CONSTRUCTION SERVICES AGREEMENT

CONTRACT NO: 1430-13756

FOR

FIBER OPTIC CONSTRUCTION SERVICES PHASE IV

BETWEEN

COOK COUNTY GOVERNMENT
BUREAU OF TECHNOLOGY

AND

MEADE, INC.
(Based on State of Illinois Contract No. CIC260280B)

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

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Exhibit 2	Scope of Services and Price Proposal
Exhibit 3	Evidence of Insurance
Exhibit 4	Cook County Board of Commissioners Authorization
Exhibit 5	Cook County Prevailing Wage for June 2014
Exhibit 6	County Project Labor Agreement
Exhibit 7	Proposal Execution Forms
Exhibit 8	Miscellaneous Forms

List of Attachments

Attachment 1 State of Illinois Contract

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".

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 Construction, and the Contractor was identified as the qualified and best value provider for the services; and

Whereas, the State of Illinois entered into a contract on July 1, 2011 for the provision of services by the Contractor for the County relative to Fiber Construction a copy of which is attached hereto as Attachment 1 for reference purposes only, but such attachment is not made part of or incorprated into this Agreement, and in no way does such document govern the parties performance under this Agree,emt; and

Whereas, the County wishes to leverage the procurement efforts of the State of Illinois; and

Whereas, County Offices, Departments, and Agencies may utilize this agreement for specific contracted procurement efforts; and

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

Whereas, this Contract made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Meade, Inc., herein after the "Contractor"; and

Whereas, the Contractor agrees to provide to the County Fiber Construction, incorporated as Exhibit 2, Scope of Services and Price Proposal; and

Whereas, the Contractor warrants that it is ready, willing and able to deliver these services set forth in Exhibit 2, Scope of Services and Price Proposal, all on pricing and payment terms

equivalent to or more favorable to the County than those contained in the State of Illinois Contract No. CIC260280B as set forth in Exhibit 2, Scope of Services and Price Proposal, and incorporated herein by reference; and

Whereas, this Contract shall be effective for two (2) years, from August 1, 2014 through July 31, 2016 with one (1) one (1)-year renewal option.

Whereas, Payment shall be as follows:

> In no case shall such charges exceed the amount of $483,450.00. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.
>
> 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; 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 a part of this Agreement by reference.

INCORPORATION OF EXHIBITS

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

Exhibit 1	General Conditions
Exhibit 2	Scope of Services and Price Proposal
Exhibit 3	Evidence of Insurance
Exhibit 4	Cook County Board of Commissioners Authorization
Exhibit 5	Cook County Prevailing Wage for June 2014
Exhibit 6	County Project Labor Agreement
Exhibit 7	Proposal Execution Forms
Exhibit 8	Miscellaneous Forms

LIST OF ATTACHMENTS

Attachment 1 State of Illinois Contract

EXHIBIT 1

GENERAL CONDITIONS

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.

All work to be performed under this Contract shall be of the highest grade workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

GC-03 PERFORMANCE BOND AND INSURANCE REQUIREMENTS

The Contractor shall furnish a Performance Bond which includes costs of labor and material covering the faithful performance of the Contract and the payment of all obligations arising thereunder. The Performance Bond shall be in the full amount of the Contract and executed by a surety acceptable to the County.

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

(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.

(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 shall assume all liability for and shall indemnify, defend and hold harmless the County of Cook, its officials, employees, Architect, Program Manager and agents against any and all loss, liability, damages, claims, demands, costs and expenses of whatsoever nature that may be suffered by the County of Cook or any other person or persons firm, corporation or association making claims against the County of Cook, its officials, employees or agents, arising out of or resulting from performance of the Work of this contract, whether or not the negligence or omissions of the Contractor, its Owners, employees, agents, or Subcontractors shall be alleged or determined. The Contractor expressly understands and agrees that the duty to indemnify, defend and hold harmless the County of Cook, its officials, employees and agents, shall in no way be limited by performance bonds or other insurance required by this contract or otherwise provided by the Contractor. Nothing herein shall be construed to require the Contractor to indemnify for acts of negligence by the County of Cook, its officials, employees or agents. This indemnity provision is applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

GC-06 PREVAILING WAGE RATE - PUBLIC WORKS

The Contractor shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes 1992, 820 ILCS 130, regarding "General Prevailing Hourly Rates."

Prevailing wage rate shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statues 1991, Chapter 48, Paragraph 39S-1 et.seq.". The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

GC-07 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-08 CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials condemned by the County or its agents as failing to conform to the Contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by a written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

GC-09 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-10 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-11 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-11, 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-12 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-13 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-14 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-15 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-14, 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-16 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-14, 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-17 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-18 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.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-18, Modifications and Amendments, no County department or employee thereof has authority to make any modifications or amendments to this Contract.

GC-19 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-20 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.

The Contractor, is performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall a Contractor otherwise commit an unfair employment practice. The Contractor further agrees that

this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

GC-21 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-22 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, 6-22-93). 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-23 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-24 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-25 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-26 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-27 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-28 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-29 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-30 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-31 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. General Conditions
2. Special Conditions
3. On-Line Seller Agreement
4. Scope of Work/Pricing Proposal
5. Evidence of Insurance
6. Cook County Board of Commissioners Authorization
7. Economic Disclosure Statement (EDS) Forms

GC-32 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-33 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-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 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.

GC-37 AUDIT; EXAMINATION OF RECORDS

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-38 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-39 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-40 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-41 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-42 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.

GC-43 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of elegibility 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.

GC-44 REFERENCE STANDARDS

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

GC-45 COOK COUNTY HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing,or provision of County facilities, services or programs. Every Contractor is to certify its compliance with these policies and its agreement to abide by such policies as a part of the Contractor's contractual obligations.

GC-46 ILLINOIS RESIDENCY ORDINANCE

The Contractor shall comply with "An Act to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year." Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 560/1.

GC-47 EMPLOYMENT - VETERANS

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

GC-48 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 34, SECTION 190

Any construction project having an estimated contract value of $100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director of the Using Department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Chief Procurement Officer, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

GC-49 CERTIFICATE OF QUALIFICATION COOK COUNTY ORDINANCE CHAPTER 34, SECTION 137.

No person or business entity shall be awarded a contract or subcontract, for a period of five (5) years, if that person or business entity has been convicted, made an admission of guilt of: (a) bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity;(b) price-fixing or attempting to fix prices; or (c) defrauding or attempting to defraud or (b) has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

GC-50 TAX AND FEE DELINQUENCY COOK COUNTY ORDINANCE CHAPTER 34, SECTION 177

The County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to

the County of Cook.

GC-51 DISQUALIFICATION FOR NON-PERFORMANCE COOK COUNTY ORDINANCE CHAPTER 34, SECTION 170.

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for 24 months from the date the Board terminates the contract.

GC-52 STEEL PRODUCTS PROCUREMENT

The Contractor shall comply with "An Act to promote the economy of the State of Illinois and the United States by specifying steel products produced in the United States in all contracts for construction, reconstruction, repair, improvement or maintenance of public works". Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 565/1-7.

GC-53 PROJECT LABOR AGREEMENT

The Contractor shall comply with an Agreement between the Coalition of Unionized Public Employees and the County of Cook requiring that the construction of work of certain trade jurisdiction be performed by the members of C.O.U.P.E or a union with the appropriate trade jurisdiction, which was approved by the Cook County Board of Commissioners on June 19, 2012, and is attached hereto as Exhibit 5.

GC-54 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptions of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

(a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

(b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

EXHIBIT 2

Scope of Services and Price Proposal

Cook County Broadband Technologies Opportunities Partnership – Southside Provident Hospital to CTA Green Line 51st Street Station Build Statement of Work

Submitted by: Meade, Inc.

Submitted to: Cook County Government

This Statement of Work addreses the Fiber Build Construction Requirements from the CTA Green Line 51st Street Station to Provident Hospital Data Center.

Meade, Inc (Meade) will construct a fiber optic lateral and install a fiber optic cable from the CTA Green Line 51st Street Station to the Provident Hospital Data Center. This work will consist of the following:

Furnish and install conduit and locate wire from the Cook County Provident Hospital @ 450 E. 51st Street to the CTA Green Line Station @ 319 E. 51st Street.

Furnish and install 1-144 Strand Single Mode fiber optic cable from the Cook County Provident Hospital Data Center to the CTA Green Line-51st St. Station – Network room.

All splicing, terminating and testing the fiber.

Resurface all street openings per CDOT Restoration Requirements.

Site restoration and protection of existing trees.

Client Name	Cook County, Bureau of Technology Information Technologies Solutions & Services
Client Contact	Fitz Miller, Director
Project Name	Cook County Broadband Technologies Partnership – Southside Provident Hospital of Cook County to CTA Green Line 51st Street Station.
Engagement Duration	Two years with one (1) one-year option for renewal
Begin Date	
End Date	

Deliverables – Mile Stones

Item Description	Cost
Fiber Construction – Provident Hospital Data Center to CTA Green Line 51st Street Station	$ 483,450.00
TOTAL COST	$ 483,450.00

STATEMENT OF WORK

1. **WORK TO BE PERFORMED.** Meade, Inc. (Meade) will install new Fiber Optic cable for Cook County Broadband Technology Opportunities Program (BTOP) Southside Provident Hospital Data Center of Cook County to the CTA Green Line 51st Street Station (herein referred as the Work) as depicted in **Exhibit A.** The Work shall comply with Cook County BTOP Fiber Optic Network Construction Specifications attached as **Exhibit B [to be attached later]** based on Labor Rates contained in the State Contract (CIC260280B) attached as **Exhibit C.** 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
   - 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 continuity and performance 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 Exhibits A and B.

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

3. **TIME OF PERFORMANCE.** Time is of the essence. Meade's Work and the Work of its Subcontractors shall be completed as soon as due diligence and good practice permit.

4. **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.

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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 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

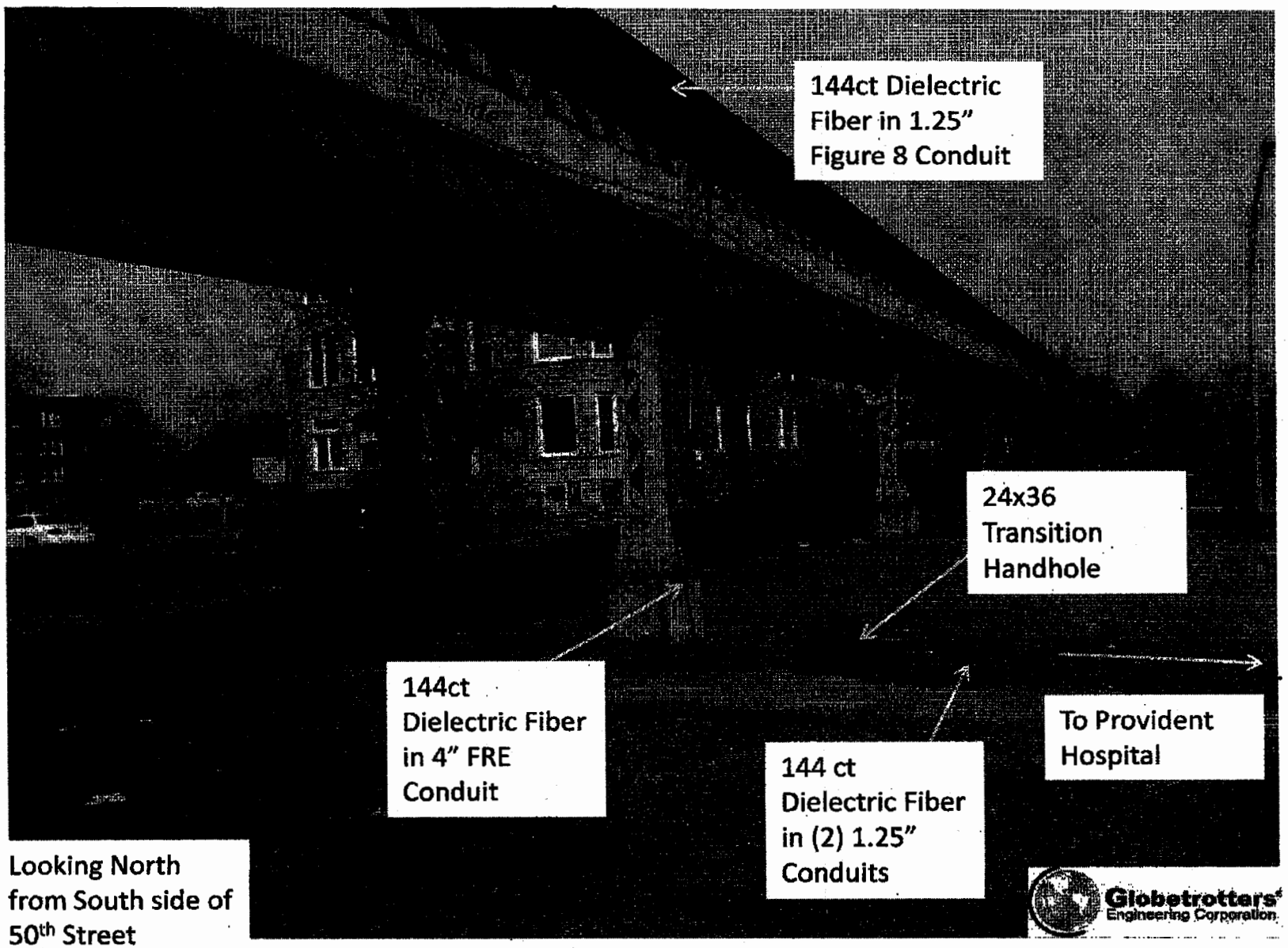
The project scope will be developed from direction provided by the Cook County as noted above. Throughout this effort, the main objective is to make sure the scope is properly defined, verified and controlled based on Cook County requirements.

EXHIBIT A

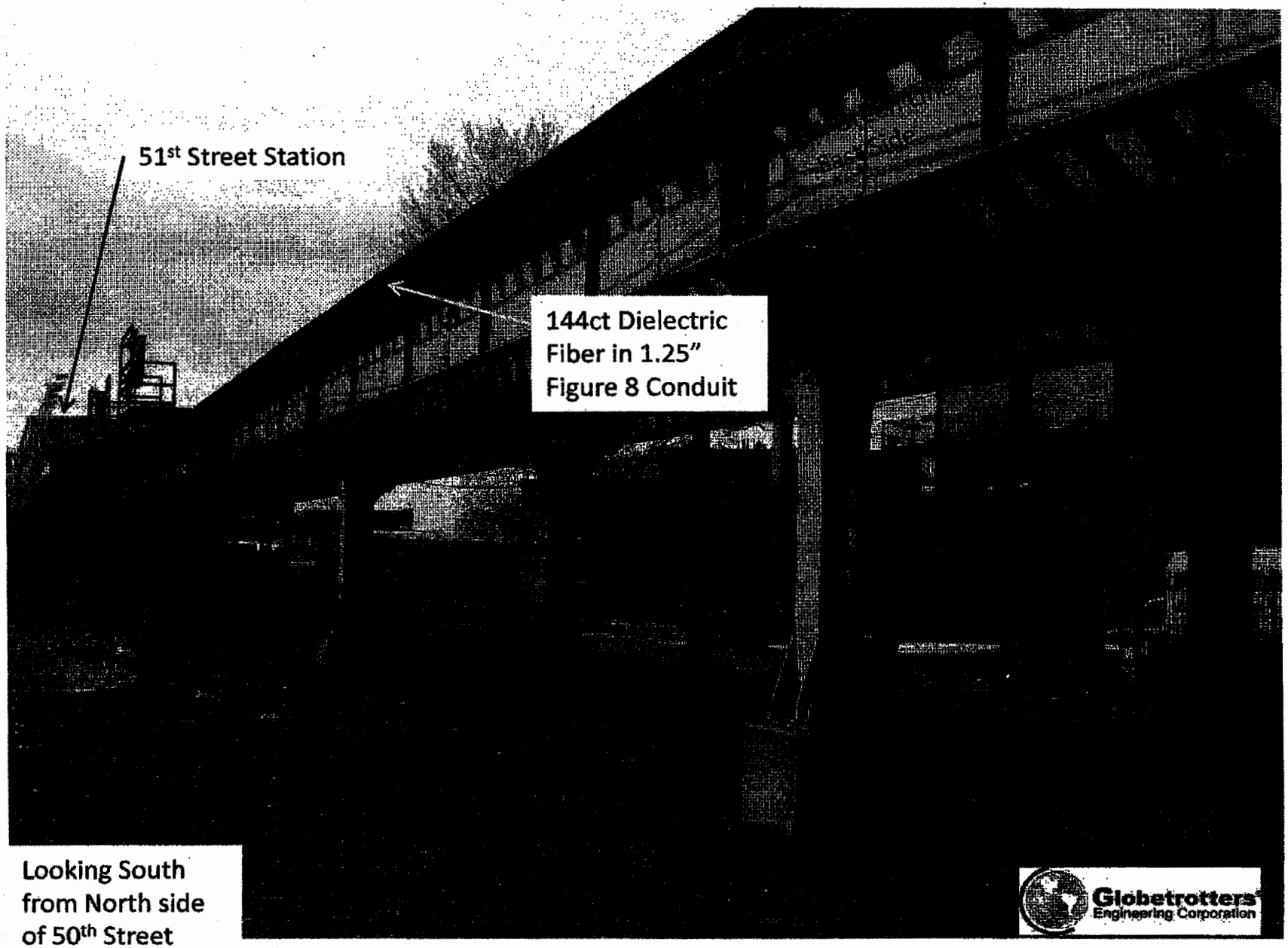
Cook County BTOP Fiber Optic Network Construction Specifications –

Provident Hospital to CTA Green Line 51st Street Station

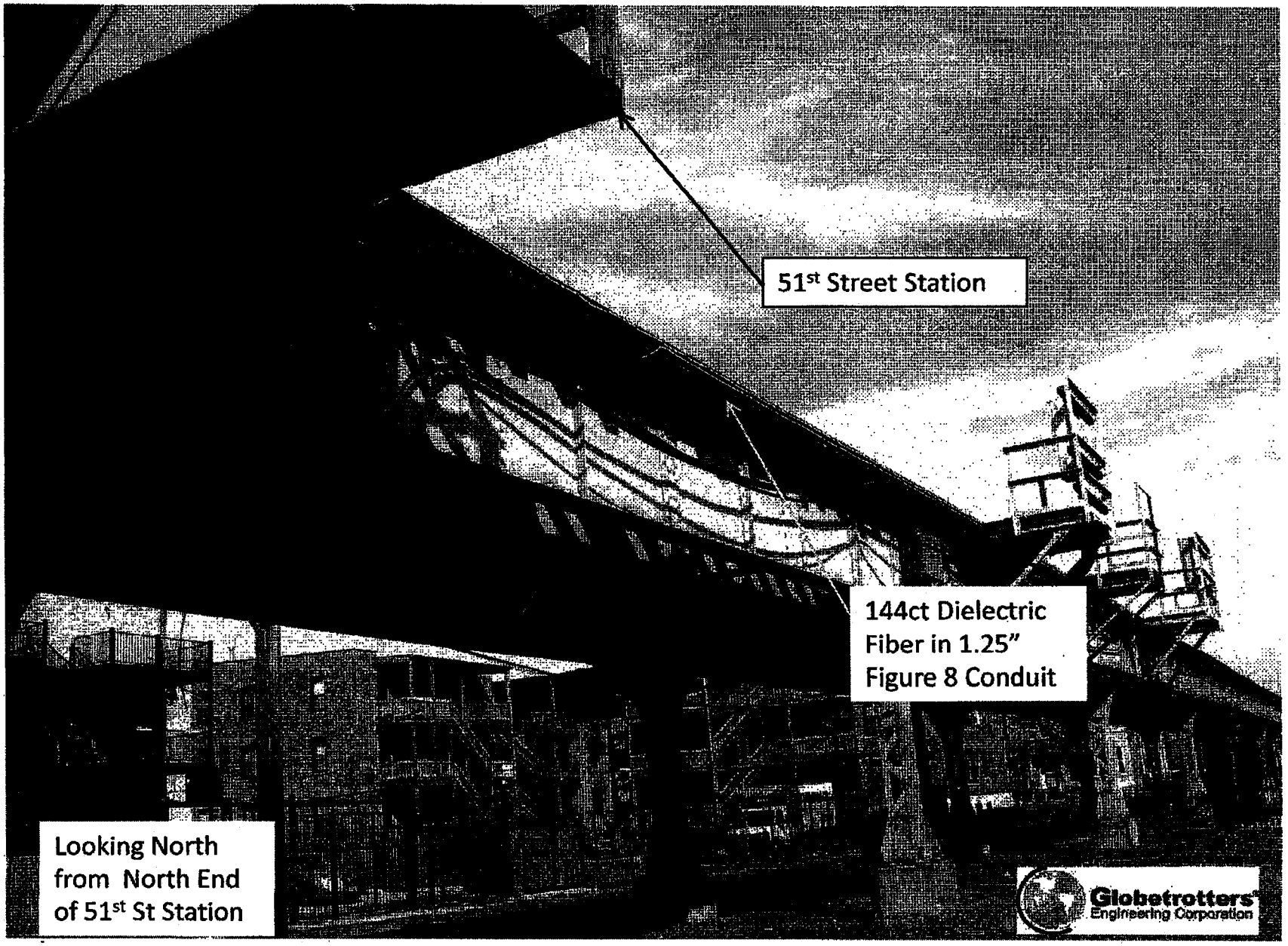
Cook County Provident Hospital to CTA Green Line 51st St Station



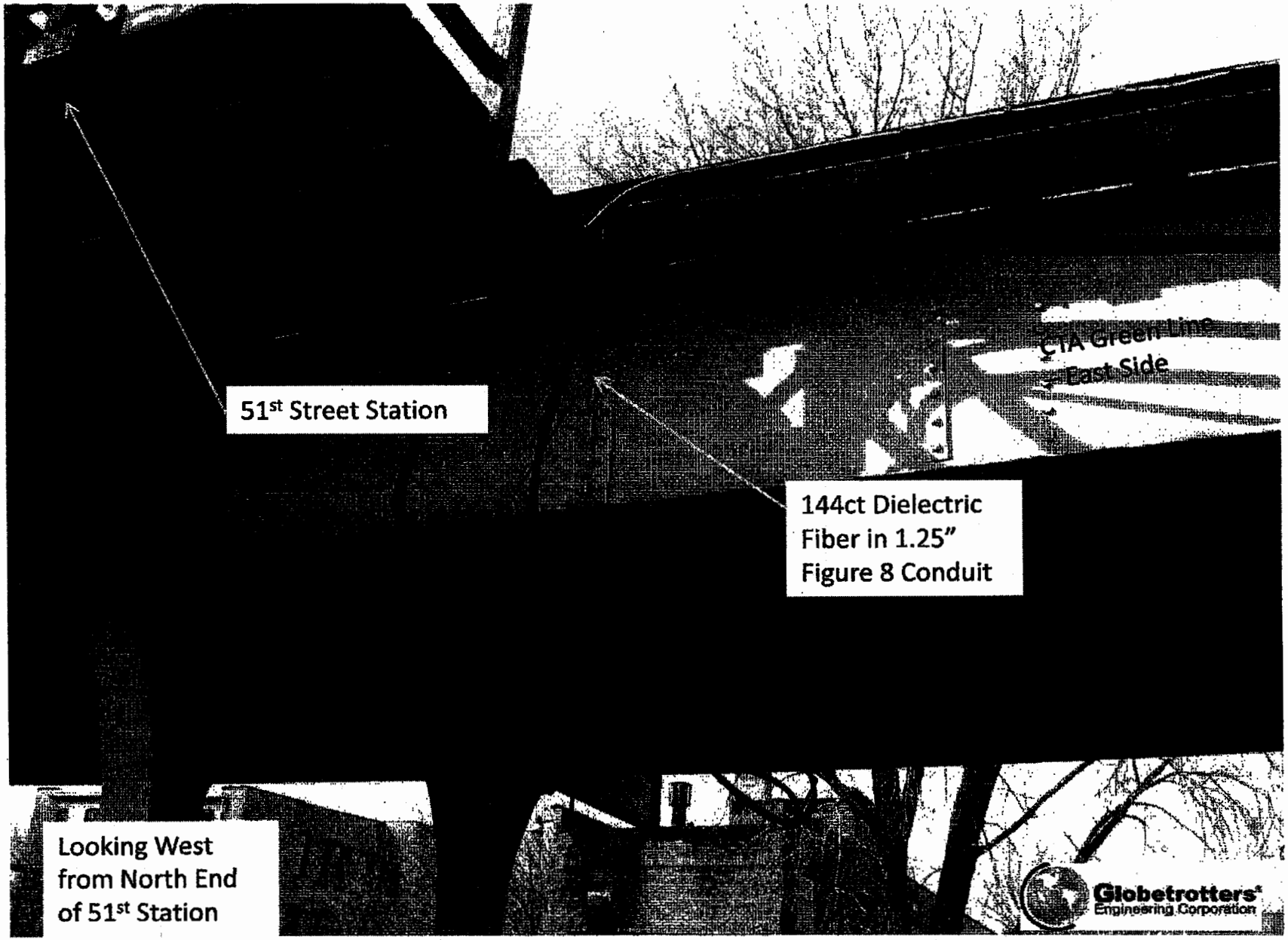
Cook County Provident Hospital to CTA Green Line 51st St Station



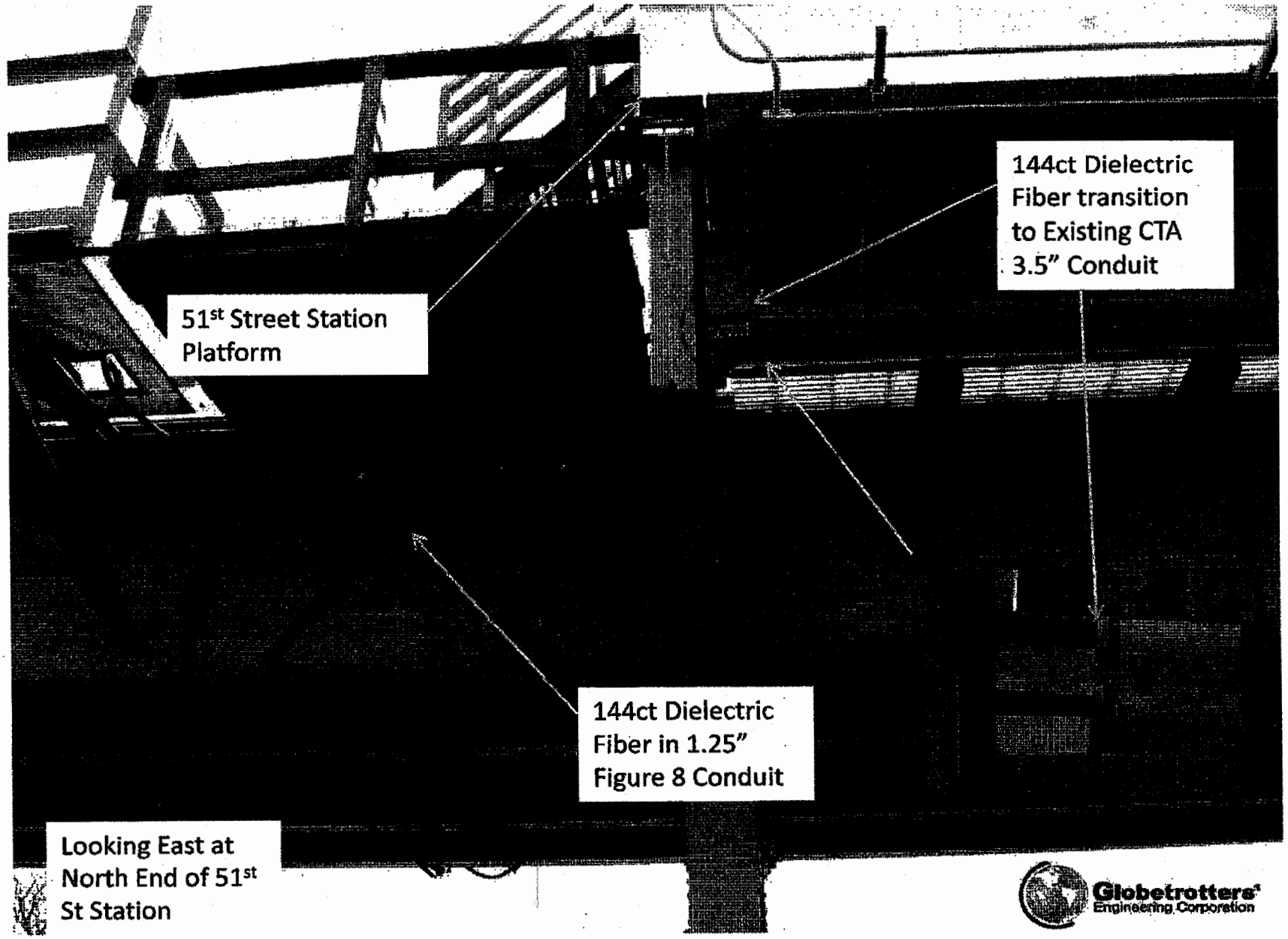
Cook County Provident Hospital to CTA Green Line 51st St Station



Cook County Provident Hospital to CTA Green Line 51st St Station

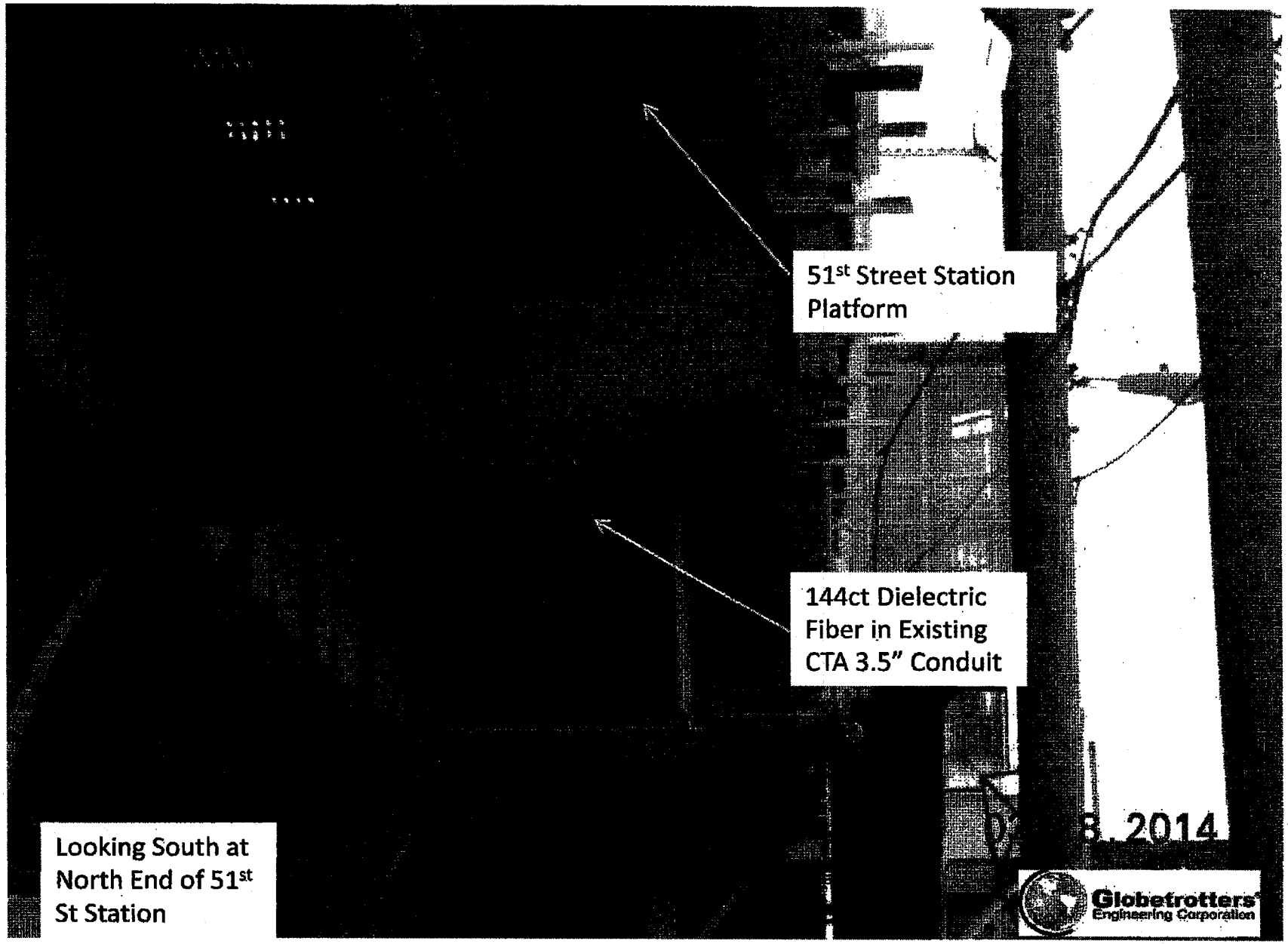


Cook County Provident Hospital to CTA Green Line 51st St Station

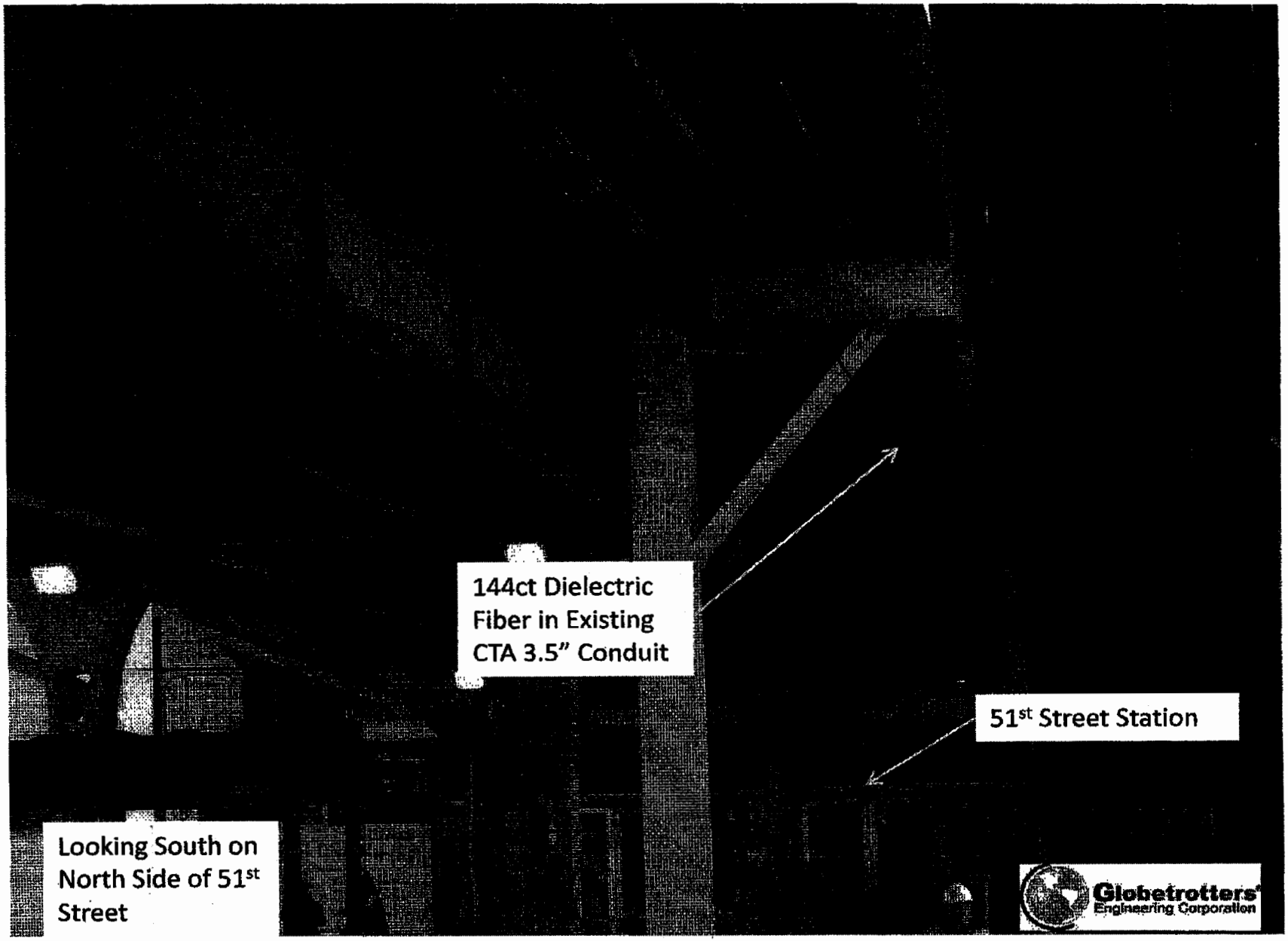


Globetrotters Engineering Corporation

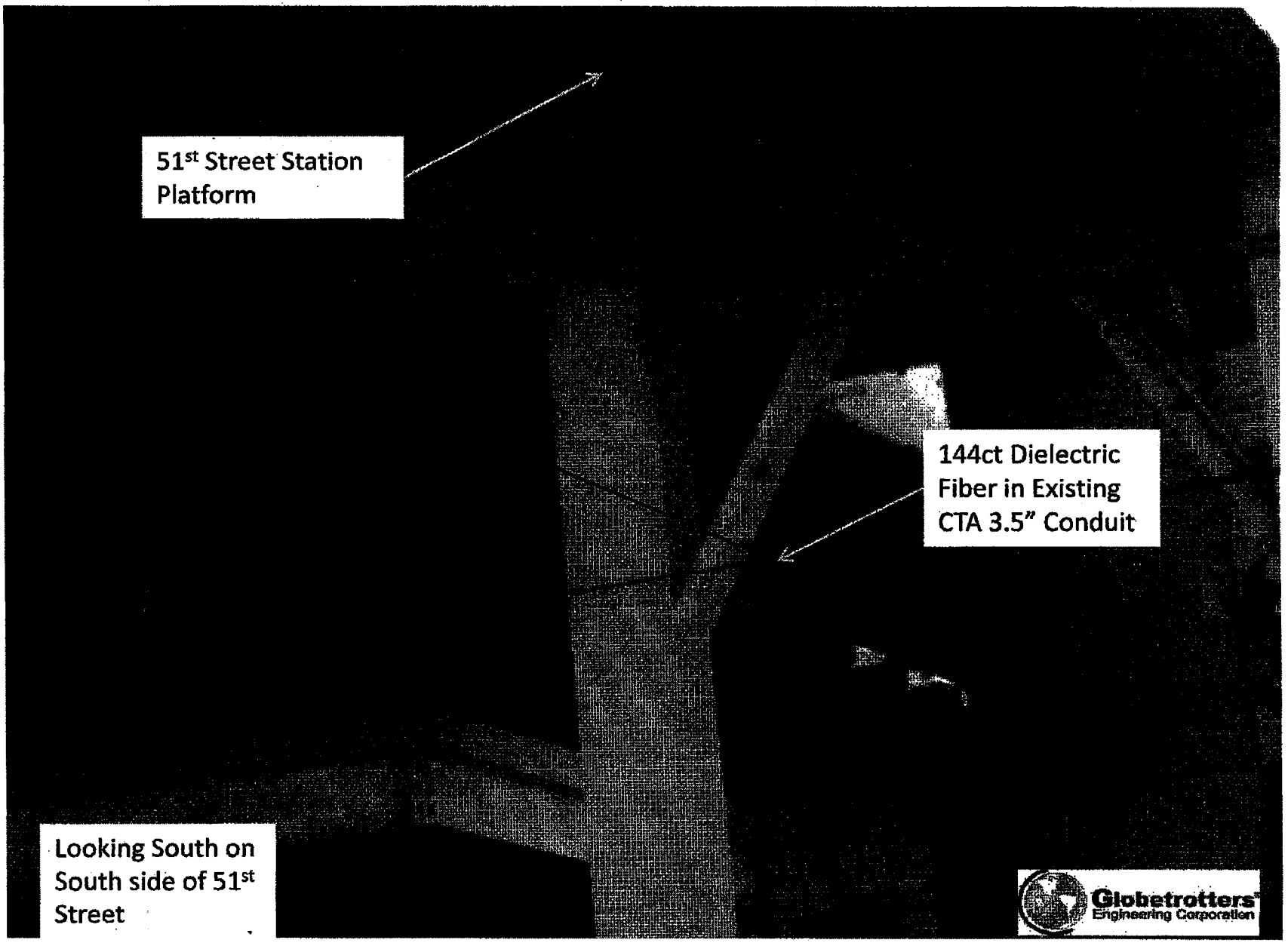
Cook County Provident Hospital to CTA Green Line 51st St Station



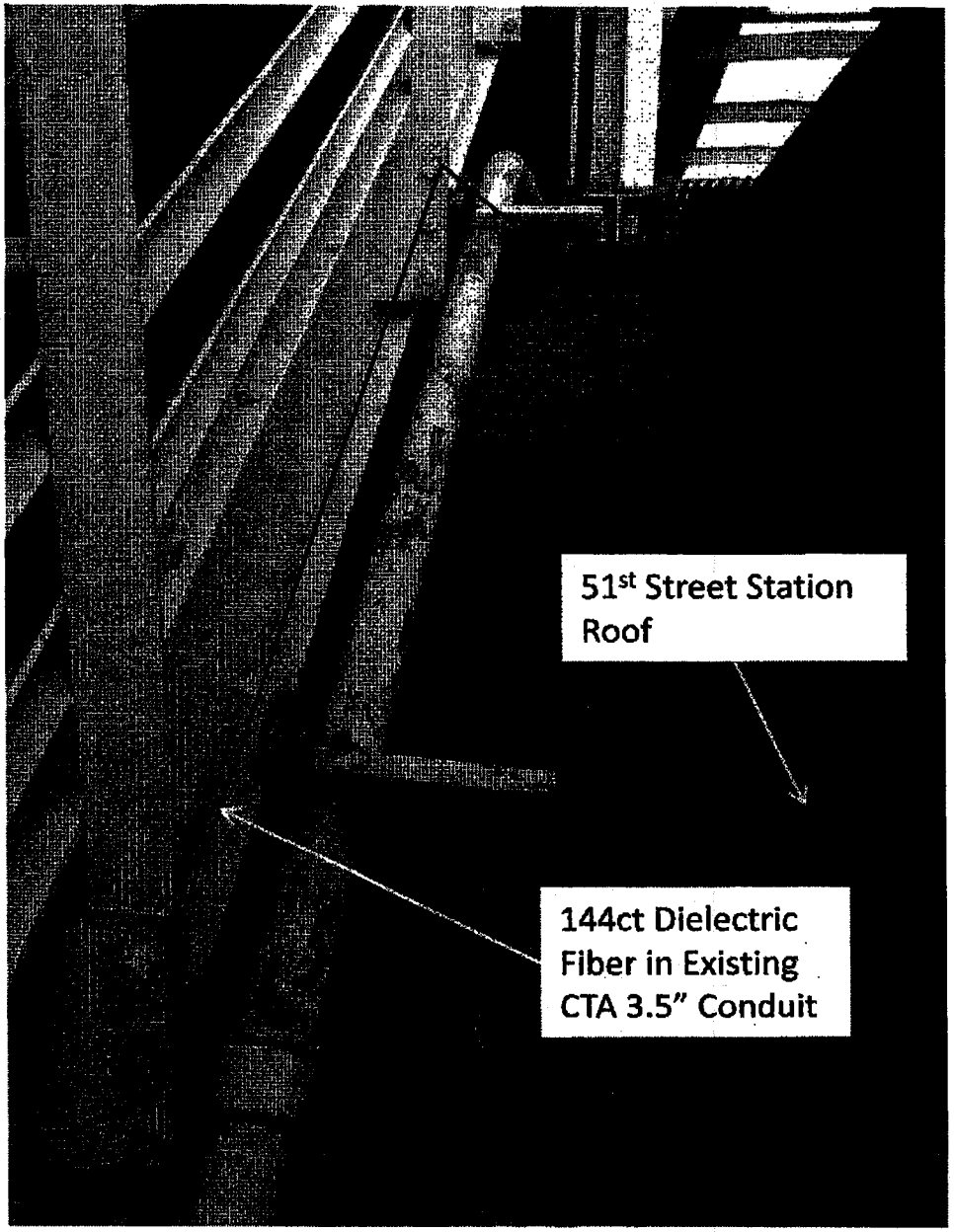
Cook County Provident Hospital to CTA Green Line 51st St Station



Cook County Provident Hospital to CTA Green Line 51st St Station



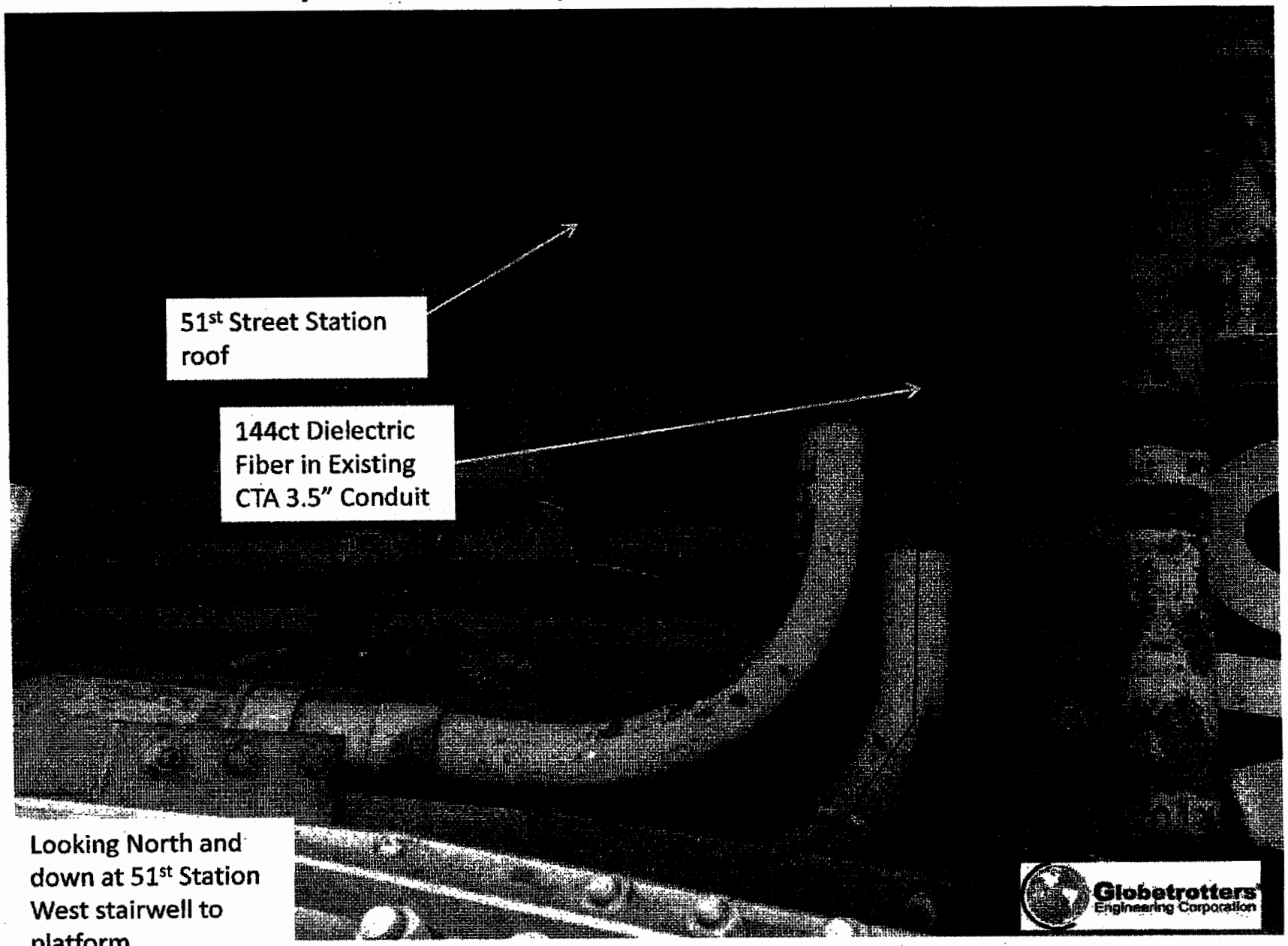
Cook County Provident Hospital to CTA Green Line 51st St Station



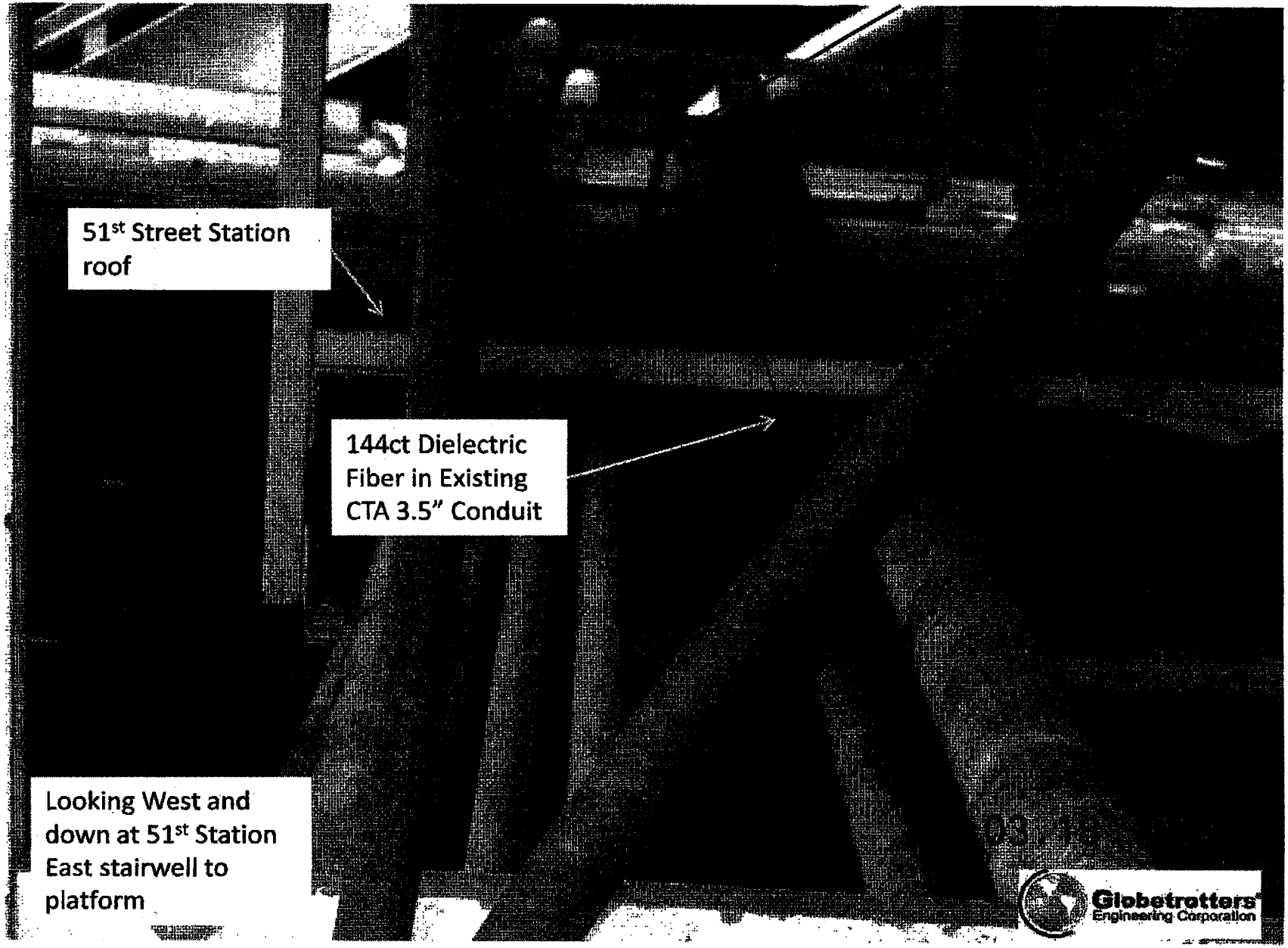
Looking North at 51st Station West stairwell to platform

Globetrotters Engineering Corporation

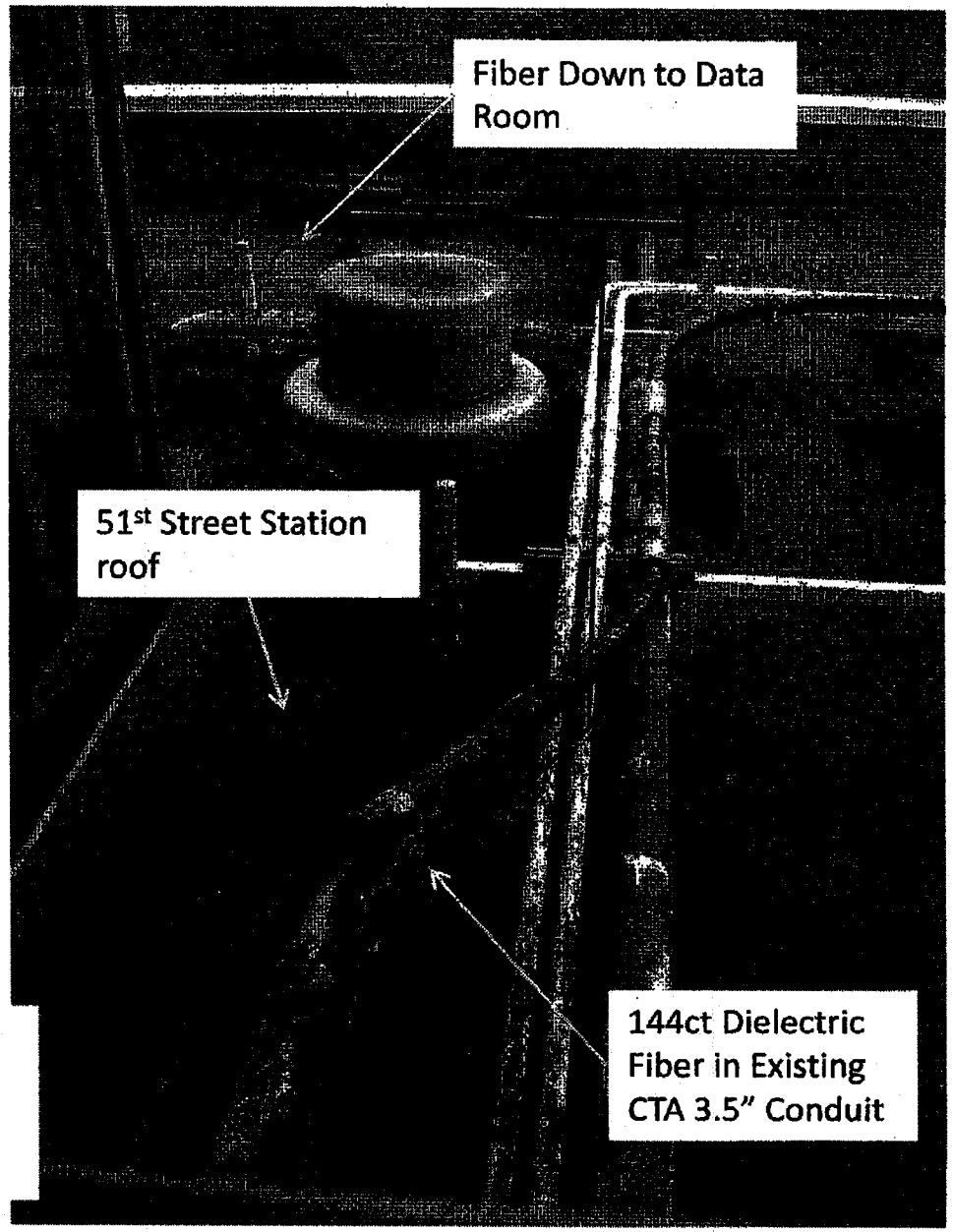
Cook County Provident Hospital to CTA Green Line 51st St Station



Cook County Provident Hospital to CTA Green Line 51st St Station



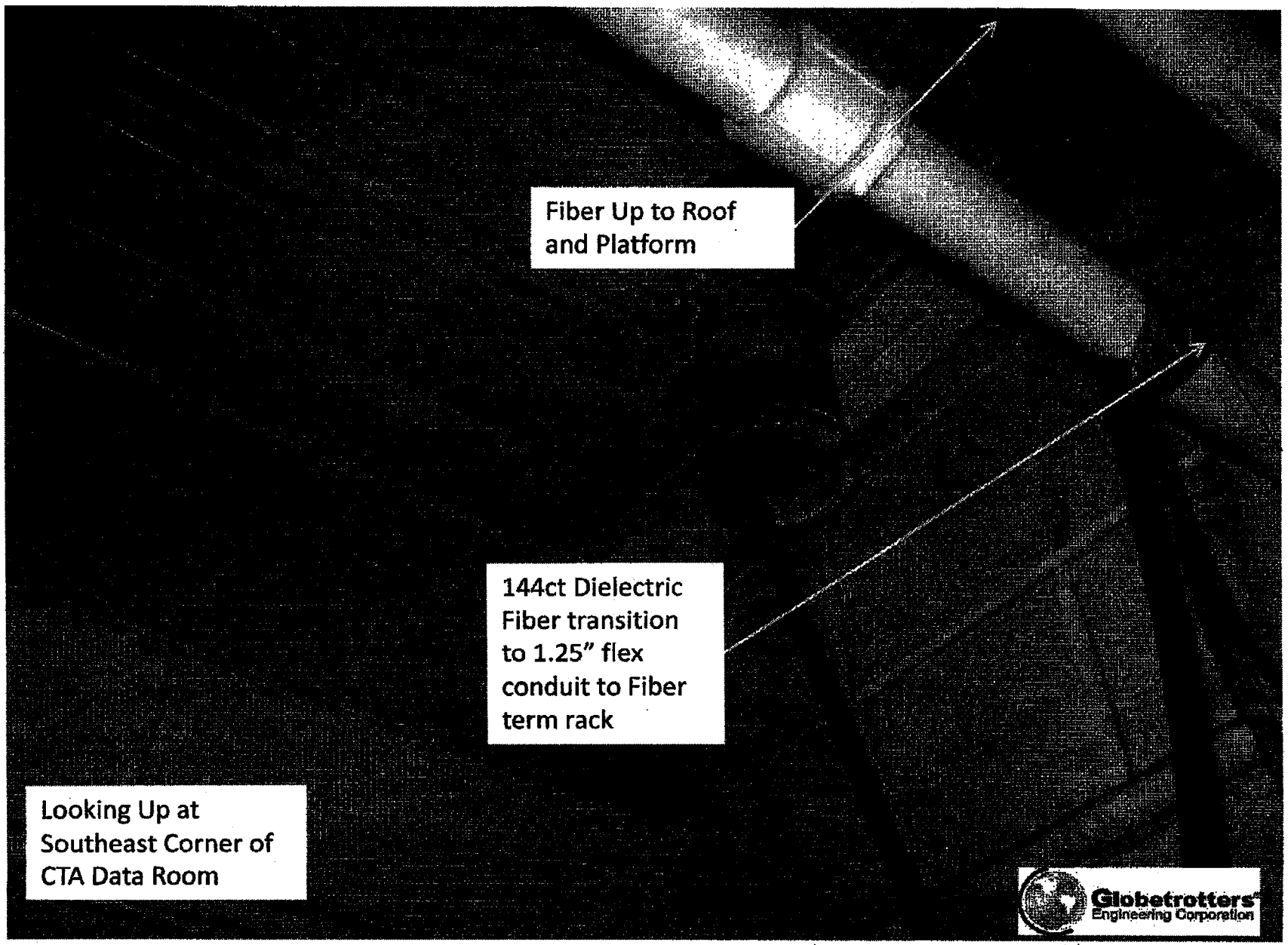
Cook County Provident Hospital to CTA Green Line 51st St Station



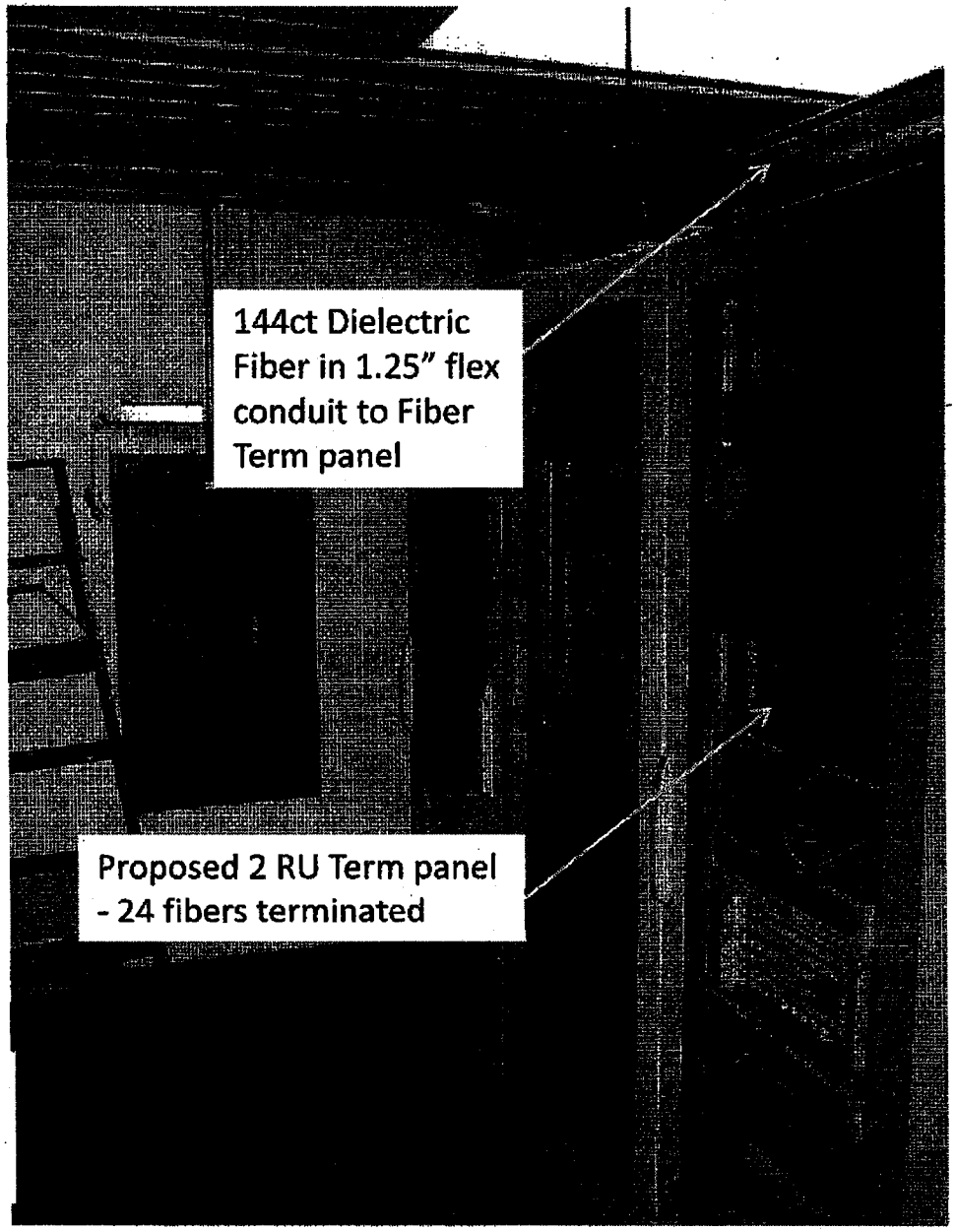
Looking East and down at 51st Station East stairwell to platform

Globetrotters Engineering Corporation

Cook County Provident Hospital to CTA Green Line 51st St Station



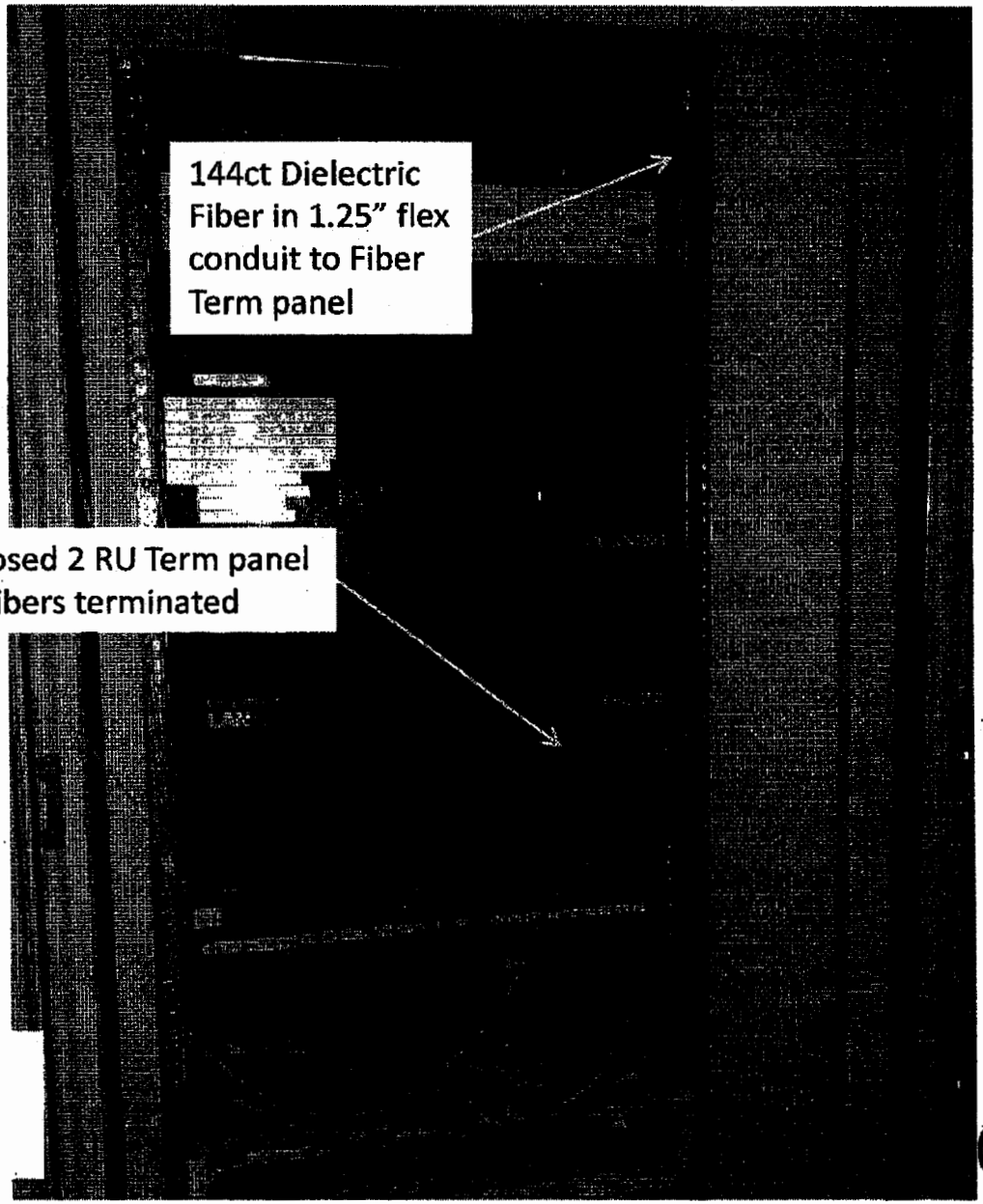
Cook County Provident Hospital to CTA Green Line 51st St Station



Looking East in front of the racks in CTA Data Room

Globetrotters® Engineering Corporation

Cook County Provident Hospital to CTA Green Line 51st St Station



Looking South in front of the racks in CTA Data Room

Globetrotters Engineering Corporation

EXHIBIT B

Cook County BTOP Fiber Optic Network Construction Specifications

COOK COUNTY FIBER PROJECT
PHASE 4
COOK COUNTY PROVIDENT HOSPITAL
(500 E. 51ST ST.)
LATERAL CONSTURCTION TO 51ST CTA STATION

Phase 4

Cook County
Broadband Technologies
Partnership
Fiber Optic Network

Construction Specifications

CONSTRUCTION SPECIFICATIONS

June 20, 2014

LISTING OF SECTIONS

1. SCOPE
2. PERMITS
3. PROTECTION OF THE WORK
4. SUBMITTAL REQUIREMENTS
5. DAILY PROJECT CLEAN UP REQUIREMENTS
6. TESTING, INSPECTION AND ACCEPTANCE
7. TRAFFIC CONTROL
8. UTILITY LOCATIONS AND SUBSURFACE OBSTRUCTIONS
9. SUPERVISION AND SUPERINTENDENTS
10. PROJECT COMMUNICATIONS
11. DRAWINGS
12. MATERIALS
13. CONSTRUCTION SPECIFICATIONS

    13.1 TRENCH INSTALLATION
    13.2 STREET AND ROAD TRENCH INSTALLATION
    13.3 BORE INSTALLATION
    13.4 HANDHOLE/MANHOLE INSTALLATION
    13.5 ROCKSAW INSTALLATION
    13.6 STREAM CROSSINGS
    13.7 CABLE MARKERS
    13.8 FIBER CABLE INSTALLATION
    13.9 CABLE REPAIRS
    13.10 DRAIN OR FARM TILE
    13.11 PLOW INSTALLATION
    13.12 FIBER OPTIC CABLE SPLICING AND TESTING
    13.13 PROTECTION AND RESTORATION OF PROPERTY
    13.14 RIGHT-OF-WAY PROTECTION AND RESTORATION
    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 4.

This project establishes fiber optic connectivity to Cook County Provident Hospital Basement MDF room and shall be installed in accordance with construction documents issued by 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.

The Locations of installation will be:

The Cook County Provident Hospital – 500 E. 51st St.

CTA 51st Street Green Line Station–319 E 51st Street

This project shall include work in the above facilities as well as providing connectivity between them as shown in the project drawings.

Contractor will construct a fiber optic lateral and install a fiber optic cable from the CTA Green Line 51st Street Station to the Provident Hospital Data Center. This work will consist of the following:

Furnish and install conduit and locate wire from the Cook County Provident Hospital @ 450 E. 51st Street to the CTA Green Line Station @ 319 E. 51st Street.

Furnish and install 1-144 Strand Single Mode fiber optic cable from the Cook County Provident Hospital Data Center to the CTA Green Line-51st St. Station – Network room.

All splicing, terminating and testing the fiber.

Resurface all street openings per CDOT Restoration Requirements.

Site restoration and protection of existing trees.

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.

Installation shall include best practices for support of conduit and fiber if not clearly identified on the design plans.

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, contractor will be responsible for testing of said sections from MDF Room (Basement) to each IDF closet. 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-XYY-ZZZ. The letter designation is as follows.

T1 - Discipline: Telecommunications Phase 1

X - Drawing Type:

- G – General Drawing
  - YY = 00 (example: T1-G00-)
- P – Plan Drawing
  - YY – Floor Number (example: T1-P00-, T1-P01-, T1-P02-):
    - 00 – Below Ground Level
    - 01 – First Floor
    - 02 – Second Floor
- D – Detail Drawing
  - YY – Detail Type (T1-DEQ-, T1-DFS-, T1-DSP-):
    - EQ – Equipment Details
    - FS – Fire Stopping Details
    - SP – Splicing Details

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:

MDF-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 µm adapters (Corning cassette part # CCH-CS24-E4-P00TJ) or
c. 12 LC duplex 62.5 µm 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:

Junction Box: NEMA 4, galvanized, painted steel, two-door with hinges and latches. Sized per design.

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 ¼" 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. ¼" 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.

SINGLE MODE (OS2) RIBBON FIBER OPTIC CABLE (Fiber Count per design)::

Corning Part Number xxxECF-14101-20 or approved equivalent (xxx is fiber count)

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)

MULTI MODE 50um (OM3) RIBBON FIBER OPTIC CABLE (Fiber Count per design):

Corning Part Number xxxTCF-14180-20 or approved equivalent (xxx is fiber count)

Mechanical Characteristics:

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

Fiber Core Diameter: 50 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:

8 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: 50/125 Micron Multimode OM3 Laser Enhanced

Attenuation At 850 nm ≤ 2.3 dB / km

Attenuation At 1300 nm ≤ 0.6 dB / km

1 GbE Distance 850 nm 1000 m

1 GbE Distance 1300 nm 600 m

10 GbE Distance 850 nm 300 m

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 manufacturers 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 dynometer 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 typicals 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. 100 Meter Launch jumpers shall be used if taking OTDR readings through bulkheads and connectors. Final test results will be submitted in EXFO 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.

Multi-mode optical fiber Cables shall be tested at 850 and 1300 nm.
Single Mode optical fiber Cables shall be tested at 1310 nm, 1550 nm and 1650 nm.

Testing procedures shall utilize "Method B" – One jumper reference.
Bi-directional power testing of each fiber with link loss in both directions at specified wavelengths must be submitted in EXFO format.
Optical time domain reflectometer (OTDR) testing in each direction at the specified wavelengths. The trace should include the launch jumpers.
Submit OTDR traces for all fibers in each direction at specified wavelengths in EXFO format.
Submit hardcopy and electronic documentation for Cook County approval.

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 Contactor 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-placing 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 placing 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.

Photos of the final work and termination panels are to accompany the final asbuilt record drawings.

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 were 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 (NESC 2012), Chicago Building Code 2012Edition, State codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

a. ANSI/NECA/BICSI-568-2006 – 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–OFSTP-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
h. TIA-526-14A–OFSTP-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.

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EXHIBIT C

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

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

February 4, 2014

SUBJ: Cook County Broadband Technology Opportunities Program (BTOP) Phase 3 Southside Provident Hospital of Cook County Sengstacke Clinic to CTA Station (Green Line)

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 $483,450.00.

This proposal is based on plans from Globetrotters and site walk.

Please note the following assumptions / exclusions.

1. All CDOT and CTA permitting fees are excluded. CTA flagging & inspection fees are included.
2. BEP participation of 35% 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, by Directional Boring, (2) 1-1/4" HDPE & #12 Locate wire from the Cook County Sengstacke Clinic @ 450 E. 51st Street to the CTA Green Line Station @ 319 E. 51st Street.
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 Dielectric Single Mode fiber optic cable from the Cook County Sengstacke Clinic Data Center to the CTA Green Line-51st St. 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

Evidence of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2014

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	NAIC#
INSURER A: QBE Insurance Corp.	39217
INSURER B: Charter Oak Fire Inc. Co	25615
INSURER C: American Guarantee & Liab. Ins.	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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	CGA 0960193 XCU Coverage	06/25/14	06/25/15	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CAP-5807B924	06/25/14	06/25/15	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	AUC-5964478	06/25/14	06/25/15	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	AGC4047777 IL IN WI Self Ins	01/01/14	01/01/16	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E		OTHER Property & Equipment	QT6308758M006-TI	06/25/14	06/25/15	All Risk Value	

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

Project Title: Fiber Construction. RE: Phase IV Contract No: 1430-13756. Cook County Government is named as Additional Insured within the provisions per Section 4.9 within the State of Illinois's Contract #CIC26028B.

CERTIFICATE HOLDER

Cook County Government
118 N. Clark Street, Room 1018
Chicago IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~XXXXXX~~ TO MAIL 30 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

Brian T McManus

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EXHIBIT 4

Cook County Board Authorization

EXHIBIT 5

Cook County Prevailing Wage for June 2014

EXHIBIT 5

Cook County Prevailing Wage for June 2014

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		38.200	38.700	1.5	1.5	2.0	13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	0.000	0.300
GLAZIER		BLD		40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR		BLD		46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500
LATHER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS		ALL		30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON		BLD		40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500
MILLWRIGHT		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
OPERATING ENGINEER		BLD	1	47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	2	45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	3	43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	4	41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	5	50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	6	48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		BLD	7	50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	1	52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	2	50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	4	37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		FLT	5	53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	2	44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	3	42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	4	41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	5	40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	6	48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	7	46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650
PAINTER		ALL		40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER		ALL		43.550	45.550	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780

PLASTERER		BLD		41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		39.700	42.700	1.5	1.5	2.0	8.280	10.06	0.000	0.530
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER		BLD		30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER-> NOT IN EFFECT				37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON		BLD		40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please

check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.
ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and

systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle

Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck

Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrázzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,

operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT 6

Cook County Project Labor Agreement

12-R-277
RESOLUTION

Sponsored by

THE HONORABLE TONI PRECKWINKLE

PRESIDENT OF THE COOK COUNTY BOARD OF COMMISSIONERS

APPROVING MEMORANDUM OF AGREEMENT

WHEREAS, the Illinois Public Employee Labor Relations Act (5 ILCS 315/1 et seq.) has established regulations regarding collective bargaining with a union; and

WHEREAS, the collective bargaining agreement between the Coalition of Unionized Public Employees (COUPE) and the County of Cook for the period of December 1, 2006 through November 30, 2010 has expired; and a Memorandum of Agreement has been entered into between the County of Cook and COUPE to extend the term of the collective bargaining agreement for the period of December 1, 2010 through November 30, 2012; and

WHEREAS, the general increases and wage adjustments associated are prevailing rates and paid pursuant to state statute; and

NOW, THEREFORE, BE IT RESOLVED, that the Cook County Board of Commissioners does hereby approve the Memorandum of Agreement as negotiated between the County of Cook and COUPE provided by the Bureau of Human Resources.

Approved and adopted this 19th day of June 2012.

Toni Preckwinkle

TONI PRECKWINKLE, President
Cook County Board of Commissioners

(SEAL)

David Orr

Attest:
DAVID ORR, County Clerk

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2012

318509

Herman Lasor Copy

MEMORANDUM OF AGREEMENT
Between the
Coalition of Unionized Public Employees (COUPE)
And the
County of Cook

This agreement is made and entered into between the County of Cook (the "County") and the Coalition of Unionized Public Employees ("COUPE") on behalf of COUPE, which consists of eighteen (18) separate and individual bargaining units (collectively referred to herein as the "Parties").

1. The County and COUPE are Parties to an extension of the December 1, 2006 through November 30, 2010 collective bargaining agreement that expired on November 30, 2010.

2. The term of this extension agreement shall be December 1, 2010 through November 30, 2012.

3. The Parties have met for the purpose of negotiating the terms and conditions of an extension agreement to the expired collective bargaining agreement and have reached agreement on the terms of this extension agreement and agree that the Parties' successor agreement will be amended as stated in this extension agreement as follows:

   (a) The Parties agree to amend the Preamble to the collective bargaining agreement and to modify the Parties' successor agreement in accordance with this extension agreement as follows:

   > This collective bargaining agreement is entered into between the County of Cook and the County of Cook/Sheriff of Cook County, hereinafter referred to as the "County" and the "Employer" and the Coalition of Unionized Public Employees (C.O.U.P.E.) hereinafter referred to as "Union," which consists of eighteen (18) separate and individual bargaining units combined here within for the sole purpose of collective bargaining only.

   (b) The Parties agree that the numbering system throughout the Parties' successor agreement will be amended so that each Section is identified with two numbers, i.e. Section 2.1.

   (c) The Parties agree that the order of the bargaining units will be amended in Appendix A of the Parties' successor agreement by listing the units in the agreement in alphabetical order.

   (d) Effective upon approval of this extended agreement, the amended Article IX – Leaves, Section 4. Military Leave provision will be in effect and will also be included in the Parties' successor agreement as follows:

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statutes or Cook County ordinance or resolution.

An employee, who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with federal or state statutes or Cook County policy on military leave.

(e) Effective upon approval of this extension agreement, the amended Article XIII – Miscellaneous, Section 9. Travel Reimbursement provision will be in effect and will also be included in the Parties successor agreement as follows:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the IRS established mileage reimbursement rate in accordance with the Cook County Travel Reimbursement Policy.

(f) The Parties agree that employees in one or more of the individual COUPE bargaining units can be utilized on a second shift subject to the following conditions:

1. The County will provide fourteen (14) days' notice to the affected employee(s) and Union(s).

2. On the second shift, one worker must be designated as a foreman and will be paid a foreman's rate of pay.

3. Any overtime accrued on such additional shifts will be calculated as double-time.

4. Employees will be chosen to work on the second shift in the following order:
    a. Volunteers
    b. Least senior employees

5. Employees chosen to work on the second shift will receive eight (8) hours of pay for seven (7) hours of work or as otherwise provided within the outside collective bargaining agreement for the respective trade, whichever is higher.

6. The County may schedule up to 30% of the employees in each trade for shift work.

7. This provision does not amend or modify any policy, practice or provision relating to additional shifts that is in effect as of September 1, 2011, including, without limitation, any such shifts at the Cook County Health and Hospital System.

(g) The Parties agree that the following two (2) new paragraphs will be added to the existing Article IV- Rates of Pay, Section 2. Acting Up Pay provision and will also be included in the Parties' successor agreement except that the following new paragraphs regarding Acting Up Pay does not and will not apply to any of the individual COUPE trade bargaining units' employees assigned to work in the Cook County Health and Hospitals System.

> An employee covered by the COUPE agreement who is directed to and does perform substantially all of the duties and responsibilities of the higher rated job within the bargaining unit for five (5) continuous days or more shall be paid at the higher rate or classification consistent with his/her own tenure for all such time from the first day of the assignment. The Employer agrees that it will make such assignments for not less than an employee's full work day. Such payment shall be made on the next regular payday or as soon thereafter as it is possible, but in no event later than the pay period following the pay period in which the payment was earned.
>
> The time limits for such individual assignments to higher rated jobs shall be 180 days, except where a regular incumbent is on leave of absence, in which case the time limit may be extended upon mutual agreement of the Parties. If the Employer continues to require the performance of the duties of the higher rated job beyond the time limits herein (or as extended by agreement of the Parties), the Employer will either post and fill the job as a permanent vacancy within thirty (30) calendar days under the terms of this agreement or rotate the assignment to another qualified employee within the department and bargaining unit.

(h) Article V - Seniority, Section 8. Termination of Seniority provision will be amended as follows in this extended agreement and in the Parties' successor

agreement:

> Absence from work because of layoff or any other reason for six (6) months in the case of an employee with less than one (1) year of service and two (2) years in the case of all other employees, except that this provision shall not apply in the case of an employee on approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits.

(i) The Parties agree to eliminate the side letters Additional Shifts (Oak Forest Hospital) and Lay off Procedure in the expired collective bargaining agreement. The side letter Grievance Procedure (Cook County Highway Department) will be incorporated into Article V- Seniority, Section 10. Discipline provision in the Parties' successor agreement and will be applicable to all employees covered by the collective bargaining agreement upon approval of this extension agreement.

4. The Parties agree that throughout this extension agreement, the Cook County Health Plan Design/Appendix C in the expired collective bargaining agreement shall remain in effect for the purposes of maintaining the health care benefits and contribution levels. The terms and conditions of Appendix C will expire with the expiration of this extension agreement.

5. The County will continue to pay prevailing rate to those member unions of COUPE who currently receive prevailing rate. All other non-prevailing rate COUPE member unions shall receive the increases negotiated with the units.

6. Effective upon approval of this extension agreement by the Cook County Board of Commissioners, Cook County agrees to enter into a Multi-Project Labor Agreement (Attached as Exhibit A) with all appropriate labor organizations applicable to all construction, demolition, rehabilitation, renovation or maintenance and construction work. Said agreement shall be included in all Requests for Proposals or Requests for Bids for maintenance, construction or all construction related projects to be executed after County Board approval of this agreement. Said agreement shall expire on November 30, 2012.

COUNTY OF COOK

By: Toni Preckwinkle

Dated: 8/23/12

COALITION OF UNIONIZED PUBLIC EMPLOYEES

By: [signature]

Dated: 5/14/12

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2012

COM

Agreement Between
The Coalition of Unionized Public Employees
And The County of Cook

The County of Cook ("the County") and the labor organization that bargained as a coalition in the negotiations that resulted in the memorandum of agreement effective June 1, 2012 to November 30, 2012, the Coalition of Unionized Public Employees ("COUPE"), hereby agree as follows:

In order to ensure the timely, orderly, and uninterrupted completion of work without labor disputes, and to reduce job site friction, the County and COUPE agree as follows during the term of this Agreement until November 30, 2012:

To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook. Said agreement shall be included in all requests for proposals and/or bids in accordance with County written policy, contracts, or subcontracts by all contractors and subcontractors.

This agreement is subject to approval by the Cook County Board of Commissioners. This agreement shall become effective after said approval. This agreement does not apply to contracts previously awarded, entered into or advertised prior to the effective date of this agreement.

County of Cook

By: Joni Preckwinkle

Date: 8/23/12

COUPE

By: Thomas E. Ryan

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2012

COM

Cook County Board of Commissioners Approval Date: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2012

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EXHIBIT 7

Proposal Execution Forms

INDEX

PROPOSAL EXECUTION FORMS

DESCRIPTION	PAGE
Contractor's Certificate Concerning Labor Standards and Prevailing Wage Requirements	PE-1/1a
Surety's Statement of Qualification for Bonding	PE-2

CONTRACTOR'S
CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Recipient:
County of Cook
118 N. Clark Street
Chicago, IL 60602

Date: August 1, 2014

Project Number: 1430-13756

Project Name: Fiber Optic Construction Services Phase IV

---

1. The undersigned, having executed a Contract with the County of Cook for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standard provisions are included in the aforesaid Contract;

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

   (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]

   (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

_____	Sole Proprietorship
_____	Partnership
X	Corporation
_____	Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Frank J. Lizzadro	CEO	9550 W. 55th St. Ste A, McCook, IL 60525
Frank A. Lizzadro	Vice President	Same as above
Michael K. Knutson	Vice President	Same as above
David A. Leali	Vice President	Same as above
Joe VanGundy III	Vice President	Same as above
John S. Lizzadro, Sr.	Secy' & Treas.	2215 York Rd. Ste 304, Oakbrook, IL 60523

(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

CONTRACTOR: Meade, Inc.

SIGNATURE: _____

DATE: 8/1/14

SURETY'S STATEMENT
OF
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Continental Casualty Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the

bid/contract 1430-13756 (NUMBER) to Meade, Inc. (BIDDER)

The penalty of this bond is to be $ Four Hundred Eighty Three Thousand Four Hundred Fifty and No/100
(TOTAL DOLLAR AMOUNT OF CONTRACT)

Susan K. Landreth
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Susan K. Landreth
(ATTORNEY-IN FACT)

0218 AMB # 20443 NAIC #

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

SURETY CORPORATE SEAL

EXHIBIT 8

Miscellaneous Forms

INDEX

MISCELLANEOUS FORMS

Subject	Page
Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements	MF-1/1a

SUBCONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To (Contractor):

Date: August 1, 2014

Project Number: 1430-13756

Project Name: Fiber Optic Construction Services Phase IV

1. The undersigned, having executed a contract with Meade, Inc.
(Contractor)

for pavement restoration
(Nature of work)

in the amount of $ 23,000.00

in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],

(c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

3. The workmen will report for duty on or above 8/1/14
(date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

____	Sole Proprietorship
____	Partnership
✓	Corporation
____	Other Organization (Describe)

(c) The Name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
FEDERICO	ROJAS	9550 SERGO DR SUITE 100 MCCOOK IL. 60525

SUBCONTRACTOR: METROMEX CONTRACTORS INC.

SIGNATURE: [signature]

DATE: JULY — 16 - 2014

SUBCONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To (Contractor):

Date: August 1, 2014

Project Number: 1430-13756

Project Name: Fiber Optic Construction Services Phase IV

1. The undersigned, having executed a contract with Meade, Inc.
(Contractor)

_____ for Underground construction for the installation of fiber optics
(Nature of work)

_____ in the amount of $146,500.00

in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],

(c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

3. The workmen will report for duty on or above 8/1/14
(date)

SUBCONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To (Contractor):

Date: August 1, 2014

Project Number: 1430-13756

Project Name: Fiber Optic Construction Services Phase IV

1. The undersigned, having executed a contract with Meade, Inc.
(Contractor)

_____ for Underground construction for the installation of fiber optics
(Nature of work)

_____ in the amount of $146,500.00

in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],

(c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

3. The workmen will report for duty on or above 8/1/14
(date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

Taylor Electric Company, Inc
7811 S Stony Island Ave
Chicago, IL 60649

(b) The undersigned is (check one):

_____	Sole Proprietorship
_____	Partnership
X	Corporation
_____	Other Organization (Describe)

(c) The Name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Martha Taylor	President	4926 S Cornell Ave Unit B, Chicago, IL 60615
Bryan Taylor	Vice President	7308 S Ridgeland Ave, Chicago, IL 60649

SUBCONTRACTOR: Taylor Electric Company, Inc

SIGNATURE: _____

DATE: August 1, 2014

BOND NO. 929597166

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Meade, Inc.

as principal, Continental Casualty Company

333 S. Wabash Avenue, Chicago, IL 60604 as surety, are held and firmly bound unto The County of Cook in the penal sum of Four Hundred Eighty Three Thousand Four Hundred Fifty and No/100 -- Dollars ($ 483,450.00), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed sealed, and delivered this 1st day of August, 20 14.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden principal entered into a certain contract with The County of Cook, Bearing date the 1st day of August, 20 14, for Fiber Optic Construction Services Phase IV / Contract No. 1430-13756

It is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered in favor of any person not a party to said contract against The County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

Meade, Inc.
PRINCIPAL/CONTRACTOR SEAL

By: _____ _____
Vice PRESIDENT Ass't Corp. SECRETARY

Continental Casualty Company
SURETY SEAL

By: _____ 02128 20443
SURETY/ATTORNEY-IN-FACT AMB# NAIC#
(ATTACH POWER OF ATTORNEY)
Susan K. Landreth

Approved as to form:

By: _____
ASSISTANT STATE'S ATTORNEY

MF-2

FEDERALLY-FUNDED PW3.12

State of **ILLINOIS** } ss:

County of **Cook**

On August 1, 2014 , before me, a Notary Public to and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Susan K. Landreth**

known to me to be Attorney-in-Fact of **Continental Casualty Company**
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and be duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/15/2015

Ila Delman
Notary Public

"OFFICIAL SEAL"
ILA DELMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 15, 2015

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Susan K. Landreth , Individually

of Chicago, IL their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 929597166
Principal: Meade, Inc.
Obligee: Cook County Bureau of Technology

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of May, 2012.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of May, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2015

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of August, 2014.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

Form F6853-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

Attachment 1

State of Illinois Contract

STATE OF ILLINOIS
CONTRACT APPROVAL SHEET

Request ID:	11-000000060280	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	CIC260280A	$16,000,000.00
Custom Underground Inc.	No		
American Directional Boring, Inc.	Yes	CIC260280C	$16,000,000.00
Meade	Yes	CIC260280B	$16,000,000.00
Laesch Electric, Inc.	No		
Western Utility Contractors, Inc.	No		
Hoerr Construction, Inc.	No		
LTS Managed Technical Services	Yes	CIC260280E	$16,000,000.00
John Burns Construction	Yes	CIC260280D	$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

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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:	11-000000060280		
Agency:	CMS-Central Management Services	Relevant Category:	Telecom
Requester:	Brian Bertrand	Contract Type:	Master Contract
Proc. Approach:	RFP	Initial Term:	07/01/2011 thru 06/30/2015
Master Contract:		Initial Est. Value:	$ 80,000,000.00
Project Title:	ARRA Fiber Project - Fiber Construction RFP	Total Award Value:	$ 80,000,000.00

Reviewed by (Title)*	SIGNATURE	DATE
Reviewed by (Title)*	SIGNATURE	DATE
CMS Legal* /BCCS KM3	SIGNATURE	10.26.2011 DATE
CMS Portfolio Manager or Designee*	SIGNATURE	10/31/11 DATE
Paul Romiti Agency Chief Fiscal Officer**	SIGNATURE	10/31/11 DATE
Nadine Lacombe Chief Legal Counsel**	SIGNATURE	11.4.2011 DATE
Malcolm Weems Agency Head**	SIGNATURE	11/4/11 DATE

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

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
Printed Name Michael K. Knutson
Title Vice President Date 9/29/11
Address 9550 W. 55th Street, Suite A
McCook, IL 60525
Phone 708-588-2594 Fax 708-588-2501
E-mail mikk@meade100.com

STATE OF ILLINOIS
(Procuring Agency Name) Central Management Services
Official Signature
Printed Name Malcolm Weems
Title Acting Director Date 11/4/11
Designee Signature
Printed Name
Title
Address
Phone Fax
E-mail

CHIEF PROCUREMENT OFFICER

Official Signature
Printed Name
Title State Purchasing Officer Date 11/16/11
Address

Designee Signature
Printed Name
Title Date

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
PBC# 11-60280	Project Title: Fiber Construction	
Contract #: CIC 2160288	Procurement Method (ITB, RFP, Small, etc): RFP	
IPB Ref. #: 22021557	IPB Publication Date: 04-29-11	Award Code: A
Subcontractor Utilization? ☒ Yes ☐ No	Subcontractor Disclosure? ☒ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. TERM AND TERMINATION

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 is 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 recepient 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 preformance 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 Batavia, IL 60510 — Description of work: Construction Services

Subcontractor Name: Taylor Electric Company — Amount to be paid: TBD
Address 7811 S. Stony Island Ave. Chicago IL 60649 — 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 (IBOP) 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 performances 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. Venders 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	$9.80
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 pigtails 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 makers 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	$19.00
	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	$14.55
4 inch sweep	1	$59.75
Fiber Cable Warning Tape	1 ft.	$0.15
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, unitube 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	$390.00
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%

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	$900.00
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.

Every 24 months, Vendor may request, in writing to the CMS Chief Operating Officer for the Bureau of Communications and Computer Services a rate increase for materials and/or labor. The allowable increase for materials will be based on an increase in the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for materials. The allowable increase for labor rates will be based on increases to the U.S. Department of Labor and State of Illinois prevailing wages. CMS may also consider increases in vendor labor contracts provided by the Vendor.

In the event Vendor requests a rate increase, CMS and Vendor will consider changes in the CPI-U, prevailing wage and/or labor contracts for the two year period immediately preceding the request. Vendor's initial request for review will not be considered by CMS unless such request is made at least 24 months following contract execution. Any subsequent requests for review will not be considered by CMS unless such request is made at least 24 months following the date of Vendor's last written request. Rates for work/orders already in process shall not be affected by the rate change.

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, site technician 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 it 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, (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 45) 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/iitaa. (30 ILCS 587)

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:
Thursday, September 29, 2011

Certificate produced on Thursday, September 29, 2011 at 11:21 AM

Registered Business

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: Meade, 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 $106,447.20?
☐ 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: 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 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: 7.38 . 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 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 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: 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 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 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: 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 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 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 ☒

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor ($177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☒ No Conflicts Of Interest
☐ Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☒
Professional licensure discipline	Yes ☐	No ☒
Bankruptcies	Yes ☐	No ☒
Adverse civil judgments and administrative findings	Yes ☐	No ☒
Criminal felony convictions	Yes ☐	No ☒

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

(2) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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.

Illinois State Tollway Highway Authority RFP 08-001 Traffic & Safety Monitoring & Management
Central management Services – Fiber Project Construction Bid Packages

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 50/50-13 and 50/50-35(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: 9/29/11

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- ☐ Definitions
- ☒ Required Federal Clauses, Certifications and Assurances
- ☒ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☒ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)
- ☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- ☒ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☒ CMS Standard Documents for Construction

7.2 Vendor Supplemental Provisions

- ☐ _____

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: Meade, Inc.

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 27-4060761

Legal Status (*check one*):

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

Signature: _____ **Date:** 9/29/11

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer container.

Meade Inc. (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for CMS. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c).

Meade Inc. (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: Michael K. Knutson

Title: Vice President

Telephone: (708) 588-2500 extension _____

Email: mkk@meade100.com

We submit one (1) of the following statements:

☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.

☒ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of 20 % through subcontracting.

☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

Section 1
Utilization of Certified Vendors

Please submit a separate Section 1 for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:
Gaffney's PMI
1890 Suncast Ln.
Batavia, IL 60510

At the time of submission, the above certified vendor is:

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)
MBE Certification with the Chicago Minority Supplier Development Council (Cert. #CH2834)

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Vendor will perform Plowing of direct buried armored fiber optic cable.

3) The total estimated cost to the state for this contract is $ 1,301,250.65 . The portion of the contract which will be subcontracted to this certified vendor is $ 125,000 , or 9.6 % of the total cost of the contract.

4) A notarized signed letter of intent between Meade Inc. (the Vendor) and Gaffney's PMI (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between Meade Inc. and Gaffney's PMI is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited Gaffney's PMI (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.
Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name Fiber Optic Overside Plant Construction Project/Solicitation Number: 11-60280

Name of Prime Vendor: Meade Inc.
Address: 9550 W. 55th St. Suite A (Street) McCook (City) IL (State) 60525 (Zip Code)
Telephone: (708) 588-2500 Fax: (708) 588-2501 Email: mkk@meade100.com

Name of Certified Vendor: Gaffney's Protective Maintenance, Inc.
Address: 1890 Suncast Lane (Street) Batavia (City) IL (State) 60510 (Zip Code)
Telephone: (630) 761-5000 Fax: (630) 761-4926 Email: d.barlow@gaffneyspmi.net

Type of agreement: ☒ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☒ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount $_____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:
Directional boring, trench excavation, cable plowing, cable placement, conduit placement

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.
MBE Certified though the Chicago Minority Supplier Development Council
DBE Certified through Metra's Office of DBE Administration

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Meade Inc.
Signature
Michael K. Knutson
Printed Name
Title: Vice President Date: 5/16/11

Subscribed and sworn before me this
16th day of May, 2011.
Notary Public
My Commission expires: 5/15/14

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/15/14

Certified Vendor (Company Name and D/B/A):

Gaffney's Protective Maintenance, Inc.
Signature
Dwayne K. Barlow
Printed Name
Title: President Date: 5/12/11

Subscribed and sworn before me this
12th day of May, 2011.
Notary Public
My Commission expires: 1/10/12

OFFICIAL SEAL
MICHAEL A CAPOZZIELLO
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:01/10/12

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:
Taylor Electric Company
7811 S. Stony Island
Chicago, IL 60649

At the time of submission, the above certified vendor is:

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)
Illinois Department of Transportation

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Material Supplier and labor subcontractor for trenching, boring, and plowing cable, duct, and conduit

3) The total estimated cost to the state for this contract is $ 1,301,250.65 . The portion of the contract which will be subcontracted to this certified vendor is $ 50,000 , or 3.8 % of the total cost of the contract.

4) A notarized signed letter of intent between Meade Inc. (the Vendor) and Taylor Electric Company (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between Meade Inc. and Taylor Electric Company is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited Taylor Electric Company (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.
Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name: Fiber Optic Outside Plant Construction Project/Solicitation Number: 11-60280

Name of Prime Vendor: Meade Inc.
Address: 9550 W. 55th St. Suite A (Street) McCook (City) IL (State) 60525 (Zip Code)

Telephone: (708) 588-2500 Fax: (708) 588-2501 Email: mkk@meade100.com

Name of Certified Vendor: Taylor Electric Company
Address: 7811 S Stony Island Ave (Street) Chicago (City) IL (State) 60649 (Zip Code)

Telephone: (773) 346-3658 Fax: (773) 346-3659 Email: mtaylor@taylorelectricco.com

Type of agreement: ☐ Services ☐ Supplies ☒ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount $_____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:
Material Supplier and labor Subcontractor for trenching, boring, and plowing cable, duct, and conduit

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise
Illinois Department of Transportation

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):
Meade Inc.
Signature
Michael K. Knutson
Printed Name
Title: Vice President Date: 4/15/11

Subscribed and sworn before me this
15th day of April, 2011.
Notary Public
My Commission expires: 5/5/14

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/05/14

Certified Vendor (Company Name and D/B/A):
Taylor Electric Company
Signature
Martha Taylor
Printed Name
Title: President Date: 4.18.11

Subscribed and sworn before me this
18th day of April, 2011.
Notary Public
My Commission Expires: 6/8/11

OFFICIAL SEAL
KENDRA DINKINS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-8-2011

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:
Construction CAD Solutions
701 Executive Drive
Willowbrook, IL 60527

At the time of submission, the above certified vendor is:

☒ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Directional boring, trench excavation, cable plowing, and cable and conduit placement

3) The total estimated cost to the state for this contract is $ 1,301,250.65 . The portion of the contract which will be subcontracted to this certified vendor is $ 75,000 , or 5.8 % of the total cost of the contract.

4) A notarized signed letter of intent between Meade Inc. (the Vendor) and Construction CAD Solutions (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between Meade Inc. and Construction CAD Solutions is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited Construction CAD Solutions. (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.
Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name: Fiber Optic Outside Plant Construction Project/Solicitation Number: 11-60280

Name of Prime Vendor: Meade Inc
Address: 9550 W. 55th St. Suite A (Street) McCook (City) IL (State) 60525 (Zip Code)
Telephone: (708) 588-2500 Fax: (708) 588-2501 Email: mkk@meade100.com

Name of Certified Vendor: Construction CAD Solutions
Address: 701 Executive Drive (Street) Willowbrook (City) IL (State) 60527 (Zip Code)
Telephone: (708-216-9972 Fax: (708-216-9980 Email: willw@concadinc.com

Type of agreement: ☑ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount $_____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:
Directional boring, trench excavation, cable plowing, and cable and conduit placement

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.
CMS

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Meade Inc
Signature
Michael K. Knutson
Printed Name
Title: Vice President Date: 5/16/11

Subscribed and sworn before me this 16th day of May, 2011
Notary Public
My Commission expires: 5/16/14

"OFFICIAL SEAL"
JOAN T. MISELLI
Notary Public, State of Illinois
My Commission Expires 05/16/14

Certified Vendor (Company Name and D/B/A):

Construction CAD Solutions
Signature
Will Watkins
Printed Name
Title: Vice President Date: 5-12-11

Subscribed and sworn before me this 12th day of May, 2011
Notary Public
My Commission expires: 04/24/12

"OFFICIAL SEAL"
Brian E. Rummel
Notary Public, State of Illinois
DuPage County
My Commission Expires April 24, 2012

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

1) The proposed certified vendor's company name, address and phone number:
Industrial Fence Inc.
1300 S. Kilbourn Ave.
Chicago, IL 60623

At the time of submission, the above certified vendor is:

☐ Certified with the CMS Business Enterprise Program (BEP)

☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)

☒ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:
Fence, gate and bollard supply and installation

3) The total estimated cost to the state for this contract is $ 1,301,250.65 . The portion of the contract which will be subcontracted to this certified vendor is $ 15,000 , or 1.1 % of the total cost of the contract.

4) A notarized signed letter of intent between Meade Inc. (the Vendor) and Industrial Fence Inc. (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

5) A joint venture agreement is not required, as the arrangement between Meade Inc. and Industrial Fence Inc. is that of contractor/sub-contractor and not a joint venture.
or,
A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

6) The Vendor has not prohibited or otherwise limited Industrial Fence Inc. (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.
Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name: Fiber Optic Outside Plant Construction Project/Solicitation Number: 11-60280

Name of Prime Vendor: Meade Inc.
Address: 9550 W. 55th St. Suite A (Street) McCook (City) IL (State) 60525 (Zip Code)

Telephone: (708) 588-2500 Fax: (708) 588-2501 Email: mkk@meade100.com

Name of Certified Vendor: INDUSTRIAL FENCE INC
Address: 1300 S. KILBOURN AVE (Street) CHICAGO (City) IL (State) 60623 (Zip Code)
Telephone: (773) 521-9900 Fax: (773) 521-9904 Email: tony.silva@ifi-group.com

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☒ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount $_____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:
Installation of chain link fence & gate, bollard

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Meade Inc.
Signature
Michael K. Knutson
Printed Name
Title: Vice President Date: 4/13/11

Subscribed and sworn before me this 5th day of April, 20 11
Notary Public
My Commission expires: 5/15/14

"OFFICIAL SEAL"
JOHN L. MANELLI
Notary Public, State of Illinois
My Commission Expires 05/15/14

Certified Vendor (Company Name and D/B/A):

Industrial Fence Inc.
Signature
Miguel A. Saltyeral
Printed Name
Title: President Date: 5-19-11

Subscribed and sworn before me this 19 day of May, 20 11
Notary Public
My Commission expires: 8/25/2012

"OFFICIAL SEAL"
Nicol Villasenor
Notary Public, State of Illinois
My Commission Expires 8/25/2012

FEDERAL FUNDING CERTIFICATIONS AND ASSURANCES:

1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):
   As required by OMB, Vendor certifies that it:
   (a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
   (b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
   (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
   (d) Will initiate and complete the work within the applicable time frame.
   (e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
      i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
      ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
      iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
      iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
      v. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
      vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
      vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
      viii. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
      ix. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
   (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
      i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
      ii. Notification of violating facilities pursuant to Executive Order 11738;
      iii. Protection of wetlands pursuant to Executive Order 11990;
      iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

(g) Will comply with all other federal statutes applicable to the project, including but not limited to:
i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
v. Executive Order 11593, which relates to identification and protection of historic properties;
vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:
Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of $25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:
Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered

federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than $100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:
Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:
The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:
To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:
Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:
Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.

9. Procurement Compliance Certification:
Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:
Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:
In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:
Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:
The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:
Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

ARRA REQUIREMENTS: Procurements under this contract might be made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. As such, to the extent procurements are being made with ARRA funds, in addition to any other applicable federal laws, this contract is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

(a) **REVISIONS TO REQUIREMENTS**

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Vendor will be provided these details as they become available. Vendor acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds. Vendor agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument.

(b) **CONFLICTING REQUIREMENTS**

Vendor agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

(c) **FALSE CLAIMS ACT**

Vendor agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(d) **ENFORCEABILITY**

Vendor agrees that if Vendor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(e) **SEPARATE TRACKING AND REPORTING OF ARRA FUNDS**

Vendor agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA. No ARRA funds may be used for a purpose other than that of making payments for costs allowable under the ARRA.

(f) **SECTION 902, ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE**

Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

1) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

2) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

(g) **SECTION 1512, REPORTS ON USE OF FUNDS**
Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Vendor agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Vendor shall submit a report to the State that contains:

1) The total amount of ARRA funds received by Vendor during the quarterly reporting period;

2) The amount of ARRA funds that were expended or obligated by Vendor during the quarterly reporting period;

3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
   a. the name of the project or activity;
   b. a description of the project or activity;
   c. an evaluation of the completion status of the project or activity;
   d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
   e. names and total compensation of each of the five most highly compensated officers of the Vendor for the calendar year in which the contract is awarded if—
      i. In the Vendor's preceding fiscal year, the Vendor received—
         (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
         (b) $25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements .

4) For any subcontracts equal to or greater than $25,000:
   a. The name of the entity/subcontractor receiving the subaward;
   b. The amount of the subaward;
   c. The transaction type;
   d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
   e. Federal program source;
   f. An award title descriptive of the purpose of each funding action;
   g. The location of the entity receiving the subaward;

h. The primary performance location of the subaward, including the city, state, congressional district, and country;
i. A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and
j. The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) $25M or more in annual gross revenue from federal awards.

5) For any subcontracts of less than $25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Vendor that the information contained in the report is accurate.

6) Any other information reasonably requested by the State or required by state or federal law or regulation.

(h) **SECTION 1515(a), ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES**
The Vendor is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Vendor, its subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.

(i) **SECTION 1553, PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS**
Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:
1) gross mismanagement of a contract or grant relating to federal funds;
2) a gross waste of federal funds;
3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
4) an abuse of authority related to the implementation or use of federal funds; or
5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).

The Vendor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Vendor shall include the substance of this clause, including this paragraph, in all subcontracts.

(j) **SECTION 1604, PROHIBITION ON USE OF FUNDS**
Vendor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.

(k) **SECTION 1605, BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS**
Vendor agrees that, in accordance with ARRA Section 1605, neither the Vendor nor its subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in

the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.

(l) **SECTION 1606, WAGE REQUIREMENTS**

Vendor agrees that, in accordance with ARRA Section 1606, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at: http://www.gpo.gov/davisbacon/il.html.

(m) **DBE REQUIREMENTS**

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Vendor shall comply with the State of Illinois' Business Enterprise Program ("BEP") http://www.sell2.illinois.gov/bep/Business_Enterprise.htm. In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

(n) **RECORDS RETENTION**

The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

(o) **SUBCONTRACTOR REQUIREMENTS**

Vendor agrees that it shall include these standard ARRA terms and conditions, including this requirement, in any of its subcontracts that are funded in whole or in part with ARRA funds.

Illinois Department of Central Management Services

Standard Documents for Construction

August 2011

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PREFACE

The Standard Documents for Construction (SDC) apply to all Illinois Department of Central Management Services (CMS) fiber construction projects. This document is based directly on the Illinois Capital Development Board's (CDB) SDC dated March 2009. CMS has modified the CDB's SDC to include only those provisions applicable to the CMS fiber construction projects. For consistency and easy reference, CMS has retained the CDB Article numbers and simply identified CDB Articles that are not applicable.

DEFINITIONS

Quote Package – the quote package consists of the documents specific to a particular fiber segment necessary for the Contractor to develop and submit a firm quote and a construction project schedule.

Construction Package – the construction package consists of the documents specific to a particular fiber segment necessary for construction to commence. The construction package contains the final drawing and specifications necessary for construction.

Specifications – the narrative that provides the scope and technical specifications for each Quote Package.

00 21 00 INSTRUCTIONS TO CONTRACTORS

This section has been deleted.

00 25 00 PRE-BID MEETINGS

This section has been deleted.

00 41 00 BIDDING DOCUMENTS

This section has been deleted.

00 43 00 SUPPLEMENTAL BIDDING DOCUMENTS

This section has been deleted.

00 43 22 UNIT PRICE ITEMS

.1 **Definition.** A unit price is a fixed price for a specified unit of work. The fixed unit price includes overhead and profit.

.2 **Component of the base quote.**

A. The unit price work may be a component of the base quote. The bidder shall multiply the unit quote price times the specified quantity and enter the extension, in figures, in the column provided in the quote form. In case of a conflict between the unit price and the extension, the unit quote price shall govern and the base quote will be corrected.

B. The acceptance of base quote unit prices shall be a condition of order award. Quotes will be rejected if the unit prices are not acceptable.

C. Quantities specified in the quote form, although approximate, are included in the base or alternate quote. Payment to the Contractor will be made only for the actual work performed and accepted or materials furnished in accord with the contract. CMS may at any time, without invalidating the order, increase, decrease, or omit any of the unit price items in accord with specified change order procedures.

D. Increased quantities will be paid for at the accepted unit quote price by change order.

E. Decreased or omitted quantities will be deducted from the order sum at the accepted unit quote price by change order.

F. No payment will be made for any anticipated change in profit resulting from a change in the specified quantities.

.3 **Separate Unit Prices.**

A. Unit prices may be a separate component outside the base quote. In these cases the Contractor shall provide all requested unit prices as a condition of the quote.

B. CMS reserves the right to accept or reject any or all unit prices. The award of the base quote is not conditional upon the acceptance of unit prices outside the base quote. CMS also reserves the right to negotiate these unit prices prior to order.

C. Unit prices not specifically incorporated into the order shall not be binding upon CMS or the Contractor.

D. CMS may request additive and deductive unit prices for the same item of work.

.4 **Change Orders Required.** The acceptance of unit prices by CMS does not alter the change order process. The Contractor may not increase, decrease or omit work units without a properly executed change order.

00 43 23 ALTERNATE BIDS

This section has been deleted.

00 43 25 PRODUCT SUBSTITUTIONS

.1 **Specified Materials and Equipment.** All quotes shall be based on providing all products exactly as required by the Quote Package. Contractors may select only a named product and manufacturer. For products specified only by reference or performance standards, select any product which meets or exceeds the specified standards, by any manufacturer, subject to the A/E's approval.

.2 **Sole Source Material and Equipment.** CMS reserves the right to sole-source a supplier, manufacturer or subcontractor. This proprietary source will be clearly identified as the sole source in the quote package. Contractors shall include this item in their base or alternate quotes. If the Contractor identifies other items that are "de facto" proprietary by the nature of the specifications, the contractor is required to notify CMS and the A/E immediately upon discovery. Refer to Paragraph 00 21 10.2.

.3 **Addenda Preferred.** It is preferred that requests for substitutions be submitted prior to the quote. Such requests should be received at least seven calendar days prior to quote due date and include a complete description of the desired change including any technical data and references for the A/E's evaluation. The A/E will include the modification by addendum if a request is approved. Such requests are to be sent to the CMS Project Manager for the project.

.4 **Substitutions.** A contractor may propose substitutions with a quote by advising CMS in writing of the substitution. CMS and the A/E will review the product substitutions proposed by the low contractor prior to award of order. Accepted substitutions will be so stated in the order. Substitutions not approved prior to the quote shall not be accepted if acceptance increases the amount of the order.

.5 **CMS Rights.** CMS reserves the right to reject any proposed substitution.

.6 **Low Bid Proposal.** Only proposed substitutions of the lowest responsible contractor will be considered. Proposed substitutions shall not be a consideration in the determination of the lowest responsible contractor for order award.

.7 **Review.** The A/E will review the product substitutions proposed by the low contractor and make a recommendation to CMS prior to award of the order.

.8 **CMS's Determination.** CMS shall consider the A/E's recommendations, as well as its own independent review of the substitution, and make a final determination.

00 43 38 MINORITY AND FEMALE WORKFORCE PARTICIPATION

This section has been deleted.

00 45 00 CERTIFICATIONS OF COMPLIANCE WITH APPLICABLE LAWS

This section has been deleted

00 51 00 BID OPENING AND AWARD

This section has been deleted.

00 51 40 POST AWARD REQUIREMENTS

.1 **Contractor's Duty to Comply.** The Contractor may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. CMS shall issue Authorization to Proceed upon successful completion of these post award requirements.

.2 **Submittals.** Within fifteen (15) calendar days from the date of the Contractor's receipt of the fully executed Basic Ordering Agreement ("BOA") the Contractor shall furnish, the following:

A. Performance Bond that includes constructions services and materials (see attached form);
B. Labor and Material Payment Bond (see attached form);
C. Certificates of Insurance;
D. Builder's Risk Insurance Policy (if applicable);
E. USDOL Apprenticeship and Training Certification for contractor and all subcontractors; and
F. Completed substance Abuse Prevention Certification form and Contractor's substance abuse plan (see attached form).

.3 **Delays.** Any delays to the commencement of the work due to the Contractor's failure to meet the post award requirements shall be the responsibility of the Contractor and its surety. Contractor and its surety shall be responsible for the costs of any such delays.

00 51 45MBE/FBE BUSINESSES CERTIFICATION, POST AWARD

This section has been deleted.

00 55 00 AUTHORIZATION TO PROCEED

Commencement of Work. CMS shall issue an Authorization to Proceed with the work upon receipt and acceptance of all post award requirements. The Contractor is not authorized to start work prior to issuance of an authorization to proceed.

00 70 00 CONDITIONS OF THE CONTRACT

00 71 00 DEFINITIONS

.1 **Contract Documents** include:

A. CMS Contract
B. Standard Document for Construction ("SDC")
C. Quote Package
D. Construction Package
E. Specifications
F. Specified Insurance
G. Performance Bond
H. Labor & Material Payment Bond
I. Approved Change Orders

.2 **Architect Engineer (A/E).** The A/E is the professional design firm that prepares the contract documents under contract to CMS. CMS may use staff to prepare the contract documents for certain projects and will act as the A/E.

.3 **Contractor.** The Contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with CMS.

.4 **Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, joint venture or other entity, other than the Contractor, who furnishes any goods or services of any kind under a subcontract entered into with CMS's prime contractors. This legal definition shall govern in general but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that includes on-site installation labor. Suppliers are business entities that furnish only goods produced off-site which will be incorporated into the work by others. The clause on change orders and other clauses and documents make such a distinction.

.5 **Fabricator.** A fabricator is a party that assembles specified material and equipment off-site for a non-standard manufactured product to be incorporated into the work.

.6 **Work.** The work comprises the complete construction required by the contract documents and includes all necessary labor to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

.7 **Change Order.** A change order is a written change in a contract term other than as specifically provided for in the contract which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time of completion.

.8 **Provide.** Unless otherwise defined by the contract documents, provide means to furnish and install.

.9 **Quote Package.** The quote package consists of the documents specific to a particular fiber segment necessary for the Contractor to develop and submit a firm quote and a construction project schedule.

.10 **Construction Package.** The construction package consists of the documents specific to a particular fiber segment necessary for construction to commence. The construction package contains the final drawing and specifications necessary for construction.

.11 **Specifications.** The narrative that provides the scope and technical specifications for each Quote Package.

00 72 00 GENERAL CONDITIONS

00 72 05 RELATIONSHIP TO STANDARD DOCUMENTS FOR CONSTRUCTION .

The following requirements are supplementary general conditions that apply to all contracts. The quote package may contain provisions applicable to the project which shall define the overall work requirements.

00 72 10 TIME

.1 **Time is of the Essence.** The Contractor, recognizing that time is of the essence, shall perform the work in such manner and with such sufficient equipment and forces to complete the work by the date specified in the order documents.

.2 **Cost of A/E Services.** The Contractor shall reimburse CMS for all additional costs of A/E services resulting from Contractor's failure to satisfactorily complete the work within the order time.

.3 **Excusable Delays.** Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or of its subcontractors or suppliers. This includes but is not restricted to the following:

A. Acts of God.
B. Acts of CMS or the A/E.
C. Acts of other contractors in the performance of a contract with CMS, except when such other contracts are assigned to the Contractor.
D. Fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather or other perils causing damage to the project.

.4 **Written Requests.** Request for an extension of time will not be considered unless made in writing to the A/E within thirty (30) calendar days after the cause of delay. Only one request is necessary in the case of a continuing cause of delay. Extensions of the contract time may be made by CMS during performance of the work. The grant of an extension of time to the Contractor shall not impair or prejudice the rights of CMS hereunder.

.5 **Approval Authority.** Changes in contract time are subject to approval at or above the CMS Project Manager.

.6 **No Compensation for Delay.** The Contractor shall not be entitled to payment or compensation of any kind from CMS for any alleged damages, costs or expenses whatsoever. This includes but is not limited to costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. The Contractor shall not be entitled to recover from CMS and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the work or any portion thereof, the extension of contract time granted herein being the Contractor's sole and exclusive remedy.

00 72 15 CONTRACT DOCUMENTS

.1 **Construction Documents.** The Contractor shall not perform any work without documents bearing Architect/Engineer's signed and dated "Issued for Construction" stamp. Each Contractor will receive construction documents electronically from CMS. The Contractor will be responsible for printing costs associated with these documents.

.2 **Contract Requirements.** The contract documents are complementary and what is required by any one shall be binding as if required by all. A construction package will consist of drawings and specifications that will govern the construction activity. Specifications shall generally govern quality of materials and workmanship. Drawings shall generally govern dimensions, details and location of the work. It is not intended to mention every item of work in the construction package which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the construction package. When an item appears in either the Specifications or the drawings, but not both, it shall not be considered to be an ambiguity or in consistency. In the event that an item in the specifications is inconsistent with the same item in drawings, the contractor shall provide whichever is the more stringent or the most favorable to the State, as determined by CMS.

.3 **Interpretations and Clarification.** All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the A/E, who will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of CMS.

00 72 20 ASSIGNMENT OF CMS CONTRACTS

This section has been deleted.

00 72 25 CMS- RIGHTS AND RESPONSIBILITIES

.1 Authorized Representatives of CMS.

A. CMS will designate a Project Manager for each project to administer the contracts.

B. CMS has the right to designate authorized representatives, including the Architect/Engineer, to act on its behalf. Such authority shall be limited as specified herein, specified in the construction package or as provided in writing. CMS and its representatives shall at all times have access to the work.

C. CMS may issue orders and directions to the Contractor through the Architect/Engineer.

.2 Right to Reject or Stop the Work.

A. CMS may reject work which does not conform to the order documents. CMS may order the Contractor to stop work, or any portion thereof, until the cause for such order has been eliminated if the Contractor fails to correct defective work or fails to supply labor, materials or equipment in accordance with the order.

B. CMS may order the Contractor(s) to stop work due to emergencies. Contractors shall immediately cease work until the emergency no longer exists.

.3 Right to Carry Out the Work.

A. CMS may make good such deficiencies after giving written notice to the Contractor and its surety if the Contractor neglects or fails to carry out the work in accordance with the contract and/or order or fails to perform any portion of the contract and/or order. This shall be without prejudice to any other remedy CMS may have. Within 21 calendar days of the notice, CMS and the surety will jointly select a contractor to perform the work. Should CMS and the surety be unable to agree on a contractor, then CMS may select a contractor. CMS may deduct from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, but not limited to, the cost of additional Architect/Engineering services made necessary by such neglect or failure. The Contractor and its surety shall be liable in such amount to CMS if the payments then or thereafter due the Contractor are not sufficient to cover such amount. Refer to Paragraph 01 29 76.10, Payment Set Off. Contractor and its surety shall remit such amount to CMS within 30 days.

B. In case of emergencies (as determined by CMS) involving public health or public safety or to protect against further loss or damage to state property or to prevent or minimize serious disruption of state services or to insure the integrity of state records, CMS may cause such work to be performed without prior notice to the Contractor or its surety.

.4 Right to Terminate the Contract and/or Order.

A. CMS may terminate the Contractor's right to proceed with the work if the Contractor fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract and/or order documents.

B. In such case, CMS will give the Contractor and its surety written notice of intention to terminate and the reason therefore, and, unless within ten calendar days the delay or violation shall cease or satisfactory arrangement of correction made, CMS may issue a written termination notice to the Contractor and its surety.

C. The Contractor shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which CMS has paid, wherever stored, without the written consent of CMS. Any material stored off-site, and which have been paid for by CMS, shall be immediately

delivered to CMS or its designated representative upon request. CMS reserves the right either to have the material delivered to the site and deduct the cost of the delivery from contract balance or to abandon the material and deduct the cost of the materials from the order balance.

D. The surety shall complete the work upon demand by CMS in accordance with the contract and/or order documents. Such completion may include, but not be limited to, the use of a completing contractor selected by CMS pursuant to a written takeover agreement with the surety, or payment of a sum of money required to allow CMS to complete the work, or other arrangements agreed to by the CMS and surety.

E. If within ten calendar days the surety fails to act on CMS's demand, CMS may take over the work and take possession of all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which CMS has paid the Contractor but which are stored elsewhere, and finish the work as CMS may deem expedient by contract publicly advertised or otherwise. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If CMS's expenses in completing the work exceed the unpaid balance of the order sum, the Contractor and/or the surety shall pay the difference to CMS.

.5 **Right to Terminate the Contract and/or Order for Convenience of the State.**

A. The contract and/or order may be terminated whenever CMS determines that such termination is in the best interest of the state of Illinois. CMS will give the Contractor ten calendar days written notice of its intention to terminate the contract and/or order.

B. Upon receipt of such notice, the Contractor shall stop all work on the order except for work CMS directs in writing to be completed. The Contractor will be paid for all work completed under the order. The Contractor will receive a percentage of the order sum equal to the percentage of work completed on the project prior to termination of the contract and/or order in the event CMS and the Contractor cannot agree to the amount of payment due the Contractor.

.6 **Right to Suspend the Contract and/or Order.** CMS may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such a period of time as the owner may determine, not to exceed 90 days.

A. The contract time will be adjusted for increases in time caused by the suspension, delay or interruption as described in Article 00 72 10.

B. CMS may decide to terminate the contract and/or order under subparagraph 00 72 25.4 above at any time during the period of suspension, delay or interruption.

.7 **Right to Order Acceleration.** CMS may require the Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the Contractor fails to execute the work in accordance with the project schedule.

.8 **Use and Possession Prior to Completion.** CMS shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.

.9 **Right to Exclude Persons from Job Site.** CMS shall have the right to exclude any person from the job site and deny that person future access to the job site when CMS determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a subcontractor, CMS may instruct the Contractor to exclude such person and the Contractor shall comply.

.1 **Duties Responsibility and Authority.** The A/E employed by CMS has prepared the Specifications and drawings for the project. When authorized to act on behalf of CMS, the duties, responsibility and authority of the Architect/Engineer are set forth herein. Nothing contained herein shall create any contractual relationship between the Architect/Engineer and the Contractor or any subcontractor, sub-subcontractor, or supplier.

.2 **General.** The A/E shall consult with and advise CMS and act as CMS's representative as provided herein. CMS's instructions to the Contractors may be issued through the A/E who shall have authority to act on behalf of CMS in dealings with the Contractors to the extent provided herein.

.3 **Submittals.** The A/E will review and monitor all required Contractor submittals for conformance with the construction package documents. Excessive resubmittals may result in the Contractor being charged for the cost of additional reviews.

.4 **Contractor's Schedule of Values (CSV).** The A/E shall review the CSV form for each contractor to ensure each item of work required for the contract is indicated and all values are expressed in separate line item costs for material and labor prior to any contractor making application for payment. CMS in consultation with the A/E will review and certify Contractors' applications for payment; schedule, attend and assist in pay meetings; maintain records of payments, contract balances, and all proposed and approved changes thereto. Review, reconcile and maintain files for the Contractor's waivers of liens and contractors affidavit and sworn statements (CASS form).

.5 **Interpretations.** The A/E will provide, when requested, interpretation of construction package; prepare and distribute supplementary drawings, specifications and instructions.

.6 **Change Orders.** Only the CMS Project Management Team can authorize the A/E to prepare quote requests for contract changes; evaluate Contractors' quotes; review and verify the cost of the change and recommend action.

.7 **Observation of the Work.** The A/E will observe the progress and quality of the work as is reasonably necessary to determine in general that it is proceeding in accordance with the construction package documents. The A/E shall monitor and verify conformance of materials, finishes and workmanship to the quality standards established in the construction package documents. The A/E shall notify CMS immediately if the work does not conform to the construction package documents, requires special inspection or testing or has been disapproved or rejected.

.8 **Tests.** The A/E and/or CMS will witness tests, review and evaluate test reports and notify CMS and the Contractor of deficiencies.

.9 **Defective Work.** On the basis of tests and observations, CMS in consultation with the A/E may disapprove of, or reject Contractor's work while it is in progress if the A/E believes that such work will not produce a completed project that conforms to the construction package.

.10 **Performance Testing, Start-up, and Training.** The A/E will observe and assist in the refining and adjustment of any equipment or system.

.11 **Closeout.** The A/E shall certify that to the best of their knowledge, the reviewed work conforms to the requirements of the construction package ; conduct substantial completion and final completion inspections; and expedite and coordinate substantial completion, final acceptance, Contractors' submittals, final payment, and facility turnover in accordance with CMS's procedures.

.12 **Records.** CMS in consultation with the A/E will maintain records, including correspondence, submittals, schedules, payment requests, addresses of Contractors, subcontractors and major suppliers.

.13 **Record Drawings.** The A/E will observe the Contractors' record drawings (as-builts) at intervals appropriate to the construction and notify CMS and the Contractor of any apparent failure to maintain up-to-date records. The Contractor shall prepare and submit revised contract documents as record drawings to show all changes reported to the Architect/Engineer by the Contractor and all change orders and addenda made during construction, including the location of all concealed systems installed during construction.

.14 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures; or supervision or for safety precautions and programs in connection with the project or work thereon. Nothing hereunder shall relieve the Contractor from his responsibility to carry out the work in accordance with the contract documents.

.15 **On-Site Representative.** When included in its agreement, the A/E will provide one or more on-site representatives to expedite interpretations and clarify the construction package, record project activity and conditions, and any other duties assigned by CMS.

.16 **Claims and Disputes.** The A/E will review the claim or dispute including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the A/E will observe, measure and verify costs incurred that are related to the dispute and will provide a written response, interpretation, and recommendation for resolution to the claimant and CMS. CMS reserves the right to require the Contractor to satisfactorily document any claim.

.17 **Periodic Site Visits.** The A/E shall make up to two periodic site visits per month, as requested by CMS and as reasonably necessary in accordance with the complexity of the contracted work and the scheduled construction activities. The A/E shall observe the construction operations and report on the progress and quality of the work being performed to determine, in general, that the work is proceeding in accordance with the approved construction schedule and that the materials, finishes and workmanship are in accordance with the contract documents. The A/E and the contractor shall be liable for the replacement and/or any damages incurred as a result of knowingly permitting non-specified material, or otherwise non-conforming work to be incorporated into the project.

.18 **Miscellaneous.** Other responsibilities and authority of the A/E are set forth throughout the construction package documents.

00 72 40 CONTRACTOR - RIGHTS AND RESPONSIBILITIES

.1 **Review of Construction Package.** The Contractor shall carefully study and compare the construction package documents, including all addenda, and shall promptly report to the A/E all errors, inconsistencies or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the contract which the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the A/E before the work is performed. If after the discovery of such conflict, the Contractor fails to promptly notify the A/E, the Contractor shall upon written direction remove all such work or portion thereof so conflicting, and rebuild it as directed at no additional cost to CMS.

.2 **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the A/E as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.

.3 **Changed Conditions.** Should the Contractor encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the construction package documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the order, the Contractor shall give written notice to the A/E before any such condition is disturbed. No claim of the Contractor under this provision will be allowed unless the Contractor has given the required notice. The A/E will promptly investigate and, if it determines that the conditions materially differ from those which should

have been reasonably anticipated, will make such changes in the construction package documents as may be necessary. The order sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the Contractor's cost or time of performance.

.4 **Laying out the Work.** The Contractor shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements, for all the work under the order.

.5 **Supervision of the Work.** Using its best skill and judgment, the Contractor shall supervise the work. The Contractor shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its order.

.6 **Adequate Staff.** The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the order.

.7 **Contractor's Representative.** The Contractor shall provide competent on-site supervision of all phases of the work. The contractor's representative shall be selected by the Contractor, but such selection is subject to the approval of CMS and the A/E. Contractor's Representative shall represent the Contractor and communications shall be given to the Contractor's Representative shall be as binding as if given to the Contractor. CMS

A. The Contractor shall not change the contractor representative unless it has given CMS a written request for change fifteen calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible, and CMS has given authorization to do so.

B. In the event the contractor representative fails to perform his or her duties under the order requirements, CMS may, in writing, require the Contractor to remove the contractor representative from the project. The Contractor shall provide a competent replacement.

.8 **Responsibility for Damages.** The Contractor shall protect and prevent damage to all phases of the work, and any existing facilities or improvements, including but not limited to, the protection thereof from damages by the elements, theft or vandalism. The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors , and loss to CMS including but not limited to costs of suit, property damage, attorney fees, labor or costs of labor, caused by its performance of the contract.

.9 **Work of Other Contractors.** CMS reserves the right to execute other contracts in connection with the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with theirs. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by CMS.

.10 **Claims and Disputes.** Each Contractor shall promptly notify the A/E in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the A/E while in progress. Failure to notify the A/E in such instances may result in rejection of any claim with CMS.

.11 **Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the Contractor, within thirty (30) calendar days of such occurrence, furnishes a written notice to the A/E setting forth the general nature and estimated monetary extent of such claim.

.12 **Ownership of Construction Package.** All Drawings and Specifications prepared in connection with the Project are and shall remain the property of CMS and are not to be used by the Contractor on any other project and shall be relinquished to CMS at termination or Final Completion, provided, however, that at Final Completion, Contractor may maintain one record set of as-built drawings.

.13 **NTIA Approved.** The Contractor acknowledges and agrees that a National Telecommunications and Information Administration approved Environmental Assessment was prepared for this Project; the design, routes, maps and drawings comply with the Environmental Assessment; the Contractor's Work will comply with the Environmental Assessment; and Contractor has received a copy of the Environmental Assessment. Contractor's omission of Environmental Assessment requirements shall not relieve Contractor's responsibility for compliance.

.14 **Miscellaneous.** Other rights and responsibilities of the Contractor are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the Contractor to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

00 72 41 CONFIDENTIALITY

.1 The Contractor shall treat all information relating to the Project and all information supplied to the Contractor by CMS or the A/E as confidential and proprietary information of CMS and shall not permit its release to unauthorized third parties or make any public announcement or publicity releases or use same in any promotional or professional materials without CMS's written authorization. The Contractor shall also require subcontractors and material suppliers to comply with this requirement.

.2 Contractor will not use any information concerning the Project or any information developed or discovered in connection with the performance of Contractor's obligations under this Contract and orders under this contract to compete, directly or indirectly, with CMS. Contractor will not undertake any action which would allow Contractor or a third party to place cable, concurrently or subsequently, at the project location.

.3 Contractor warrants that Contractor is not employed or retained by any company or persons that could in any way result in a conflict of interest between Contractor's duties to such company or persons and the duties owed to CMS. Should circumstances change such that Contractor breaches or thinks there is a possibility of a breach of the warranty contained in this Section, then Contractor shall immediately notify CMS and suspend further activities under this Agreement until CMS provides Contractor with written notice to resume work. CMS is entitled to treat such an event as a material breach of this Agreement.

00 72 45 INDEMNIFICATION

.1 **Duty to Indemnify.** The Contractor shall defend, indemnify, keep and save harmless the state of Illinois, CMS, the A/E and their respective board members, representatives, agents and employees in both individual and official capacities against all suits, claims, damages, losses and expenses including attorney's fees caused by, growing out of or incidental to the performance of the work under the contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes, but is not limited to, the protection of adjacent landowners (765 ILCS 140/1 et. seq.). In the event of any such injury (including death), loss, damage or claims therefore, the Contractor shall give prompt notice to CMS.

.2 **Effect of Statutory Limitations.** In the event of any claim against the state of Illinois, CMS or against any of their officials or employees in either their personal or official capacities made by any direct or indirect employee or agent of the Contractor or of any subcontractor, the Contractor's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type of employee benefit act.

.3 **Architect/Engineer's Liability.** The Contractor shall not be liable for the negligent acts or omissions of the Architect/Engineer or its agents or employees.

00 72 50 CONTRACTOR SUSPENSION

This section has been deleted.

00 72 60 DISPUTES

.1 **CMS Determination.** Except as provided in this paragraph, CMS will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction.

.2 **Not a Cause for Delay.** CMS decisions shall not be cause for delay of the work. The contractor shall continue to perform the work, but such continuation shall not operate as a waiver of any of the Contractor's rights.

.3 **Definitions.**

Dispute: Any contested claim or matter growing out of the project or CMS's project contracts regarding payment or time for performance, but not including personal injury cases (including worker injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination.

Parties: Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship. Parties shall also include any other entity holding a contract with CMS whose performance of its contract relates in any way to the dispute or claim.

.4 **Subcontractors and Suppliers.** The Contractor shall require its subcontractors and suppliers to agree to and be bound by this provision.

00 72 70 FEDERALLY ASSISTED PROJECTS

.1 **Federal Reporting Requirements.** Contractor acknowledges that a portion of the funds for the Project are provided under the American Recovery and Reinvestment Act (ARRA), Public Law No. 111-5, as implemented by 2 C.F.R. Part 176, Subpart B (the "Recovery Act"). As a recipient of Recovery Act funds, CMS is required to report quarterly certain information, including **reporting the estimates of jobs created or retained by Recovery funds**. Contractor agrees to supply CMS with required information for both Contractor and all subcontractors, including, but not limited to, total hours worked full time equivalency (FTE), titles of each job position, and a breakout of newly created job positions and retained job positions, on or prior to deadlines set by CMS. This reporting is necessary to support CMS' compliance with ARRA job creation and retention reporting. CMS currently anticipates that required information will need to be submitted to CMS by Contractor for each quarterly reporting period, on or before the following submission dates:

Quarterly Reporting Periods	Contractor Submission Dates
1st Qtr. (Jan.1– Mar.31)	Apr. 5
2nd Qtr. (Apr.1– Jun. 30)	Jul. 5
3rd Qtr. (Jul. 1– Sept. 30)	Oct. 5
4th Qtr. (Oct. 1– Dec. 31)	Jan. 5

If a specified Contractor Submission date falls on a weekend or holiday, Contractor shall submit the required information to CMS prior to the weekend or holiday. Contractor shall submit the required information in compliance with the Federal document styled M-09-21, *Implementing Guidance for the Reports on the Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009*, as amended (http://www.whitehouse.gov/sites/default/files/omb/assets/memoranda_fy2009/m09-21.pdf).

.2 **Compliance.** Contractor agrees that Contractor shall comply with the requirements of the American Recovery and Reinvestment Act §1605, as implemented by 2 C.F.R. Part 176, Subpart B unless BTOP waives the application of this provision. (Limited waiver found at 74 Fed. Reg. 33,112.) Any subletting or subcontracting by vendor subjects such subcontractors to the same provisions. Contractor is hereby notified that it is required to purchase American-made equipment and products with funding provided under this contract.

00 72 75 LIQUIDATED DAMAGES

.1 If the Contractor shall neglect, fail, or refuse to complete the Work by the Substantial Completion Date subject to any proper extension granted in writing by CMS, then the Contractor agrees to pay to CMS, or to cause the Contractor's surety to pay to CMS, the amounts specified on Attachment S, not as a penalty, but as liquidated damages for the damages that would be suffered by CMS as a result of delay for each and every calendar day that the Contractor shall have failed to complete the Work by the Substantial Completion Date ("Liquidated Damages"). The amounts are fixed and agreed upon by and between the Contractor and CMS because of the difficulty of fixing and ascertaining the actual damages CMS would in such event sustain, and the amount is agreed to be the amount of damages that CMS would sustain. The amount may be retained by CMS from other current Project payments, current periodic pay estimates or from retainage, but if the amount owing and/or retained is insufficient to fully pay CMS said Liquidated Damages, the Contractor agrees to pay, or cause the Contractor's surety to pay, said insufficiency to CMS.

.2 **Non-waiver.** The following acts shall not constitute a waiver of the Contractor's obligation to pay liquidated damages:

A. acceptance of or payment for any portion of the work;
B. substantial completion of a portion of the work or occupancy by CMS; or
C. CMS's requiring or allowing the Contractor to complete the work.

.3 **Additional Costs/Claims of Other Parties.** CMS's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional costs incurred to complete the work, should the Contractor fail to do so. Nor shall CMS's right to recover liquidated damages be a substitution for or bar to recovery of any additional compensation CMS may be obliged to pay the A/E or contractors for other work on the project caused by Contractor's delay or other failure to perform.

.4 **Other Rights and Remedies.** The rights and remedies of CMS herein provided are in addition to any other rights and remedies provided under the contract or by operation of law.

00 72 80 MISCELLANEOUS

.1 **General.** All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written therein in full.

.2 **Obligations Survive.** The obligations or duties imposed upon the Contractor (including its subcontractors, suppliers, sureties, and insurers under the contract shall survive any termination or closeout of the contract.

.3 **Successors and Assigns.** CMS and the Contractor each bind itself, its partners, successors and assigns and legal representatives to the other party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents.

.4 **Independent Contractor.** The Contractor is an independent contractor and in providing its services under this contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the contract.

.5 **Permits and Fees.** The Contractor is not responsible for any construction permits or inspection fees which might be assessed upon the owner by state or local government. When CMS authorizes or directs in writing the acquisition of such permits or payment of such fees, CMS will reimburse the Contractor for the amount paid for only the permit or fee (no mark up will be allowed). The order sum will be modified accordingly by change order.

.6 **Taxes.** Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales tax). The contractor shall exclude such taxes in preparing their bid. The tax exempt number is E9989-0046-06. CMS will notify Contractors of any change to this number. An exemption may also apply in regard to certain Federal excise taxes on materials and equipment used in connection with the project.

.7 **Royalties and Patents.** The Contractor shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by CMS or the A/E will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person. The Contractor shall indemnify CMS and the A/E against all suits and claims that may be based on an infringement of a patent.

.8 **Ownership of Drawings and Specifications.** Drawings and specifications within construction packages and the entire construction package are the property of CMS and may not be used on any other work or project whatsoever without the written consent of CMS.

00 73 00 SUPPLEMENTARY CONDITIONS

00 73 16 BONDS AND INSURANCE GENERAL REQUIREMENTS

.1 **Bonds and Insurance Requirements.** The Contractor shall submit and keep in force bonds and insurance as specified herein.

.2 **Contractor's Duty to Maintain Bonds and Insurance.** The Contractor shall have the duty to confirm that the terms of all bonds and insurance comply with the terms set forth herein.. No action or failure to act on the part of CMS shall constitute a waiver of any requirement.

.3 **Failure to Maintain.** If CMS determines at any time that bonds or insurance do not meet the requirements, this shall constitute a material breach of the contract. CMS shall provide prompt notice to the Contractor and in its sole discretion may take any one or more of the following measures to protect itself and the public from the effect of the Contractor's breach, should the Contractor fail to correct the breach within 5 days of CMS's notice.

A. Order the Contractor to cease all operations at the site, except security and safety services, until the proper bonds and insurance shall be procured and made fully effective. The cost of any such interruption of the work, and any delays resulting there from, shall be borne by the Contractor and his surety, and may be paid out of contract funds in the hands of the CMS which are due, or to become due, to the Contractor. Damage claims of subcontractor, material suppliers, as well as the claims of the CMS as recognized in the sole discretion of the CMS, shall be included in the costs contemplated in this Article.

B. In the event the Contractor's insurance shall not comply with the contract requirements, lapse or be canceled for any reason during the course of the work, CMS may, in its sole discretion, declare the Contractor to be in default and tender completion to the surety pursuant to the termination procedures set forth herein.

C. In the exercise of any of its rights as declared in Paragraphs 00 73 16.3.A through 00 73 16.3.B inclusive, CMS does not waive any of its other rights provided in the contract documents.

D. Should it become necessary to make a claim on the Contractor's insurance policies and it is discovered that the insurance policies do not meet the CMS insurance requirements set forth in the contract documents, the Contractor and surety shall be liable for all claims to the extent they would have been covered by the insurance policies had they been in compliance with CMS requirements.

00 73 17 BONDS, GENERAL

.1 **Requirements.** The Contractor shall furnish a performance bond which includes the costs of labor and material covering the faithful performance of the contract and the payment of all obligations arising thereunder. The bond shall be in the full amount of the contract on forms provided by CMS and executed by a surety acceptable to CMS.

.2 **Sole Discretion.** CMS shall exercise sole discretion to determine acceptability of bonds.

.3 **Acceptability.** Bonds that meet the requirements of Paragraph 00 73 17.1 shall be acceptable to CMS when issued by a surety that meets all of the following standards:

A. Has a current Best's rating of any level of "B" or better; and a current Best's financial class of "V", or higher.

B. Is duly licensed in the state of Illinois by the Department of Insurance and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

C. Does not have a history of unacceptable performance related to CMS claims.

D. Is listed in current U.S. Treasury Circular 570 when project funding includes federal funds.

E. Neither the firm nor any of its officers or owners shall have been convicted of a felony, unless more than one year has passed since the completion of the felony sentence, and further, the firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

.4 **Discretion to Adjust Criteria.**

A. Acceptability criteria set out above shall constitute minimum requirements unless waived by CMS prior to order execution in extraordinary cases that include, but are not limited to, the following:

1) A bond that meets the requirements is not available due to market changes or the nature of the project.

2) Characteristics of the construction project justify less stringent requirements.

3) An available bond, although not in technical compliance with the requirements, is determined to be as reliable as a bond in technical compliance.

4) Substitution of a non-diminishing irrevocable bank letter of credit on contracts less than $100,000 is authorized by the Public Construction Bond Act (30 ILCS 550/1).

B. CMS may set more stringent criteria for bonds when determined to be justified by the nature of the construction project.

.5 **Unacceptable Performance of a Surety.** Unacceptable performance of a surety, related to CMS claims, may consist of one or more of the following:

A. Failure to abide by the terms of the bond.

B. Failure to respond to CMS's termination notice within ten working days of receipt. A telephone call or letter from the surety acknowledging receipt shall be sufficient.

C. Failure to begin completion work at the construction project site within fifteen calendar days of the execution of the takeover agreement. If material factors beyond the control of the surety delay commencement, the surety's demonstration of good faith efforts to begin work as soon as possible shall be satisfactory.

D. Failure to respond to CMS communications within a reasonable time.

E. Failure to perform in accordance with the terms of the takeover agreement including provisions contained herein.

F. Failure to pay suppliers, subcontractors, and claims on a timely basis.

G. Failure to properly utilize CMS procedures and forms as required.

H. Failure to work cooperatively and in good faith with CMS.

I. Failure to provide a copy of its bond in a timely fashion to a subcontractor or material supplier upon request.

.6 **Takeover or Completing Contractor.** CMS shall require bonds as may be appropriate.

.7 **Signatures.** Bonds shall contain original signatures in ink of the Contractor, an officer of the surety including a notary statement authenticating signature and appropriate power of attorney of the surety.

.8 **Rights to Bonds.** No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than the CMS.

00 73 18 INSURANCE, GENERAL

.1 **Sole Discretion.** CMS shall exercise sole discretion to determine acceptability of insurance.

.2 **Acceptability of Insurance Companies.** In addition to other requirements stated herein, insurance is acceptable when issued by an insurance company that meets all of the following standards:

A. Has a current Best's rating of any level of "B" or better; and has a current Best's financial class of "V" or higher.

B. Is duly licensed in the state of Illinois by the Illinois Department of Insurance, and does not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance.

C. Does not have a history of unacceptable performance related to CMS claims.

D. Is covered by the Insurance Guaranty Fund.

E. Neither the firm nor any of its officers or owners shall have been convicted of a felony unless more than one year has passed since the completion of the felony sentence. The firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

.3 **Cut-through Endorsements.** Policies with a 100% cut-through endorsement giving all claimants a direct right of recovery against a reinsurer that meets the criteria of Paragraph 00 73 18.7 when the primary insurer fails or is unable to pay for any reason, shall be acceptable provided that a proper endorsement and reinsurance treaty is submitted.

.4 **Discretion to Adjust Criteria.**

A. Acceptability criteria set out in Paragraph 00 73 18.2 shall constitute minimum requirements unless waived prior to quoting by CMS in extraordinary cases that include, but are not limited to the following:

1) Insurance that meets the requirements is not available due to market changes or the nature of the project.

2) Characteristics of the construction project justify less stringent requirements.

3) Available insurance, although not in technical compliance with the requirements, is determined to be as reliable as insurance in technical compliance.

4) Substitution of a non diminishing irrevocable bank letter of credit, on contracts less than $100,000, as authorized by the Public Construction Bond Act (30 ILCS 550/1).

5) Insurance policies not covered by the Illinois Insurance Guaranty Fund (215 ILCS 5/532 et seq.) shall not be acceptable unless CMS agrees that the Contractor has satisfactorily demonstrated extraordinary circumstances justifying an exception. Examples of such policies are: Risk Retention Groups and the Illinois Insurance Exchange. The following shall not constitute extraordinary circumstances justifying an exception:

a. The Contractor already has a policy in effect that does not meet the requirements.

b. The Contractor's insurance agent does not represent companies that offer insurance meeting the requirements.

c. Insurance meeting the requirements is more expensive than insurance which does not.

d. The Contractor's work performance or financial condition precludes it from obtaining insurance which meets the requirements.

B. CMS may set more stringent criteria for insurance when determined to be justified by the nature of the construction project.

C. CMS may require wrap up insurance when required by the nature of the project.

.5 **Unacceptable Performance of an Insurance Company.** Unacceptable performance of an insurance company related to CMS claims may consist of one or more of the following:

A. Failure to abide by the requirements of the applicable Standard Documents for Construction

B. Failure to respond to CMS communications within a reasonable time.

C. Failure to acknowledge receipt of a claim within thirty calendar days.

D. Failure to investigate and respond to a claim within sixty calendar days;

E. Failure to pay meritorious claims on a timely basis.

F. Failure to properly utilize CMS procedures and forms as may be required.

G. Failure to work cooperatively and in good faith with CMS.

H. Failure to provide CMS with requested documentation within a reasonable time, including but not limited to, insurance policies, inspection reports, certificates, binders, and general correspondence.

.6 Evidence of Insurance.

A. Each Contractor shall file with CMS evidence of complete coverage of all insurance required by Paragraph 00 73 18.7 and Article 00 73 19 herein, bearing the original signature of the insurance company's authorized agent. Acceptable evidence of insurance is:

1) A binder or certificate of insurance accompanied by endorsements as set out below in Paragraph 00 73 18.6.

2) The complete insurance policy, including all required endorsements.

B. Endorsements shall be required on each certificate or policy which include each of the following statements:

1) "The coverage and limits conform to the minimums required by Paragraph 00 73 18.7 and Article 00 73 19 of CMS's Standard Documents for Construction." Any exception or deviation shall be brought to the attention of CMS for a ruling on acceptability.

2) CMS project number and CMS contract number of the project covered by the policy.

3) The company agrees to timely provide complete copies of policies upon request by CMS.

4) The policy will not be canceled, changed or altered until at least ten calendar days prior written notice has been given to the Contractor and CMS, unless the same is stated in a policy provision.

5) CMS is included as additional named insured for occurrences arising in whole or in part out of the work and operations performed. This endorsement does not apply to Workmen's Compensation Insurance policies.

6) All assigned contractors are included as additional named insureds. This endorsement applies only to builders risk insurance.

C. An Authorization to Proceed will not be issued to the Contractor until acceptable evidence of coverage is on file with CMS. The Contractor shall at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. CMS may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of CMS to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

1) **Reconstruction.** The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to CMS or Architect/Engineer. The Contractor shall furnish proper assistance in the adjustment and settlement of all losses. Loss will be adjustable with and payable to the party purchasing the builder's risk insurance, who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of its interest.

2) Insurance shall remain in effect until final acceptance and at all times thereafter when the Contractor may be correcting, removing or replacing defective work or as otherwise adjusted by the CMS depending upon the circumstances of such correction, removal or replacement.

.7 **Required Minimum Insurance Coverages**

A. **Comprehensive Automobile Liability:**

1) The policy shall cover owned, non-owned, and hired vehicles.

2) $1,000,000 Bodily Injury & Property Damage Liability Limit Each Occurrence.

B. **Worker's Compensation:**

1) **Statutory Requirement.** Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance. The Contractor shall submit an insurance certificate, per 00 73 18.6 above, indicating coverage for statutory limits.

2) The Contractor may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the State of Illinois. For approval, the Contractor shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.

3) Employers Liability

a.	Each accident	$500,000
b.	Disease-policy limit	$500,000
c.	Disease-each employee	$500,000

4) The worker's compensation insurance carrier, or self insurance service agency, where applicable, shall certify that to the best of its knowledge, the Contractor has properly reported wage and workforce data and made premium payments in compliance with Illinois rates and worker classifications.

C. **Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Coverage shall not be excluded because of the Contractor's negligence. Where the hazard exists, the Contractor shall purchase and maintain insurance to protect against claims due to explosion, collapse or underground damage.

1) The general aggregate limit shall be endorsed on a per project basis.

a. $1,000,000 Bodily Injury Per Person
b. $1,000,000 Bodily Injury Aggregate Limit.
c. $ 500,000 Property Damage per Occurrence.
d. $1,000,000 Property Damage Aggregate Limit.
e. $1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

D. **Umbrella or Excess of Loss Coverage.** If the limits specified in Paragraph 00 73 18.7A. 00 73 18.7B. and 00 73 18.7C are not met, an Umbrella or Excess Liability policy of not less than $1,000,000 for any one occurrence and subject to the same aggregate over the Comprehensive Automobile Liability, Employers Liability and Commercial/Comprehensive General Liability coverages, is acceptable.

00 73 19 BUILDER'S RISK INSURANCE

.1 **Contractor.** Builder's Risk Insurance shall be purchased and maintained by the Contractor.

A. The policy shall be a Completed Value All Risk Builder's Risk. The policy shall be written in an amount equal to 100% of the total of the order or 100% of the total sum of all contracts if there are assigned contracts.

B. Coverage shall include the following work and property:

1) The installed work of all contractors until substantial completion of the entire project.
2) Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit. For additional information regarding stored materials, see herein.
3) Construction forms, scaffolding and temporary structures on the premises.
4) Drawings and specifications used to document as-constructed conditions.
5) Debris removal resulting from a covered peril.
6) Fire or collapse resulting from excluded perils.

C. Coverage may only exclude the following property:

1) tools, equipment and other personal property of the contractors and their employees;
2) vehicles of any kind;
3) lawns, trees, shrubs or plants; and,
4) the value of existing buildings prior to renovation under this contract.

D. Perils excluded may only include:

1) earth movement, including earthquake, landslide or mud slide;
2) flood, sewer backup, and seepage;
3) dishonest acts of the insured or its employees;
4) trick or fraud;
5) mysterious disappearance;
6) inventory shortage;
7) corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;
8) changes or extremes of temperature and humidity;
9) settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
10)operation of building ordinances or laws;
11)loss of use or occupancy;
12)design error, except resulting damage;
13)war, rebellion, insurrection, radioactive contamination, and.
14)pollution clean up, unless the release results from a covered peril.

.2 **Additional Insured.** CMS and all assigned contractors shall, by endorsement, be included as additional named insureds.

.3 **Deductible.** A deductible clause of maximum of $5,000 per loss shall be included.

A. CMS will assume responsibility for the deductible amount for installed work unless responsibility for the loss can be attributed to a negligent act by a single contractor.
B. Each contractor shall assume responsibility for the deductible amount for losses under .1B.2) and .1B3), above.

.4 **CMS Rights.** CMS reserves the right to take over the policy or extend coverage after default, cancellation or termination of coverage for any reason.

.5 **Beneficial Occupancy.** The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to substantial completion of the project by CMS.

.6 **Waiver of Damages.** CMS, the Architect/Engineer and each Contractor waive all rights each against the others for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. Each insured Contractor shall require similar waivers of subrogation from all subcontractors.

00 73 20 RESPONSE ACTION CONTRACTOR INDEMNIFICATION ACT

This section has been deleted.

00 73 40 LICENSING

.1 **General.** Each Contractor shall be responsible for compliance with all applicable contractor and trades person licensing with the appropriate State agency. This includes, but is not limited to:

A. Roofing - IL Dept. of Professional Regulation
B. Plumbing - IL Dept. of Public Health
C. Asbestos Abatement - IL Dept. of Public Health
D. Lead Abatement - IL Dept. of Public Health;
E. Well drilling - IL Dept. of Public Health
F. Underground Storage Tanks - Office of the State Fire Marshal
G. Private Sewage Disposal Contractor's License - IL Dept. of Public Health
H. Structural Pest Control Operators - IL Dept. of Public Health
I. Fire Equipment Distributor License - Office of the State Fire Marshal
J. Illinois Explosives Act - IL Dept. of Natural Resources
K. Alarms – Dept. of Professional Regulations
L. Elevator Mechanic - State Fire Marshal
M. Fire Sprinkler Contractor - State Fire Marshal

The Contractor shall submit copies of all licenses applicable to its work to the Architect/Engineer (A/E).

00 73 42 LABOR LEGISLATION

.1 **General.** All Contractors shall familiarize themselves with the acts referenced in this paragraph and shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at the time of bidding. Nothing in the acts shall be construed to prohibit the payment of more than the prevailing wage scale.

.2 **Statutory Requirements.** In the employment and use of labor, the Contractor shall conform to all Illinois statutory requirements regarding labor including but not limited to the following Acts:

A. Equal Employment Opportunity. Applicable Laws: State of Illinois policy and law, set out in the Illinois Constitution, Article 1, Section 17, requires that employment opportunities be free from discrimination. The equal employment clause contained in 775 ILCS 5/2-105 et seq. is incorporated into the contract and is intended to insure compliance with the applicable laws and with the Illinois Department of Human Rights Rules and Regulations for Public Contracts. The Contractor shall conform to all provisions of the Equal Employment Opportunity Clause (44 Illinois Administrative Code, Ch. X, Sec. 750, Appendix A), and shall include said clause, verbatim or by reference, in each of its subcontracts under which any portion of the contract obligations will be undertaken or assumed, so that the provisions of the clause will be binding upon all such subcontractors.

B. Veterans Preference Act, (330 ILCS 55).

C. The Service Men's Employment Tenure Act, (330 ILCS 60).

D. Child Labor Law, (820 ILCS 205).

E. Unified Code of Corrections, (730 ILCS 5/3-12-1 et seq.) Unauthorized employment of convict labor.

F. Employment of Illinois Workers on Public Works Act, (30 ILCS 570) requiring employment of Illinois workers on public works projects.

G. The Worker's Compensation Act, (820 ILCS 305).

H. Drug Free Workplace Act, (30 ILCS 580).

I. The Human Rights Act, (775 ILCS 5/1-101).

J. The Public Employment Discrimination Act, (775 ILCS 10).

.3 **Federal-funded Projects.** Federal participation is included on the project. Compliance with Federal Equal Employment requirements does not relieve the Contractor of its duty to comply with Illinois Equal Employment requirements.

.4 **Certified Payroll.** State law 820 ILCS 130/5 requires all contractors and sub-contractors working on state construction projects to submit certified payroll records to CMS. Contractors must submit these records once a month. The payroll records must include all workers employed by contractors on the project.

.5 **Strike or Stoppage of Work.** In the event of a strike or stoppage of Work resulting from a dispute involving or affecting the labor employed by the Contractor or any of its subcontractors, CMS may, at its option and without demand, terminate this contract for default unless the Contractor shall remedy the strike or work stoppage or other disruption within three (3) business days after the dispute arises.

00 73 43 PREVAILING WAGES AND DAVIS-BACON ACT

.1 **Prevailing Wage Act.** The act regulates wages of laborers, mechanics, and other workers employed in any public works by the state, county, city, or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130) and provides in part that the Contractor, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Contractor shall prominently post the current schedule of prevailing wages at the project site, and shall notify immediately in writing all of its subcontractors, etc., of all changes in the Schedule of Prevailing Wages.

.2 **Wage Increases.** Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not at the expense of CMS.

.3 **Change Orders.** Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed.

.4 **Rates Published.** Vendors are responsible for monitoring revisions by the Illinois Department of Labor (IDOL) internet Site (http://www.idol.state.il.us).

.5 **Davis-Bacon Act.** If part of a federally funded project, Contractor agrees that, to the extent applicable, Contractor shall pay all laborers and mechanics employed by Contractor on the project not less than the prevailing wage determined under the "Davis-Bacon Act" (40 U.S.C. 276a-a5) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, to the extent applicable, Contractor shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-33). In addition, the U.S. DOL Davis-Bacon poster (WH–1321) must be prominently posted at the site of the work. Refer to: www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf. Contractor also agrees to comply with all regulations issued pursuant to the above referenced Acts. Contractor agrees to require each Subcontractor to comply with

the above Acts and regulations issued pursuant to the above referenced Acts to the extent such Acts are applicable. Owner shall have the right to audit this information as set out in Section 00 73 45.2.

00 73 45 RECORDS

.1 **Records of Wages and Expenses.** The Contractor and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, worker and mechanic employed by it in connection with the contract. The record shall be open at all reasonable hours for inspection by any representative of CMS or the Illinois Department of Labor and must be preserved for five years following completion of the contract.

.2 **Audit.** Owner shall have access to the work and the right to audit at any time all of the Contractor's files, correspondence, instructions, drawings, calculations, contracts, receipts, memoranda, daily journals, computer records, payroll information, bid documents, books, records, correspondence, payment records, vouchers and other materials (collectively, the "Records") relating to the Work, and the Contractor and all subcontractors shall preserve all such Records for a period of ten (10) years after the Final Payment. CMS audit rights shall be applicable to all subcontractors. Contractor shall be responsible for insuring that subcontractors maintain such Records and allow such access. The Contractor hereby grants to CMS the authority to enter its premises for the purpose of such inspection and audit.

00 73 73 STATUTORY REQUIREMENTS

.1 **General.** Each Contractor shall comply with all laws, rules and regulations and codes applicable to installation of the work. The Contractor is not responsible for the design of the work according to laws, rules, regulations and codes. Except where expressly required by applicable laws and regulations, neither CMS nor the A/E shall be responsible for monitoring the Contractor's compliance with any laws or regulations. When the Contractor observes conflicting regulatory requirements, it shall notify the A/E in writing immediately. If the Contractor performs any work knowing or having reason to know that the installation of the work is contrary to such laws, rules and regulations and fails to provide such notice, the Contractor shall pay all costs arising therefrom. The following are statutory requirements that may impact the project. The list is not exclusive. The Contractor shall comply with all state and federal requirements governing its work on the project and its contract. This Article lists some of those requirements that are unique to state projects.

.2 **Steel Products Procurement Act.**

A. The Steel Products Procurement Act, 30 ILCS 565, requires that all contracts for the construction, reconstruction or improvement of public works contain a provision that steel products used or supplied by the contract or a subcontract thereto, shall be manufactured or produced in the United States. Steel products means "products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by open hearth, basic oxygen or electric furnaces."

B. The exceptions to the Act are:

1) where the expenditure is less than $500;
2) where the Executive Director of CMS certifies in writing that:
    1. the specified product cannot be manufactured or produced in sufficient quantity to meet the project needs;
    2. the specified product cannot be manufactured or produced in necessary time to meet the project needs; or
    3. obtaining the product would increase the cost of the contract by more than 10%;

C. The Act provides that CMS may not authorize payment to any Contractor in violation of the Act.

00 91 00 ADDENDA

This section is not applicable and has been deleted.

01 15 00 WORKING CONDITIONS

01 15 10 CONTRACTOR'S USE OF PREMISES

.1 The Contractor shall confine its operations at site to areas permitted by law, permits, and contract. Contractor shall obtain and observe all site regulations.

.2 The Contractor and its employees shall keep all unattended vehicles and equipment locked at all times and parked only in approved areas.

.3 The Contractor shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc., stored on the premises. Contractor shall obtain and pay for use of any additional storage or work area needed for its operations. Contractor shall move all stored material, equipment, tools, etc., which interfere with the work.

.4 Contractors and A/E may not interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units.

.5 All contractors, employees, trades persons and visitors shall comply with personal protection regulations, including hard hats.

.6 All visitors to hazardous waste or asbestos abatement projects must provide proof of OSHA respirator fit-testing, medical examination, and proof of proper certification to enter contaminated areas. Disposable clothing will be provided and disposed of by the abatement contractor.

.7 At occupied residential facilities, the Contractor shall provide and maintain appropriate fences, barricades, and/or security locking to limit resident access to excavations, construction areas, construction storage and field offices.

01 20 00 PRICE AND PAYMENT PROCEDURES

01 24 00 VALUE MANAGEMENT

This section is not applicable and has been deleted.

01 25 00 SUBSTITUTION PROCEDURES

.1 **Substitution by Change Order.** After notice of order selection, substitutions shall not be accepted if acceptance would require a change order increasing the amount of the order, and may only be approved by written change order under one of the following conditions:

A. Substitutions are required for compliance with final interpretations of code requirements or insurance regulations.
B. Unavailability of specified products, through no fault of contractor.
C. Subsequent information discloses inability of a specified product to perform properly or to fit in designated space.
D. Manufacturer/fabricator refusal to certify or guarantee performance of a specified product as specified.
E. When a substitution would be substantially in CMS's best interests (e.g. better quality, shorter delivery time, lower cost, etc.).

.2 **Submittal Requirements.** Regardless of the reason for the substitution request, the Contractor shall submit complete data demonstrating compliance of the proposed substitution with contract documents:

A. An itemized comparison of proposed substitution with product or method specified.
B. Data relating to changes in construction schedule, coordination, and other affected contracts.
C. Accurate cost data on proposed substitution in comparison with product or method specified.
D. Accepted substitutions will be so stated in the contract.

.3 **Representations.** In making a request for substitution, Contractor represents that:

A. The proposed product is equal or superior to that specified.
B. It will provide an equal or superior guarantee for the substitution as was specified.
C. It will coordinate installation of accepted substitutions into work, making all changes for work to be complete.
D. It will pay all additional costs and expenses for CMS, A/E, and other contractors affected.
E. Cost savings (difference between price of product used in bid and substitution) will be passed on to CMS.

.4 **Restrictions.** Substitutions will not be considered by shop drawing, informal request or when acceptance will require substantial revision of contract documents.

01 26 00 CONTRACT MODIFICATION PROCEDURES

.1 **Right to Make Changes.**

A. CMS may at any time, without notice to the sureties, order changes in the contract time or in the contract work. Requests for change may be initiated by CMS or the Contractor. Upon request from CMS, the A/E will issue a request for proposal and change order (RFP/CO).

B. All change orders must be determined by CMS to be germane to the original contract.

.2 **Changes in Contract Sum.** The Contractor shall prepare a price proposal for the specified changes in the work upon receipt of a request for proposal and change order.

A. Accepted unit prices shall be used as the basis for adjustments in the order sum when a proposed change affects work covered by contract unit prices.

B. The Contractor shall prepare a detailed proposal for the changed work for work not covered by contract unit prices. The proposal shall itemize the changes to the work and show the direct cost of all labor, material, and equipment for each item with appropriate documentation of the costs. Costs such as general supervision, liability insurance, etc., are considered overhead. Subcontractors shall prepare similar proposals for inclusion in the Contractor's proposal.

1) Contractors and subcontractors may add 18% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of $100 is allowed on work performed by their firm.

2) The Contractor and subcontractors may add a minimum fee of $50 or 6% of the total cost of lower tier subcontractor work to the cost of the change order for their administrative costs.

3) Use CDB's change order forms, available from the Reference Library on the CDB website.

.3 **CMS May Not Proceed.** CMS reserves the right not to proceed with a proposed change.

.4 **Review and Acceptance.** The Contractor's proposal including all subcontractors' proposals will be reviewed by the A/E and CMS. CMS may issue a change order to incorporate the work into the contract upon their determination that the price is fair and reasonable. CMS reserves the right not to proceed with a proposed

change. Fully executed change orders will operate to preclude any further claims for compensation or time extension.

.5 **Commencement of Changed Work.** The Contractor shall not proceed with any changed work until an executed written change order or proceed order signed by the CMS Director. However, the Contractor must proceed with the changed work upon the receipt of such a document in accordance with Section 00 72 60.2.

.6 **Time Extensions.** The Contractor may request a time extension if a change order or the aggregate of the change orders impact the critical items on the current construction schedule. Time extension will be granted in a reasonable time and in accordance with the Article 00 72 10. If no time extension is requested, it will be deemed that the Contractor acknowledges that it can perform the changed work within the existing schedule.

01 29 00 PAYMENT PROCEDURES

01 29 73 SCHEDULE OF VALUES

.1 **Contractor's Schedule of Values (CSV).** The Contractor shall submit a schedule of values for approval by the A/E and CMS. This schedule of values is an itemized breakdown of the cost of the contractor's work. The schedule of values shall be submitted to the A/E fourteen calendar days prior to first application for payment. The Contractor shall:

A. Itemize overhead and profit, bonds, insurance, general requirements, mobilization.

B. Itemize by separate line item, the cost for work specified in each section of the quote package. Identify the work of Contractor's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.

C. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.

D. The sum of all items listed in the schedule should equal the order amount.

E. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed $1000, unless otherwise approved by the A/E and CMS and breakdown large amounts into increments that can be measured between pay periods.

F. Identify work performed by MBE/FBE subcontractors and suppliers.

G. Revise to indicate any changes in the order amount of subcontractors or suppliers not for change orders.

.2 **Listing Stored Material.** Any future payment for materials stored on-site or off-site will be limited to those materials listed in the schedule of values.

01 29 76 PROGRESS PAYMENT PROCEDURES

.1 **Progress Payments.** CMS may make periodic payments for portions of the work as determined by CMS in consultation with the Architect/Engineer. Applications for progress payments shall include:

A. Invoice-Voucher
B. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed)
C. Waiver(s) of Lien, on CDB forms
   1) Subcontractor and/or Supplier
   2) Prime Contractor
D. Warranties and Guarantees (if applicable)
E. Stored Material Log (SML Form) (if applicable): (See also 01 29 76.3)

1) Contractor evidence of title to such materials and equipment;
2) Certificate of insurance showing CMS as an additional insured and showing the amount of the insurance coverage for the stored materials for materials stored off-site.

.2 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

A. With respect to unit price work, take the number of units properly performed during the month times the unit cost of each item, less retainage of ten percent (10%) and subtract amounts, if any, for which CMS has withheld funds pursuant to its rights under any portion of the Contract Documents.

B. With respect to non-unit price work, take that portion of the Order Sum properly allocable to completed non-unit cost Work as determined by multiplying the percentage completion of each portion of the non-unit cost Work by the share of the total Order Sum allocated to that portion of the non-unit cost Work in the Schedule of Values, less retainage of ten percent (10%) and subtract the aggregate of previous payments made by CMS and subtract amounts, if any, for which CMS has withheld funds pursuant to its rights under any portion of the Contract Documents.

C. The Contractor's Costs shall be segregated and detailed in a manner satisfactory to CMS, with sufficient supporting documentation for CMS to evaluate the charges. The invoice shall indicate the percentage of completion of each portion of the Work, and the total Work, as of the end of the period covered by the invoice. The Schedule of Values shall be used as one basis for reviewing the invoice. Inadequately supported charges are subject to disallowance; however, CMS will make payments of the balance of the invoice when such amounts are approved. The invoice may include the cost of Contractor provided Materials not incorporated in the Work, but delivered and suitably stored at the Project location or at some other location if approved by CMS.

.3 **Stored Material.** CMS may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also 01 29 76.1.E).

A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by CMS.

B. The Contractor shall convey and submit title to such materials and equipment to CMS within seven calendar days after receipt of payment for the material and equipment. This title shall include an itemization of all parts, components, etc. and the quantity of each.

C. The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.

D. The Contractor shall suitably insure the materials and equipment. The Contractor shall submit a certificate of insurance showing CMS as an additional insured and showing the amount of the insurance coverage.

E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier by executing the SML.

F. Upon demand by CMS, the Contractor shall deliver paid for stored materials or equipment to the site and to CMS's possession, at the Contractor's expense.

G. If the paid for materials or equipment is in the possession of a subcontractor or supplier who is a fabricator that has added value to the materials or equipment, and the Contractor has not paid the fabricator for the added value, CMS may issue a joint check to the Contractor and fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and CMS's possession, at their expense. The fabricator shall provide a lien waiver within ten calendar days of payment. If the Contractor has been paid for the value added, but has refused to pay the fabricator, the amount shall be deducted as a set-off.

.4 **Lien Waivers.**

A. **Partial Lien Waivers.**

1) Lien waivers are not required with first payment application if payment is less than 50% of the order amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form.

2) Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract amount. Lien waivers are to be in the amount reflected on the CASS Form.

B. **Final Lien Waivers.** The Contractor's request for final payment shall include final lien waivers, on CMS forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The Contractor shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than $1000 unless otherwise requested by the A/E and/or CMS.

.5 **Payments to Subcontractors and Suppliers.** The Contractor shall pay each subcontractor and supplier promptly upon receipt of payment from CMS an amount equal to the percentage of total order completion allowed to the Contractor on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Prompt Payment Act (30 ILCS 540,74 IAC 900) requires payment to subcontractors and suppliers within fifteen calendar days of receipt.

A. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers.

B. CMS or the A/E may furnish to any subcontractor or supplier information regarding the percentage of work completed, which was used as the basis for payment or the amount of payment of work by such subcontractors or suppliers.

C. Any reduction of line item retention issued by CMS shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances upon the Contractor's request, the CMS may release all retention to subcontractors whose work may have been completed during the early stages of a project. The Contractor shall make and concur in such requests, and shall assume all liability for any incomplete or defective work of the subcontractors.

.6 **Title.** Title to all work, materials and equipment covered by a progress payment shall pass to CMS upon receipt of such payment by the Contractor. This provision shall not relieve the Contractor from the sole responsibility under the contract for all work, materials and equipment upon which payments have been made, maintaining insurance or for the restoration of all damaged work or as waiving the right of CMS to require fulfillment of all terms of the contract.

.7 **Retention.** CMS will retain 10% of each progress payment. After 50% of the work has been completed, CMS will reduce retention provided contractor is in compliance with all contract and order requirements, including MBE/FBE goals. Retention will not be reduced if the order is behind the approved schedule including extensions, or if substantial claims are outstanding against the Contractor or for other causes related to nonperformance.

.8 **Withholding of Payments.**

A. CMS may withhold payments in whole or in part, if it reasonably determines that:

1) The Contractor's work is not progressing in accordance with the most current approved construction schedule.
2) The work is not being performed in accordance with the contract and/or order documents.
3) The Contractor is failing to comply with any provisions of the contract and/or order.
4) The Contractor or a subcontractor is under investigation by the Illinois Department of Labor for possible failure to pay prevailing wage benefits in accordance with the contract and/or order documents.

B. Whenever CMS receives notice, pursuant to Illinois lien laws, in writing, of a claim of money due from the Contractor to any subcontractor, supplier, workers or employees for performance of work CMS may withhold the amount of such claim from the Contractor provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workers or employees nor as enlarging or altering the application or effect of existing lien laws.

C. CMS will notify the Contractor in writing and in accordance with the Prompt Payment Act or the offset provisions (if applicable) when any payments are withheld. In the event of any withholding, CMS will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

.9 **Payment Set Off.** When a Contractor is liable to CMS for money in connection with a project the Contractor has performed for CMS, CMS shall have the right to deduct money owed CMS from funds owing to the Contractor for any of its CMS projects, in accord with the State Comptroller Act, (15 ILCS 405/10.05).

.10 **Assignment of Contract/Claims.** CMS shall not be bound by any assignment by the Contractor to third parties of moneys due or to become due or of any other claims it may have under its contract, except where CMS consents in writing to be so bound.

.11 **Final Payment.** Upon acceptance of all work by CMS in accordance with the Article on final completion, the remaining balance of the order sum, including retainage, will be paid upon presentation of:

A. Certificate of Final Acceptance;
B. Invoice-voucher;
C. Contractor's Affidavit and Sworn Statement (CASS Form);
D. Contractor's Final Declaration (CFD Form);
   1) Surety's Power of Attorney;
   2) Jurat (Notary's Statement Authenticating Signature);
E. Final Waiver(s) of Lien;
   1) Contractor in full amount of its order as reflected on the CASS form;
   2) Subcontractor(s)/Supplier(s) in the full amount of their contracts as reflected on the CASS form;
F. Stored Material Log (SML Form) (if applicable);
G. Warranties and Guarantees for punch list items;
H. Certification of Operating and Training Instruction (if applicable); and
I. Copy of transmittal letter to A/E for as-built (record) drawings and O & M Manuals.

01 31 00 COORDINATION OF EQUIPMENT AND UTILITIES

.1 Each Contractor shall coordinate installation of equipment, devices and wiring to ensure proper location and function of equipment or systems. Each Contractor shall provide interconnection diagrams to other contractors for water, gas, electric, sewer, air or other services. The Contractor shall locate all equipment, devices, or other materials to avoid interference with work installed by other contractors.

.2 Each Contractor, unless otherwise specified, shall provide the following:

A. internal wiring of equipment provided by that Contractor;
B. interconnecting wiring for items composed of more than one piece, provided by same Contractor; and
C. wiring of accessory items considered an integral part of equipment, device or system, provided by same Contractor.

.3 Each Contractor that furnishes or installs equipment specified to be connected by the electrical contractor shall provide complete wiring diagrams to the electrical contractor.

.4 Each Contractor shall provide openings for its own work unless stated otherwise. The Contractor shall coordinate openings in walls, floors, ceilings, foundations, slabs on grade or roofs with the other contractors.

.5 The space priority for installation of the work is as follows:

A. recessed light fixtures;
B. medium pressure duct work;
C. low pressure duct work;
D. sprinkler piping;
E. soil, waste, vent & storm piping;
F. domestic water piping;
G. electrical conduit; and
H. exceptions: Plumbing lines below or behind plumbing fixtures shall have precedence over all other work. Electrical conduit above or below switchgear, panel boards and control panels shall have precedence over all other work. Contractors shall not install any fluid conveying piping over electrical or elevator equipment.

.6 Each Contractor shall comply with clear space requirements of the National Electrical Code.

01 31 20 PROJECT MEETINGS

01 31 21 GENERAL REQUIREMENTS.

Each Contractor shall attend all preconstruction, pay/progress and coordination meetings. The Contractor shall ensure the attendance of its subcontractors and suppliers when required for coordination.

01 31 22 PRECONSTRUCTION CONFERENCES.

CMS will schedule after notice of award. Attendance will include CMS, Contractors, the A/E, and major subcontractors when requested by CMS.

01 31 23 PAYMENT AND PROGRESS MEETINGS.

CMS will schedule and administer payment and progress meetings. A/E will distribute written notice and agenda in advance of the meeting date. The A/E shall also record and distribute minutes of the meeting to participants within seven (7) calendar days.

01 31 25 NOTIFICATION AND INSPECTIONS.

.1 **Notification and Preliminary Inspection.** The contractor shall provide written notification to the A/E that the work, or a designated portion thereof, is substantially complete. This notification shall include a list of any incomplete items. The A/E shall then make a preliminary inspection of the work and preliminary punch list. If the A/E is in agreement with the contractor, the A/E shall notify the CMS PM Team that a substantial completion inspection meeting is warranted.

The A/E shall prepare the certificate of substantial completion with the completed punch list and forward the package to the coordinating contractor and each assigned contractor.

.2 **Notification and Final Inspection.** Upon contractor notification, the A/E shall make an inspection of the completed work. If the A/E is in agreement with the contractor that all of its work is complete, the A/E shall notify the CMS PM Team that a final acceptance meeting is warranted.

A. When the work is confirmed as finally accepted by the A/E and CMS, the A/E shall prepare and issue a Certificate of Final Acceptance to each contractor.

B. The A/E shall expedite the closeout and final payment for each contractor as they complete their contractual obligations.

01 32 00 CONSTRUCTION PROGRESS SCHEDULES

.1 **General.** The Contractor shall provide a critical path method, or such other type of schedule as CMS and the A/E may approve, and periodic updating thereof and other necessary schedules (all of which are collectively referred to as the "Progress Schedule") in the interest of completing the project in the most expeditious and economical manner. Within thirty (30) calendar days after execution of an order, the Contractor shall prepare and submit for CMS's approval the Progress Schedule for the work. The Progress Schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to CMS' approval. The Progress Schedule shall encompass all of the work of all trades necessary for the construction of the project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis.

.2 **Inclusions.** The Progress Schedule shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Work, subject to CMS' approval. The Progress Schedule shall encompass all of the work of all trades necessary for the construction of the project and shall be sufficiently complete and comprehensive to enable progress to be monitored on a weekly basis. The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Submittal and approval of shop drawings and samples and delivery dates of critical material or equipment shall be included in the master project schedule.

.3 **Updates.** The schedule shall be updated monthly and include actual dates of completed tasks.

.4 **Preparation.** The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the quote package.

.5 **Reports.** The Contractors shall report in writing on a monthly basis any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes in the schedules.

.6 **Failure to Schedule.** Payment and reduction of retainage may be denied by CMS for the failure to submit and maintain a proper schedule.

.7 **Reviews.** The A/E and CMS may review and comment on the schedule and may also attend any scheduling and update meetings. The Contractors shall maintain the schedule as directed by the A/E and/or CMS for compliance with the requirements herein. Neither the A/E's nor CMS's review and comments shall indicate approval or disapproval of the schedule. Since the schedule is dependent on the Contractors proprietary information and commitments, the A/E and CMS cannot, and will not, warrant the schedule to be correct and sufficient to meet the required contract time(s).

.8 The parties acknowledge and agree that notwithstanding any theoretical delays or theoretical extensions of time for Substantial Completion (as such term is defined in sections 01 76 00.1 and 07 77 13.1 below), as may be shown on the Progress Schedule, any Interim Completion Dates (as such term is defined in section 01 76 00.1 below) and the Substantial Completion Date shall be governed by this Agreement and shall be extended only in accordance with the procedures set forth herein.

01 35 00 SAFETY AND SECURITY

01 35 23 FIRE SAFETY

Contractors shall not burn debris and waste on the site. Open flame heaters shall not be used without the approval of the A/E, and only when maintained under constant supervision.

01 35 24 INTERIM LIFE SAFETY MEASURES

.1 Each Contractor shall be responsible, as it may relate to its work, for preserving the fire safety integrity of existing facilities which are occupied during construction. The following actions shall be taken when applicable to compensate for any hazards posed by contract activities.

A. Ensuring that required exits are free of any obstructions.
B. Ensuring free and unobstructed access to emergency departments/services and emergency forces.
C. Ensuring that fire alarm, detection, and suppression systems, not specified to be disconnected, are not impaired. Temporary systems shall be provided when any fire system is impaired.
D. Ensuring that temporary construction partitions are smoke tight and built of non-combustible materials.
E. Ensuring compliance with applicable user agency regulations regarding the use of open flames and smoking.

01 35 53 SITE SECURITY

.1 Each Contractor shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.

.2 Each Contractor shall protect the work, stored materials, and construction equipment from theft and vandalism. At CMS occupied sites, the Contractor shall protect CMS's operations from theft, vandalism or damage from the Contractor's work.

.3 Site security shall commence upon initial mobilization of the work and be maintained until substantial completion.

01 40 00 MATERIALS AND TESTING

01 43 10 MATERIALS AND WORKMANSHIP

.1 **New Products.** Unless otherwise specifically provided in the quote package documents, all materials, equipment and products incorporated in the work under the contract shall be new and of a suitable grade for the purpose intended. Shopworn materials, prototypes and discontinued models are not acceptable.

.2 **Skilled and Workmanlike Manner.** All work under the contract shall be performed in a skillful and workmanlike manner.

01 45 16 INSPECTION AND TESTING

.1 **General.** The work will be subject to inspection and testing by CMS or the A/E at all reasonable times and at all places. All such inspections and testing will be conducted in such manner as not to unreasonably delay the work or increase the cost of performance. The Contractor shall provide, without additional compensation all facilities, labor and material reasonably necessary for such safe and convenient inspection and testing as is required.

.2 **Timely Notice.** When layouts of the building and site work are to be made or when the contract, order or Federal or State laws require any work to be tested or approved, or if work not yet inspected is to be covered, the Contractor shall give the A/E timely notice of the work's readiness for inspection. If inspection is to be made by an authority other than the A/E, the Contractor shall promptly notify the A/E of the date and time fixed for such inspection.

.3 **Uncovering of Work.** Work covered without consent of the Architect/Engineer shall, upon their request be uncovered for examination and recovered at the Contractor's expense. Work covered with the consent of the A/E shall, upon their request, be uncovered for examination. If such work is found to be in accordance with the contract, the order sum and order time will be increased in accordance with these documents. The uncovering and recovering shall be at the Contractor's expense if such work is found not in accordance with the order.

.4 **Correction of Work.** Without additional compensation, the Contractor shall promptly correct all work rejected as defective or as failing to conform to the contract documents unless CMS agrees to accept such work with an appropriate reduction in the order sum. If the Contractor does not promptly correct rejected work, CMS may repair or replace such work in accordance with its right to carry out the work as specified herein.

01 45 23 CONSTRUCTION TESTS

.1 CMS will, unless specified otherwise, contract with the A/E to employ and pay for construction tests specified in the contract documents. The employment of a testing firm does not relieve the Contractor's obligations to perform work in accord with the contract.

.2 Notify the testing firm and the A/E in advance of operations to allow for scheduling of tests. The testing firm will obtain written acknowledgment of each inspection or test from the Contractor and shall promptly notify A/E and Contractor of deficiencies in the work.

.3 The testing firm is not authorized to alter contract requirements, approve or reject any portion of work, or perform any duties of the Contractor.

.4 The Contractor shall:

A. Cooperate with laboratory personnel; provide access to work, and manufacturer's operations; provide samples of materials to be tested, copies of mill test reports, and verification of compliance with contract requirements for materials and equipment; and furnish labor and facilities to provide access to work, to obtain and handle samples, to facilitate inspections and tests, and for a laboratory's exclusive use for storage and curing of test samples.

B. Correct work which is defective or which fails to conform to the contract documents. Corrective work shall not delay the project schedule or the work of other contractors. Pay all costs of retesting when test results indicate a noncompliance with contract requirements.

C. Patch all surfaces and areas disturbed by testing operations.

.5 Additional construction testing requirements are set forth in the Specifications.

01 50 00 TEMPORARY FACILITIES AND CONTROLS

01 51 00 TEMPORARY UTILITIES

This section is not applicable and has been deleted.

01 52 00 FIELD OFFICES

This section is not applicable and has been deleted.

01 54 00 CONSTRUCTION AIDS.

Each Contractor is responsible for providing and maintaining all the construction aids required for its work. The A/E's review is required for any aids, such as enclosures or barriers that may damage other work. The Contractor is responsible for any repair of any damage to the work or the existing facility caused by any construction aids.

01 55 00 ACCESS ROADS AND TRAFFIC CONTROLS

.1 **Temporary Access:** Contractor (shall provide and/or maintain vehicular access to site and within site construct and maintain roads, drives, walk, and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas and other areas required for execution of the orders, locate as specified or as approved by the A/E.

.2 **Existing Pavements:** Maintain existing construction. Do not allow heavy vehicles or construction equipment in parking areas. Repair or replace all portions damaged during construction work progress. Restore to original or specified condition prior to final acceptance.

.3 **Traffic Control:** Contractor shall provide and maintain equipment traffic control and protective devices to expedite the work. Comply with IDOT regulations for public roads and construction sites.

Additional or modified requirements may be listed and/or referenced in Specifications of the Quote Package and/or Construction Package.

01 56 00 BARRIERS AND ENCLOSURES

Refer to the construction package for barriers and enclosure requirements.

01 56 39 TREE AND PLANT PROTECTION

.1 The Contractor shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The responsible contractor shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.

.2 Additional or modified requirements may be listed and/or referenced in Specifications of the Quote Package and/or Construction Package.

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

.1 Each Contractor (provides controls over environmental conditions at the construction site and maintain until substantial completion.

.2 **Dust Control.** Provide dust control materials to minimize dust from construction operations.

.3 **Water Control.** Control surface water to prevent ponding or damage to the project, the site or adjoining

properties. Provide, operate and maintain pumps as required.

.4 **Pest Control.** Provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of a proposed program to A/E with a copy to CMS.

.5 **Pollution Control.** Prevent the discharge of noxious substances from construction operations. Provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. Take measures necessary to prevent pollutants from entering public waters.

.6 **Erosion Control.** Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas and to prevent erosion and sedimentation. Provide temporary control measures such as berms, dikes and drains. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.

.7 **NPDES Permits.** When applicable, cooperate with A/E and CMS in obtaining and complying with National Pollutant Discharge Elimination System permits.

.8 **Vegetation Control.** Vegetation shall be cut to eight inches maximum height and trimmed close to fences, buildings and other obstacles.

Additional or modified requirements may be listed and/or referenced in Specifications of the Quote Package and/or Construction Package.

01 58 00 SIGNAGE

.1 All construction signage, including, but not limited to, that appearing on construction equipment located at the Project Location, shall be subject to the prior written approval of CMS. The Contractor recognizes that all signage may be disallowed, in CMS' sole discretion, and that pre-existing signage or advertising on construction equipment, field offices, trailers, construction fences, etc. may be required to be replaced, masked or deleted, all at no cost or expense to CMS.

.2 Contractor acknowledges that Contractor is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign(s) satisfactory to CMS and the National Telecommunications and Information Administration that identifies the Project and indicates that the Project is federally funded and must features the primary emblem of the Recovery Act throughout the construction phase and that the signage must be displayed in a prominent location as determined by CMS. The primary emblem must be displayed at a size at least six inches in diameter. Contractor may be required to follow additional instruction regarding signage specifications by the CMS.

.3 Contractor acknowledges that Contractor is responsible for properly posting all required Fair Labor Standards Act, Davis-Bacon Act, Whistleblower provisions and any other federally required posters concerning labor and wages.

01 60 00 PRODUCT REQUIREMENTS

01 61 10 PROHIBITED PRODUCTS

.1 CMS has determined that certain products shall not be incorporated into the project. The Contractor shall not introduce these products into his work. The Contractor shall notify the A/E and CMS when the contract documents specify the use of these products. These products are:

A. Asbestos containing material
B. Fire-retardant treated structural lumber, especially in attic spaces
C. Fire-retardant treated plywood
D. Lead based paint

E. CFC's
F. PCB's

01 66 00 STORAGE AND PROTECTION

Material Storage. Unless otherwise specified in the quote package, each Contractor shall provide and maintain storage, protection and security for stored materials and equipment on and off the site. The Contractor shall comply with manufacturers' recommendations. Storage shall be where authorized by A/E.

01 73 00 EXECUTION

01 73 29 CUTTING AND PATCHING

.1 This Article applies to installation of new work, remodeling, testing and uncovering of potentialty defective work. Unless otherwise specified in the contract documents, each contractor will provide its own cutting and patching.

.2 Prior to cutting which affects structural members, safety of project, or work of other contractors or subcontractors, submit written notice to A/E.

.3 Provide shoring, bracing and support. Protect other portions of the project, and provide protection from elements.

.4 Restore work which has been cut or removed. Refinish entire surfaces as necessary to provide an even finish.

01 74 00 PROJECT CLEANING

01 74 13 CONSTRUCTION CLEANING

.1 Each Contractor shall provide regular cleaning and disposal of construction waste from the project site. Provide covered containers for deposit of waste and rubbish.

.2 Remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.

.3 Clean interior areas prior to start of surface finishing. Maintain to protect new finishes.

.4 Coordinating Contractor may coordinate construction cleaning with each contractor. Should any contractor fail to provide cleaning, then the coordinating contractor may provide it and back charge the assigned contractors a proportion of the costs.

01 74 23 FINAL CLEANING

.1 At completion of work, or when directed by the A/E (, remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials. Contractor shall supervise and coordinate the cleaning operations of all subcontractors.

.2 Maintain until project or designated portion is accepted by CMS.

01 75 00 STARTING OF SYSTEMS/COMMISSIONING

Each Contractor shall conduct a thorough and systematic performance test of each element and total system in the presence of the A/E. Demonstrate that all systems comply with the requirements of the quote package. Correct or adjust all deficiencies in operation and retest as directed by A/E.

01 76 00 TIME FOR PERFORMANCE

.1 Within ten (10) calendar days from receipt of an Authorization to Proceed, the Contractor shall commence performance of the work and shall thereafter diligently proceed with the performance thereof to completion and shall complete the performance of the entire work within the number of calendar days shown in the Project Summary (said number of days being referred to as the "Contract Time") following Contractor's receipt of the Authorization to Proceed. The Contractor shall attain Substantial Completion during the Contract Time. The "Substantial Completion Date" shall be the date when Contractor actually attains Substantial Completion.

.2 In addition to Substantial Completion and Final Completion as defined in Section 01 77 13.1, the Contractor shall complete and make available to CMS certain portions of the work no later than the dates indicated on the Progress Schedule ("Interim Completion Dates"). The Contractor acknowledges that such Interim Completion Dates are essential to CMS' plans and therefore time is of the essence in meeting said Interim Completion Dates. If the work is not on schedule for any reason within the control or responsibility of the Contractor, the Contractor shall, if necessary, increase its manpower or work such overtime as is required to bring the work back within the Progress Schedule. Such additional efforts shall not be chargeable to CMS or the Project.

.3 CMS may direct the Contractor to expedite the work by whatever means the Contractor may use, including, without limitation, increasing manpower or working overtime to bring the work back within the Progress Schedule. If the expediting of Work is required due to reasons within the control or responsibility of the Contractor, then the additional costs incurred shall not be chargeable to the CMS or the Project.

01 77 00 CLOSEOUT PROCEDURES

01 77 13 SUBSTANTIAL COMPLETION

.1 "Substantial Completion" shall be defined to include all work (exclusive of minor items of unfinished Work, which do not preclude beneficial use of the premises for its intended purpose) required to complete the Work set forth in the construction package. The date of Substantial Completion shall be determined by CMS with the A/E's assistance. The Contractor shall have thirty (30) calendar days after the date of Substantial Completion within which to complete all remaining work required by the construction package (the completion of all such work, including any Work unfinished at the date of Substantial Completion, and the fulfillment of all requirements of the construction package being referred to herein as "Final Completion").

.2 In the event the remaining Work is not completed or the Contractor has not demonstrated to CMS that a "good faith" effort has been made to complete said remaining Work or Contractor's efforts to complete said Work are not being diligently pursued within said thirty (30) calendar days, Liquidated Damages, as defined and explained in Section 00 72 75 herein, will be charged against the Contractor. Time is of the essence in the performance of the Work.

.3 When Contractor considers work substantially complete, and after building commissioning and training, submit written notice that work, or designated portion thereof, is substantially complete. Include a Contractor prepared list of items to be completed or corrected along with all submittals required for substantial completion: record of user training and commissioning, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule.

.4 The A/E will make a preliminary inspection within seven (7) business days after receipt of Contractor's notice. If A/E determines that work is substantially complete, the A/E will schedule a substantial completion inspection to be attended by CMS, A/E, and contractors.

.5 Following the inspection, the A/E will prepare and process a substantial completion package that contains:

A. certificate of substantial completion;
B. date of substantial completion;
C. punch list of items to be completed or corrected;

D. the time within which punch list items shall be completed or corrected;
E. date and time CMS will take occupancy of the project;
F. signatures, indicating approval of: A/E, Contractor(s), and CMS.

.6 The Contractor shall complete all work listed for completion or correction within thirty (30) calendar days after the date of Substantial Completion. Perform final cleaning. CMS will occupy the project or designated portions under provisions stated in the certificate of substantial completion.

.7 **Acceptance.** A certificate of substantial completion will be submitted to the Contractor for its written acceptance when CMS determines that the work is substantially complete. The certificate will establish the date of substantial completion, the responsibilities of CMS and the Contractor for security, maintenance, heat, utilities and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The certificate of substantial completion will constitute acceptance of the work except for items included on the punch list. The Contractor shall complete all work enumerated on the punch list within the time limit specified in the certificate of substantial completion. When the Contractor has completed the items on the punch list, it shall provide within seven (7) calendar days a written notice of final completion. The A/E, together with CMS, will promptly inspect the work. A certificate of final acceptance will be issued which will constitute acceptance of all work when CMS determines that all work, including all punch list items is complete. Acceptance will not bar claims of CMS under the warranty Article contained herein.

01 77 19 FINAL COMPLETION

.1 The Contractor shall submit written declaration that the work complies with all aspects of contract documents and construction package and that all items on substantial completion punch list have been completed. Certify that all adjustments to materials, equipment or systems as a result of building commissioning, are complete. Remove all tools, construction equipment and surplus materials.

.2 Submit the following:

A. Project Record Documents
B. Certificates of inspection for elevators, boilers, plumbing, and systems which require local government inspection.
C. Warranties for punch list items.

.3 The A/E will make final inspection with Contractor to verify completion. When A/E considers that all work is finally complete, contract closeout documents shall be prepared.

01 78 00 CLOSEOUT SUBMITTALS

01 78 23 OPERATING AND MAINTENANCE MANUALS

.1 Each Contractor shall compile data related to the maintenance and operation of products and equipment provided under the contract into an Operations & Maintenance Manual. Provide O & M information for products included in the Specifications. Submit two copies of each manual.

A. Printed Manual. Each manual shall include a typewritten table of contents for each volume.

B. Electronic Manual. With the concurrence of the CMS PM, contractor may submit O & M information on a CD. Confer with the PM and User regarding format and organization of the CD.

.2 **For Each Product.** Include the name, address and telephone number of subcontractor, maintenance contractor, and parts vendor. Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams. Include a copy of each warranty, bond, and service contract.

.3 **For Materials and Finishes.** Provide full information on products, including catalog number, size, composition, color and texture designations, and information for reordering special-manufactured products. Provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedule.

.4 **For Equipment & Systems.** Provide operating characteristics and limiting conditions; performance curves, engineering data, and tests.

A. Include operating procedures: start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; maintenance procedures; servicing and lubrication schedule.

B. Provide manufacturer's operating and maintenance instructions; sequence of operation by control manufacturer; manufacturer's parts list, illustrations, assembly drawings, and diagrams for maintenance; predicted life of parts subject to wear; recommended spare parts.

C. Provide as-installed control diagrams by control manufacturer. Each Contractor's coordination drawings with color-coded piping diagrams and charts of valve tag numbers, with location and function of each valve.

.5 **For Electric and Electronic Systems.** Provide circuit directories of panel boards and color-coded wiring diagrams.

.6 **Submittal.** When contract is assigned, Contractor will send submittals to Coordinating Contractor for submittal to A/E, otherwise submittals are to be sent directly to A/E.

01 78 36 WARRANTIES AND BONDS

.1 **General.** Contractor represents and warrants that it is familiar with, and experienced in performing, work of this scope and complexity as the work required under the Contract Documents. The Contractor warrants that all work provided under the contract will be in conformance with the contract and free from defects in workmanship, materials, and equipment for a period of one year or such longer period as may be specified in the contract documents, except as provided below. Warranty time periods shall commence with the date of CMS acceptance of the certificate of substantial completion of the whole, or any part of the project. The warranty time period for any incomplete or uncorrected work including punch list work at the time of substantial completion shall commence with the date of final completion.

.2 **Extended Warranties.** The responsible Contractor warrants that its workmanship, materials and equipment for those building systems subject to seasonal loads will be in conformance with the contract and free from defects for a period of two years, commencing with the date of the certificate of substantial completion.

.3 **Latent Defects.** On demand by CMS at any time within the ten year period following substantial completion or final acceptance, if applicable, the Contractor shall promptly repair or replace all defective or non-conforming work resulting from, or constituting, latent defects, fraud, fraudulent concealment or gross negligence. CMS will give timely notice of such defects.

.4 **Prompt Repair.** Upon notice from CMS of such defects or non-conforming work, the Contractor shall promptly visit the site in the company of CMS's representative to determine the extent of all defects or nonconforming work. The Contractor shall provide all labor, material and equipment to promptly repair or replace the defective or non-conforming work. The repair shall include all adjacent work not necessarily provided by the Contractor but damaged as a result of such defects or non-conforming work or as a result of remedying them. If the Contractor does not promptly repair or replace defective or non-conforming work, CMS may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and shall be warranted by the Contractor in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.

.5 **Commercial Warranties.** The Contractor shall deliver all commercial warranties received from manufacturers prior to final completion but this shall not reduce Contractor's obligations under this Article.

.6 **Submittal.** Each Contractor shall assemble executed warranties and bonds. Submittals are to be sent directly to A/E for approval and transmittal to CMS.

01 78 39 PROJECT RECORD DOCUMENTS

.1 Maintain, protect and keep current the following; one copy of contract drawings, Specifications, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.

.2 Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.

.3 Make documents available at all times for inspection by A/E and CMS.

.4 **Submittal.** Contractor will deliver record documents, including as-built drawings, to A/E. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.

01 79 00 TRAINING

Provide formal training in operation and maintenance of all building systems. Provide O & M manuals to serve as the basis for CMS training. Submit records of dates, duration of each training session, material covered, and documented attendance of CMS and A/E.

ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
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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 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
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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)

X 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. [X] **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 Company

Address: 7811 S. Stony Island, Chicago, Il 60649

E-mail: kddinkins@taylorelectricco.com

Contact Person: Kendra D. Dinkins Phone: 773-346-5768

Dollar Amount Participation: $ 146,500.00

Percent Amount of Participation: 30.3 %

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

MBE/WBE Firm: Metromex

Address: 9550 Sergo Drive, Suite 100, McCook, Il 60525

E-mail: Metromex1@aol.com

Contact Person: Federico Rojas Phone: 708-485-3000

Dollar Amount Participation: $ 23,000.00

Percent Amount of Participation: 4.75 %

*Letter of Intent attached? Yes _____ 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.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Metromex

Certifying Agency: IDOT

Address: 9550 Sergo Drive, Suite 100

Certification Expiration Date: 5/24/2016

City/State: McCook, IL Zip 60525

FEIN #: 36-3816412

Phone: 708-485-3000 Fax: 708-485-3011

Contact Person: Federico Rojas

Email: Metromex1@aol.com

Contract #: 1430-13756

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor: _____

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

pavement restoration

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

4.75

(If more space is needed to fully describe M/WBE 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 (*M/WBE*)

FEDERICO ROJAS

Print Name

METROMEX CONTRACTORS INC.

Firm Name

July 3 2014

Date

Signature (*Prime Bidder/Proposer*)

Frank A. Lizzadro

Print Name

Meade, Inc.

Firm Name

7/9/14

Date

Subscribed and sworn before me

this 3 day of JULY, 2014.

Notary Public

SEAL

OFFICIAL SEAL
YOLANDA OCAMPO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/8/2017

Subscribed and sworn before me

this 9th day of July, 2014.

Notary Public

SEAL

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/19/18

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Taylor Electric Company

Certifying Agency: CMS

Address: 7811 S. Stony Island

Certification Expiration Date: 12/1/14

City/State: Chicago, IL Zip 60649

FEIN #: 36-2791520

Phone: 773-346-5768 Fax:

Contact Person: Kendra D. Dinkins

Email: kddinkins@taylorelectricco.com

Contract #: 1430-13756 773-346-5768 (Phone)

Participation: [X] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [ ] Yes – Please attach explanation. Proposed Subcontractor:

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

Underground construction for the installation of fiber optics

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

30.3

(If more space is needed to fully describe M/WBE 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 (*M/WBE*)

Kendra Dinkins
Print Name

Taylor Electric Company, Inc
Firm Name

6/27/14
Date

Subscribed and sworn before me

this 27th day of June, 20 14.

Notary Public

SEAL

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
KAREN DINKINS
MY COMMISSION EXPIRES
AUGUST 31, 2014

Signature (*Prime Bidder/Proposer*)

Frank A. Lizzadro
Print Name

Meade, Inc.
Firm Name

6/30/14
Date

Subscribed and sworn before me

this 30th day of June, 20 14.

Notary Public

SEAL

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/19/18

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
6850 W. 62nd St., Chicago, IL 60638
5401 W. Harrison St., Chicago, IL 60644
977 W. Cermak Road, Chicago, IL 60608

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

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 next page

(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	5419 W Harrison Street
16-16-301-017-0000	5333 W Harrison Street
16-16-301-018-0000	5331 W Harrison Street
16-16-301-019-0000	5329 W Harrison Street
16-16-301-020-0000	5325 W Harrison Street
16-16-301-021-0000	5323 W Harrison Street
16-16-301-022-0000	5321 W Harrison Street
16-16-301-025-0000	5313 W Harrison Street
16-16-301-026-0000	5309 W Harrison Street
16-16-301-046-0000	5417 W Harrison Street
16-16-301-048-0000	5401 W Harrison Street
16-16-301-050-0000	1300 W Flournoy Street
16-16-301-051-0000	1336 W Flournoy Street
16-16-301-052-0000	5337 W Harrison Street
16-16-301-053-0000	1350 W Flournoy Street

19-18-303-005-0000
19-18-303-006-0000
19-18-303-007-0000

COMMON ADDRESS: 6850 W. 62nd STREET, CHICAGO IL 60638

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 only 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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] 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 [X] 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 60523	100% (parent)

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 [X] 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):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

Frank A. Lizzadro — President

Name of Authorized Applicant/Holder Representative (please print or type) — Title

Signature — Date

fal@meade100.com — 708-588-2594

E-mail address — Phone Number

Subscribed to and sworn before me this 1st day of July, 2014

My commission expires:

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 06/19/18

X _____
Notary Public Signature

Notary Seal

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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- 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: Frank A. Lizzadro Title: President

Business Entity Name: Meade, Inc. Phone: 708-588-2500

Business Entity Address: 9550 W. 55th Street, Suite A, McCook, 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.

__X__ 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.

_____ 7/1/14

Owner/Employee's Signature Date

Subscribe and sworn before me this 1st Day of July, 2014

a Notary Public in and for Cook County

_____

(Signature)

NOTARY PUBLIC SEAL

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/19/18

My Commission expires 5/19/18

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

RESOLUTION

I, ALAN L. SHULMAN, Asst. 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 2, 2013 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:

CEO	-	FRANK J. LIZZADRO
PRESIDENT	-	FRANK A. LIZZADRO
VICE PRESIDENT	-	DAVID A. LEALI
VICE PRESIDENT	-	MICHAEL K. KNUTSON
VICE PRESIDENT	-	JOSEPH VAN GUNDY III
SECRETARY/TREASURER	-	JOHN S. LIZZADRO, SR.
ASSISTANT SECRETARY	-	ALAN L. SHULMAN
CONTRACT ADM.	-	JOHN S. GUZIK
SUPERINTENDENT	-	PAUL J. NABER
SENIOR ESTIMATOR	-	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.

CEO	-	FRANK J. LIZZADRO
PRESIDENT	-	FRANK A. LIZZADRO
VICE PRESIDENT	-	DAVID A. LEALI
VICE PRESIDENT	-	MICHAEL K. KNUTSON
VICE PRESIDENT	-	JOSEPH VAN GUNDY III
SECRETARY/TREASURER	-	JOHN S. LIZZADRO, SR.
ASSISTANT SECRETARY	-	ALAN L. SHULMAN
CONTRACT ADM.	-	JOHN S. GUZIK
SUPERINTENDENT	-	PAUL J. NABER

SENIOR ESTIMATOR	-	FRANK J. HUCKIN
EST. GROUP MANAGER	-	THEODORE C. CZAJA
ASST. EST. GROUP MGR	-	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 2ND day of January, 2013.

seal

Alan L. Shulman
Asst. Secretary

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 Street, Suite A

McCook, IL 60525

BUSINESS TELEPHONE: 708-588-2594 FAX NUMBER: 708-588-6228

CONTACT PERSON: Mike Knutson

FEIN: 27-4060761 *IL CORPORATE FILE NUMBER: 6762-295-2

LIST THE FOLLOWING CORPORATE OFFICERS:

CEO: Frank J. Lizzadro

PRESIDENT: Frank A. Lizzadro VICE PRESIDENT: Michael K. Knutson, David A. Leali, Joe VanGundy III

SECRETARY: John S. Lizzadro, Sr. TREASURER: John S. Lizzadro, Sr.

**SIGNATURE OF PRESIDENT:

ATTEST: David A. Leali / Ass't (CORPORATE SECRETARY)

Subscribed and sworn to before me this

1ST day of July, 2014.

My commission expires: 05/19/18

"OFFICIAL SEAL"
JOAN T. MASELLI
Notary Public, State of Illinois
My Commission Expires 05/19/18

X Joan T. Maselli
Notary Public Signature

Notary Seal

* **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.**

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM

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:

Shm G. M
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 28 DAY OF July ,20 14.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1430-13756

OR

ITEM(S), SECTION(S), PART(S):_____

_____

TOTAL AMOUNT OF CONTRACT: $ 483,450.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 23 2014

COM_____

APPROVED AS TO FORM:

Not Required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)