CONT.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment immediately.

Failure to comply with this section will be reviewed as non-compliance as stated under Section III, Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 8-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

EXHIBIT 5
Evidence of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 3/27/2013
PRODUCER ROBERT B MCMANUS INC 111 W Jackson Blvd #1134 Chicago, IL 60604 (312)786-9090		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Meade, Inc. 9550 W. 55th St., Suite A McCook, IL 60525		INSURERS AFFORDING COVERAGE INSURER A: OBE Insurance Corp. 39217 INSURER B: Charter Oak Fire Inc. Co 25615 INSURER C: American Zurich Insurance 26247 INSURER D: Safety National Casualty Corp. 15105 INSURER E: Travelers 25674

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. ADDL. LTR. INSRD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CGA 0960193 XCU Coverage	06/25/11	06/25/13	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & AD INJURY \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC				PRODUCTS - COM/PROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY	CAP-5807B924	06/25/12	06/25/13	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC. \$
					AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY	AUC-5964478	06/25/11	6/25/13	EACH OCCURRENCE \$20,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$20,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AGC4047777-IL* *IL&IN Self-Ins.	01/01/13	01/01/15	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Property & Equipment	QT6308758M006-TI	06/25/12	06/25/13	All Risk Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insured under General Liability: Cook County, Bureau of Technology Information Technologies Solutions & Services, Illinois Century Network, City of Chicago, and the Chicago Transit Authority with regards to All Operations. PROJECT: Cook County Broadband Technologists Partnership Network.

CERTIFICATE HOLDER	CANCELLATION
Cook County Government Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE <i>Robert McManus</i>

EXHIBIT 6
Cook County Board of Authorization

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS .

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER/PROPOSER MBE/WBE STATUS:** (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Taylor Electric Co.
Address: 7811 S. Stony Island, Chicago, IL 60649
E-mail: TEC60624@aol.com
Contact Person: Martha Taylor Phone: 773-346-5658
Dollar Amount Participation: \$ 149,000.00
Percent Amount of Participation: 18% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Metromex Contractors, Inc.
Address: 9550 Sergo Dr., Suite 100, McCook, IL 60525
E-mail: Metromex1@aol.com
Contact Person: Federico Rojas Phone: 708-485-3000
Dollar Amount Participation: \$ 98,953.00
Percent Amount of Participation: 12% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Evans Electric, LLC

Address: 4202 Warren Avenue, Hillside, IL 60162

E-mail: mevans@evanselec.com

Contact Person: Michael Evans Phone: 708-544-4399

Dollar Amount Participation: \$ 44,000.00

Percent Amount of Participation: 5 %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: METROMEX CONTRACTORS Certifying Agency: City of Chicago, IL
Address: 9550 S. 160 DR. SUITE 100 Certification Expiration Date:
City/State: McCook, IL Zip: 60525 FEIN #: 36-3816412
Phone: 708-485-3000 Fax: 708-485-3011 Contact Person:
Email: FROLAS@METROMEX1.COM Contract #: CIC260280B Phase II

Participation: [X] Direct [] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation: Proposed Subcontractor:

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

12%, Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE)

FEDERICO FROLAS

METROMEX CONTRACTORS INC.

APRIL - 10 - 2013

Signature (Prime Bidder/Proposer)

Michael K. Knutson

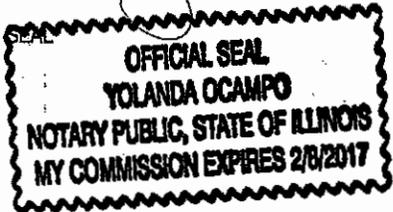
Meade, Inc.

4/8/13

Subscribed and sworn before me

this 10 day of April, 2013.

Notary Public

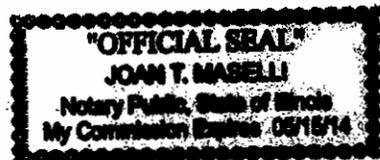


Subscribed and sworn before me

this 8th day of April, 2013

Notary Public

SEAL





DEC 27 2012

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Federico Rojas
Metromex Contractors, Inc.
9550 Sergo Drive Suite 100
McCook, Illinois 60525

Annual Certificate Expires: October 15, 2013

Dear Mr. Rojas:

We are pleased to inform you that Metromex Contractors, Inc. has been certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until October 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by October 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by August 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a (MBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

DEC 27 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women Owned Business Enterprises in the specialty area(s) of:

NAICS Code -- 237310 - Asphalt paving (i.e., highway, road, street, public sidewalk)

NAICS Code -- 238990 - Special Trade Contractors

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw



Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

October 30, 2012

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Federico Rojas
Metromex Contractors, Inc.
9550 Sergo Dr., Ste. 100
McCook, IL 60525

Dear Mr. Rojas:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Metromex Contractors, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at 217/782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Taylor Electric Company, Inc.
Address: 7811 S Stony Island Ave
City/State: Chicago, IL Zip: 60649
Phone: 773-346-5658 Fax: 773-346-5659
Email: mtaylor@tayloelectricco.com

Certifying Agency: City of Chicago
Certification Expiration Date: 7/1/2013
FEIN #: 36-2791520
Contact Person: Martha Taylor
Contract #: CIC260280B Phase II

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

18%, Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (MWBE) _____
Kendra Dinkins
Print Name
Taylor Electric Company, Inc.
Firm Name
4/8/13
Date

Signature (Prime Bidder/Proposer) _____
Michael K. Knutson
Print Name
Meade, Inc.
Firm Name
4/8/13
Date

Subscribed and sworn before me
this 6th day of April, 2013

Notary Public: *Karen Dinkins*

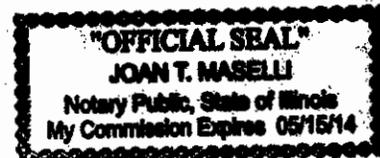
SEAL



Subscribed and sworn before me
this 8th day of April, 2013

Notary Public: *Joan T. Maselli*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

RECEIVED
TAYLOR ELECTRIC CO

Martha Taylor
Taylor Electric Company
7811 S. Stony Island
Chicago, IL 60649

Certification Expires: July 1, 2013

Dear Martha Taylor:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **July 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE/BEPD if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NIGP 91438 Electrical

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Programs

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/sl

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Evans Electric, LLC
Address: 4202 Warren Avenue
City/State: Hillside, IL Zip: 60162
Phone: 708-544-5399 Fax: 708-544-4764
Email: mevans@evanselec.com

Certifying Agency: City of Chicago
Certification Expiration Date: 9/1/13
FEIN#: 42-1649263
Contact Person: Mike Evans
Contract #: GYC2602808 Phase II

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performances of this contract to another firm?

No Yes - Please attach explanation: _____ Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services:

5%, Net 30

(If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Michael Evans
Signature (MWBE)

Michael Evans
Print Name

Evans Electric, LLC
Firm Name

4/8/13
Date

Michael K. Knutson
Signature (Prime Bidder/Proposer)

Michael K. Knutson
Print Name

Meade, Inc.
Firm Name

4/8/13
Date

Subscribed and sworn before me

this 8th day of April, 2013

Notary Public Lindi E. Lech-Backe

SEAL

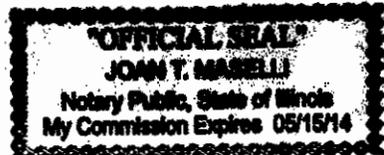


Subscribed and sworn before me

this 8th day of April, 2013

Notary Public Joan T. Maselli

SEAL





**DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO**

JAN 25 2013

**Michael Evans
Evans Electric, LLC.
4202 Warren Avenue
Hillside, IL 60162**

Annual Certificate Expires: September 1, 2013

Dear Michael Evans:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until **September 1, 2016.**

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration. As such, your firm's next No Change Affidavit is due by **July 1, 2013**.**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.**

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- o file your No Change Affidavit within the required time period;**
- o provide financial or other records requested pursuant to an audit within the required time period; or**
- o notify the City of any changes affecting your firm's certification within **10 days** of such change.**
- o re-certify with the city within prescribed time frame.**

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>Naics Code</u>	<u>Description</u>
NAICS 238210	Electrical contractors

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) goal will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/bl

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*)

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: X No:

b) If yes, list business addresses within Cook County:
9550 W. 55th St., Suite A, McCook, IL 60525
5401 W. Harrison, Chicago, IL 60644
977 W. Cermak Road, Chicago, IL 60608
13253 Southwest Highway, Unit 100, Orland Park, IL 60462

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): See attached

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

Cook County Real Estate Tax Log

Property Number	Property Address
16-16-301-009-0000 pd by ME	5419 W Harrison Street
16-16-301-017-0000 pd by ME	5333 W Harrison Street
16-16-301-018-0000 pd by ME	5331 W Harrison Street
16-16-301-019-0000 pd by ME	5329 W Harrison Street
16-16-301-020-0000 pd by ME	5325 W Harrison Street
16-16-301-021-0000 pd by ME	5323 W Harrison Street
16-16-301-022-0000 pd by ME	5321 W Harrison Street
16-16-301-025-0000 pd by ME	5313 W Harrison Street
16-16-301-026-0000 pd by ME	5309 W Harrison Street
16-16-301-046-0000 pd by ME	5417 W Harrison Street
16-16-301-048-0000 pd by ME	6401 W Harrison Street
16-16-301-050-0000 pd by ME	1800 W Flournoy Street
16-16-301-051-0000 pd by ME	1336 W Flournoy Street
16-16-301-052-0000 pd by ME	5357 W Harrison Street
16-16-301-053-0000 pd by ME	1350 W Flournoy Street

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Meade, Inc. D/B/A: _____ EIN NO.: 27-4060761

Street Address: 9550 W. 55th Street, Suite A

City: McCook State: IL Zip Code: 60525

Phone No.: 708-588-2500

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
L & H Company, Inc.	2215 York Rd., Ste 304, Oakbrook, IL 60521	100

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

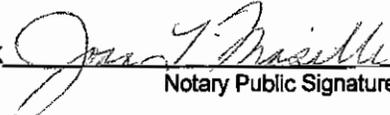
- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Michael K. Knutson
Name of Authorized Applicant/Holder Representative (please print or type)

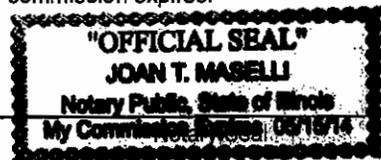
Signature
mkk@meade100.com
E-mail address

Vice President
Title
4/8/13
Date
708-588-2594
Phone Number

Subscribed to and sworn before me
this 8th day of April, 2013.

X 
Notary Public Signature

My commission expires: 5/15/14





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Michael K. Knutson Title: Vice President

Business Entity Name: Meade, Inc. Phone: 708-588-2594

Business Entity Address: 9550 W. 55th Street, Suite A, MCOok, IL 60525

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

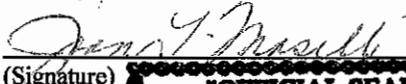
There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

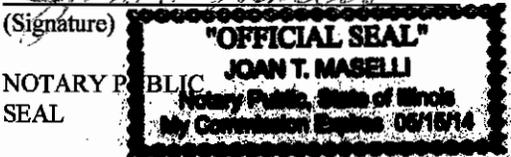
To the best of my knowledge and belief, the information provided above is true and complete.

 4/8/13
 Owner/Employee's Signature Date

Subscribe and sworn before me this 8th Day of April, 2013

a Notary Public in and for Cook County


 (Signature)



My Commission expires 5/15/14

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
 69 West Washington Street,
 Suite 3040
 Chicago, Illinois 60602

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this
_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

- * **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- ** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____

Notary Public Signature

Notary Seal

- * **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**
- ** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Meade, Inc.

BUSINESS ADDRESS: 9550 W. 55th St. Ste A
McCook, IL 60525

BUSINESS TELEPHONE: 708-588-2500 FAX NUMBER: 708-588-2501

CONTACT PERSON: Mike Knutson

FEIN: 27-4060761 *IL CORPORATE FILE NUMBER: 6762-295-2

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Frank J. Lizzadro VICE PRESIDENT: Michael K. Knutson, David A. Leali
Frank A. Lizzadro, Robt. J. Schacht

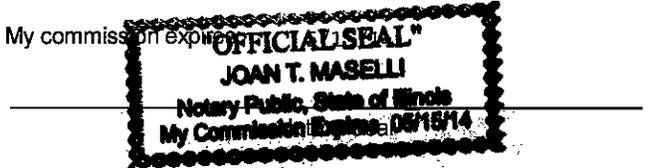
SECRETARY: John S. Lizzadro, Sr. TREASURER: John S. Lizzadro, Sr.

**SIGNATURE OF ^{Vice} PRESIDENT: *[Signature]*

ATTEST: *[Signature]* Ass't
(CORPORATE SECRETARY)

Subscribed and sworn to before me this
8th day of April, 2013.

X *[Signature]*
Notary Public Signature



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

RESOLUTION

I, JOHN S. LIZZADRO, SR. , Secretary of MEADE, INC., do hereby certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of MEADE, INC., on January 3, 2012 and that said resolution has not been rescinded.

Authorization to Sign Contracts

RESOLVED, that sales and consignment contracts, and bids therefor, including bids to and contracts with any Municipal, County or State government, or with the government of the United States, or with any agency or department of any such government, and bonds to secure the performance of such bids and contracts, may be executed on behalf of this Corporation by any one of the following:

PRESIDENT & CEO	-	FRANK J. LIZZADRO
VICE PRESIDENT	-	FRANK A. LIZZADRO
VICE PRESIDENT	-	DAVID A. LEALI
VICE PRESIDENT	-	MICHAEL K. KNUTSON
SECRETARY/TREASURER-		JOHN S. LIZZADRO, SR.
ASSISTANT SECRETARY	-	ALAN L. SHULMAN
CONTRACT ADM.	-	JOHN S. GUZIK
SUPERINTENDENT	-	PAUL J. NABER
PROJECT MANAGER	-	JOSEPH VAN GUNDY III
PROJECT MANAGER	-	FRANK J. HUCKIN

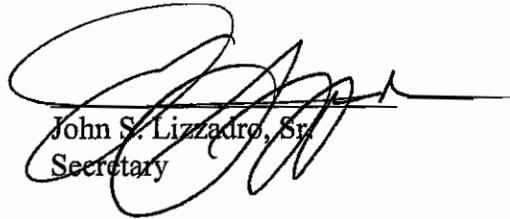
FURTHER RESOLVED, that in conjunction with the above stated purpose and in corroboration with the above stated persons, the following are authorized to attest same.

PRESIDENT and CEO	-	FRANK J. LIZZADRO
VICE PRESIDENT	-	FRANK A. LIZZADRO
VICE PRESIDENT	-	DAVID A. LEALI
VICE PRESIDENT	-	MICHAEL K. KNUTSON
SECRETARY/TREASURER-		JOHN S. LIZZADRO, SR.
ASSISTANT SECRETARY	-	ALAN L. SHULMAN
CONTRACT ADM.	-	JOHN S. GUZIK
SUPERINTENDENT	-	PAUL J. NABER
PROJECT MANAGER	-	JOSEPH VAN GUNDY III
PROJECT MANAGER	-	FRANK J. HUCKIN

EST. MANAGER DEPT - THEODORE C. CZAJA
PROJECT MANAGER - SCOTT M. SANSON
OFFICE MANAGER - JANET L. LABUHN
DIVISION SECRETARY - SANDRA A. JENKINS
GROUP SECRETARY - JOAN MASELLI

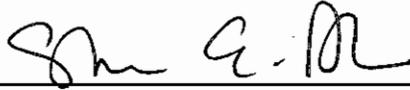
IN WITNESS WHEREOF, I have affixed my name as Secretary and have caused the corporate seal of the corporation to be hereunto affixed the 3rd day of January, 2012.

seal


John S. Lizzadro, Sr.
Secretary

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF April, 2013

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

13-30-12621

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 831,852.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 17 2013

COM _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)