

FISCAL YEAR 2022 BUDGET AMENDMENT REQUEST

PRIOR YEAR CARRYOVER REQUEST

Q1

Submitted by: Diane Stanislavski

Title: Budget Revenue Analyst

	Prior Yr. Budget From	Current Yr. Budget To	Prior Yr. <u>Budget</u>	Prior Yr. <u>Unspent</u>		Current Yr. <u>Budget</u>	Requested <u>C/O Amount</u>	Recommended Current Yr. <u>Amended</u>
	<u>GL #</u>	<u>GL #</u>						
	1001-43720-753-530660	1001-43720-753-530660	160,000	160,000		60,000	45,000	105,000
Account Descriptions	General Contractuals	General Contractuals						
Budget Page #	169	162						

Explanation Below

The Public Works Department is requesting a carryover of \$45,000.00 from the 2021 Street Light General Contractuals for the completion of the fiber optic cable repairs.

On September 20, 2021, the Village Board approved an Independent Contractor Agreement with Western Utility, LLC for Emergency Fiber Optic Cable Repair in an amount not to exceed 60,000.00. Western Utility was directed to repair fiber optic cable at 2 locations, 700 Madison St and 1000 N. Ridgeland, in late October of 2021, estimated to cost \$45,000.00. Due to the back order of needed parts, work on site did not begin until the middle of January of 2022.



Office of the Secretary of State Jesse White

ilsos.gov

Corporation/LLC Search/Certificate of Good Standing

LLC File Detail Report

File Number	04813197
Entity Name	WESTERN UTILITY LLC
Status	ACTIVE

Entity Information

Principal Office
2565 PALMER AVE.
UNIVERSITY PARK, IL 60484

Entity Type
LLC

Type of LLC
Foreign

Organization/Admission Date
Thursday, 7 August 2014

Jurisdiction
DE

Duration
PERPETUAL

Agent Information

Name ILLINOIS CORPORATION SERVICE COMPANY
Address 801 ADLAI STEVENSON DRIVE SPRINGFIELD , IL 62703
Change Date Friday, 20 March 2020

Annual Report
For Year 2021
Filing Date Monday, 2 August 2021

Managers
Name Address HYLAN INTERMEDIATE HOLDINGS II, LLC 101 CRAWFORDS CRN RD STE 2308 HOLMDEL, NJ 07733

Series Name
NOT AUTHORIZED TO ESTABLISH SERIES

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

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Thu Apr 14 2022



Item AB
Approved

[Sign In](#)

Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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File #: RES 21-217

Name:

Type: Resolution

Status:

Consent Agenda

In control:

President and Board of Trustees

On agenda: 9/20/2021

Final action:

Title: A Resolution Approving an Independent Contractor Agreement with Western Utility, LLC for Emergency Fiber Optic Cable Repair Services in an Amount Not to Exceed \$60,000.00 and Authorizing its Execution

Attachments: 1. Resolution-Western Utility LLC-Fiber Repairs, 2. Independent Contractor Agreement-Western Utility LLC-Fiber Repairs, 3. Attachment-Bid Summary-Fiber Repairs, 4. Attachment-Western Utility Bid, 5. Attachment Certificate of Good Standing Western Utility, 6. Attachment-Emergency Fiber Optic Cable Repair Rates RFB 21-135, 7. Attachment-Addendum #1 Emergency Fiber Optic Cable Repair Rates 21-135, 8. Attachment-Addendum #2 Emergency Fiber Optic Cable Repair Rates 21-135, 9. Attachment-Addendum #3 Emergency Fiber Optic Cable Repair rates 21-135

[History \(0\)](#) [Text](#)

Submitted By

John P. Wielebnicki, Public Works Director

Reviewed By

AMZ

Agenda Item Title

A Resolution Approving an Independent Contractor Agreement with Western Utility, LLC for Emergency Fiber Optic Cable Repair Services in an Amount Not to Exceed \$60,000.00 and Authorizing its Execution

Overview

The Public Works Department is responsible for the repair of the Village's fiber optic systems. Since this is specialized work a contractor is utilized for all repairs. This item provides for an agreement with Western Utility, LLC for emergency fiber optic system repair services in 2021

Recommendation

Approve the Resolution.

Fiscal Impact

The Fiscal Year 2021 General Fund, Street Lighting budget provides \$60,000.00 for emergency fiber optic cable repair services in the General Contractuals account no. 1001-43720-753-530660.

Background

The Village is responsible for the maintenance of fiber optic cabling systems which includes the communication to Village facilities such as the Village Hall, water pumping stations, fire stations, parking structure offices, the Public Works Center, and traffic signals as well as voice, video, and data, etc. The system also provides School District 97 use of the fiber cabling for their facilities.

Depending on what part of the system needs attention, School District 97 could be responsible for a portion of the cost for relocation, repair, maintenance, or troubleshooting.

Competitive bids were opened on September 1, 2021, in response to a call for bids for Emergency Fiber Optic Cable Repair Rates that was sent out on August 18, 2021. The bid was advertised in the Wednesday Journal and was posted on the Village Website. In addition, invitations were sent out to local area electrical contractors that have worked with the Village in the past.

Three bids were received. Western Utility, LLC's rates are competitive with the other two bidders and most favorable. Western Utility, LLC installed the Village's latest fiber optic system in 2020. They are very familiar with the Village systems and have done quality work previously.

Alternatives

The Village Board could delay action to gain additional information.

Previous Board Action

The Village Board has approved this contractor's work for fiber optic systems work in the past.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

It is anticipated that the Public Works Department will continue to request Village Board approval for contracts for emergency fiber optic systems repair services in the future.

Intergovernmental Cooperation Opportunities

In 2019, the Village entered into an Intergovernmental Agreement with the Oak Park Elementary School District 97 regarding the usage of a Village underground fiber optic cabling system.

ORIGINAL

RESOLUTION

**A RESOLUTION APPROVING AN INDEPENDENT CONTRACTOR AGREEMENT
WITH WESTERN UTILITY, LLC FOR EMERGENCY FIBER OPTIC CABLE REPAIR SERVICES
IN AN AMOUNT NOT TO EXCEED \$60,000.00 AND AUTHORIZING ITS EXECUTION**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois ("Village"), in the exercise of their home rule powers, that the Independent Contractor Agreement ("Agreement") with Western Utility, LLC in an amount not to exceed \$60,000.00 for emergency fiber optic cable repair services in 2021 is approved and the Interim Village Manager is authorized to execute the Agreement in substantially the form attached.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 20th day of September, 2021, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Scaman	✓			
Trustee Buchanan	✓			
Trustee Enyia	✓			
Trustee Parakkat	✓			
Trustee Robinson	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla	✓			

APPROVED this 20th day of September, 2021.


Vicki Scaman, Village President

ATTEST


Christina M. Waters, Village Clerk



ORIGINAL

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as the "Contract" or "Agreement") is entered into on the 21 day of September, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Western Utility, LLC a Delaware LLC authorized to conduct business in the State of Illinois (hereinafter referred to as the "Contractor").

WHEREAS, Contractor submitted a Bid dated August 31, 2021, a copy of which is attached hereto and incorporated herein by reference, to provide emergency fiber optic cable repairs for 2021 (hereinafter referred to as the "Project") pursuant to the Village's Request for Bids dated August 18, 2021, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Bid that it has the necessary personnel, experience, and competence to promptly complete the Project and the work required hereunder (hereinafter referred to as the "Work"); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

The Contractor shall perform the Project in accordance with its Bid in an amount not to exceed \$60,000.00 ("Contract Price"). The Contractor shall complete the Work in accordance with any applicable manufacturers' warranties and in accordance with the Village's Request for Bids, the Contractor's Bid and this Contract, all of which together shall constitute the "Contract Documents." The Contractor hereby represents and warrants that it has the skill and experience necessary to complete this project in a good and workmanlike manner. The Contractor further represents and warrants that the

Project will be completed in a good and workmanlike manner in accordance with the Contract Documents, and that the Project will be free from defects.

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Public Works Director or the Director's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein and ending on December 31, 2021. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Bid. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

The Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by the Contractor shall be made by the Village to the Contractor when the Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release the Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which the Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to the Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to the Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to the Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and

rules with which the Contractor must comply: all forms of Workers' Compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village and its officers, officials, employees, volunteers and agents would otherwise have. The Contractor shall similarly protect, indemnify and hold and save harmless, the Village and its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation or disability benefit acts or employee benefit acts.

9. INSURANCE

The Contractor shall, at the Contractor's expense, secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. The Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) Commercial General Liability:

- i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) Workers' Compensation:

- i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, the Contractor shall require each subcontractor similarly to provide worker's compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Worker's Compensation Act, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(D) Umbrella:**i. Limits:**

Each Occurrence/Aggregate	\$5,000,000.00
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(E) The Village and its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except workers' compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village and its officers, employees, agents, and volunteers.

(F) The Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

10. GUARANTY

The Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. The Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

The Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

The Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Village Manager
 Village of Oak Park
 123 Madison Street
 Oak Park, Illinois 60302-4272
 Email: villagemanager@oak-park.us

To Contractor:

Ryan Bollenbacher
 Western Utility LLC
 2565 Palmer Ave
 University Park, Illinois 60484
 Email: ryanb@westernutility.com

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of the Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Interim Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract of the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable

contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

The Contractor shall have the full control of the ways and means of performing the work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

18. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

19. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

20. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Bids or the Contractor's Bid and this Contract, this Contract and the Village's Request for Bids shall control to the extent of such conflict.

21. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

22. COOPERATION OF THE PARTIES

The Village and the Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. The Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

23. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf/email copy of this Contract and any signatures thereon will be considered for all purposes as an original.

24. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act") as applicable. Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under

Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this Section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

25. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

26. EQUAL OPPORTUNITY EMPLOYER

Contractor is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein by reference.

The Contractor shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization. The Contractor shall comply with all requirements of Chapter 13 ("Human Rights") of the Oak Park Village Code.

In the event of the Contractor's noncompliance with any provision of Chapter 13 ("Human Rights") of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Contractor may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Contractor shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

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SIGNATURE PAGE FOLLOWS]**

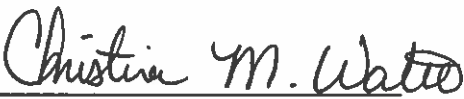
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the days and dates set forth below.

VILLAGE OF OAK PARK


By: Lisa Shelley
Its: Interim Village Manager

Date: 9/21, 2021

ATTEST


By: Christina M. Waters
Its: Village Clerk


Date: 9/27, 2021

WESTERN UTILITY LLC


By: Mark Mickelson
Its: Corporate Counsel


Date: 10/12, 2021

ATTEST


By: Ryan Bollenbacher
Its: Estimator

Date: 10/12, 2021

REVIEWED AND APPROVED
AS TO FORM


SEP 10 2021
LAW DEPARTMENT

Village of Oak Park Bid Summary

Emergency Fiber Optic Cable Repair Rates

#21-135

Section I: Personnel Rates Per Hour				
Title		Western Utility	NTI National Technologies	Elite Fiber Optics
1	Project Manager	\$ 80.00	\$ 195.00	\$ 125.00
2	Superintendent	\$ 85.00	\$ 205.00	\$ 113.11
3	Superintendent OT	\$ 85.00	\$ 265.00	\$ 146.47
4	Foreman	\$ 131.00	\$ 185.00	\$ 138.89
5	Foreman OT	\$ 173.00	\$ 250.00	\$ 208.33
6	Foreman DT	\$ 214.00	\$ 300.00	\$ 277.77
7	Journeyman	\$ 147.00	\$ 172.00	\$ 127.29
8	Journeyman OT	\$ 221.00	\$ 242.00	\$ 190.94
9	Journeyman DT	\$ 294.00	\$ 314.00	\$ 254.58
10	Groundman	\$ 107.00	\$ 137.00	\$ 94.27
11	Groundman OT	\$ 160.00	\$ 193.00	\$ 141.39
12	Groundman DT	\$ 213.00	\$ 250.00	\$ 188.52
13	Splicer	\$ 147.00	\$ 140.00	\$ 108.21
14	Splicer OT	\$ 221.00	\$ 210.00	\$ 162.31
15	Splicer DT	\$ 294.00	\$ 280.00	\$ 216.42
16	Operator	\$ 150.00	\$ 160.00	\$ 104.45
17	Operator OT	\$ 197.00	\$ 240.00	\$ 134.77
18	Operator DT	\$ 240.00	\$ 320.00	\$ 165.09
19	Laborer	\$ 130.00	\$ 155.00	\$ 86.22
20	Laborer OT	\$ 168.00	\$ 222.00	\$ 113.09
21	Laborer DT	\$ 210.00	\$ 288.00	\$ 139.96
22	Engineering Project Manager	\$ 100.00	\$ 114.00	\$ 159.00
23	Maintenance Manager	\$ 60.00	\$ 150.00	\$ 141.00
24	Construction Manager	\$ 70.00	\$ 160.00	\$ 109.00
25	Contracts Manager	\$ 70.00	\$ 200.00	\$ 109.00
26	Sr. System Engineer	\$ 140.00	\$ 162.00	\$ 141.00
27	System Engineer	\$ 110.00	\$ 126.00	\$ 109.00
28	OSP Engineer	\$ 115.00	\$ 132.00	\$ 94.00
29	Locator	\$ 100.00	\$ 118.00	\$ 29.70
30	CADD Tech / Fiber Designer	\$ 95.00	\$ 106.00	\$ 74.00
31	GIS Analyst	\$ 100.00	\$ 118.00	\$ 74.00

Section II: Equipment Rates Per Hour

	<u>Item</u>	<u>Western Utility</u>	<u>NTI National Technologies</u>	<u>Elite Fiber Optics</u>
1	Bucket Truck	\$ 28.00	\$ 60.00	\$ 33.00
2	Splicing Trailer	\$ 18.00	\$ 25.00	\$ 14.50
3	Manhole Kit	\$ 12.00	\$ 12.00	\$ 4.50
4	Static Plow	\$ 5.00	\$ 79.00	\$ 23.00
5	Vibratory Plow	\$ 5.00	\$ 79.00	\$ 49.50
6	Backhoe	\$ 22.00	\$ 82.00	\$ 30.50
7	Mini-excavator	\$ 24.00	\$ 48.00	\$ 19.75
8	Trencher	\$ 20.00	\$ 94.00	\$ 13.25
9	Trackhoe	\$ 31.00	\$ 122.00	\$ 49.50
10	Directional Boring Machine	\$ 55.00	\$ 137.00	\$ 58.50
11	Skid Steer	\$ 5.00	\$ 68.00	\$ 17.50
12	Water Truck	\$ 22.00	\$ 90.00	\$ 17.50
13	Dump Truck	\$ 21.00	\$ 104.00	\$ 40.50
14	Pick-Up Truck	\$ 18.00	\$ 35.00	\$ 22.50
15	Trailer	\$ 8.00	\$ 11.00	\$ 10.50
16	Reel Cart	\$ 10.00	\$ 11.00	\$ 7.50
17	Cable Blower	\$ 11.00	\$ 50.00	\$ 7.50
18	Mid-Assist Capstan	\$ 12.00	\$ 25.00	\$ 7.50
19	Truck Mounted Attenuator	\$ 45.00	\$ 94.00	\$ 37.50
20	Air Compressor, 185 CFM	\$ 12.00	\$ 35.00	\$ 18.50
21	Generator, Up To 6000 W	\$ 9.00	\$ 11.00	\$ 4.25
22	3" Pump	\$ 5.00	\$ 16.00	\$ 3.50
23	Pickup with Splicing Setup	\$ 28.00	\$ 30.00	\$ 33.00
24	Vac Truck	\$ 150.00	\$ 300.00	\$ 355.50

Section III: Material and types of repair

	<u>Item</u>	<u>Western Utility</u>	<u>NTI National Technologies</u>	<u>Elite Fiber Optics</u>
1	Mechanical Repair of Multi-Mode Cable*	\$21/each	\$125.00	\$1,001.50
2	Fusion Repair of Multi-Mode Cable	\$21/each	\$105.00	\$373.03
3	Mechanical Repair of Single-Mode Cable**	\$21/each	\$125.00	\$8,262.45
4	Fusion Repair of Single-Mode Cable	\$21/each	\$105.00	\$722.08
5	Price per foot of Multi-Mode Cable*	N/A	N/A	N/A
6	Price per foot of Single-Mode Cable**	\$3.00	\$1.80	\$1.45
	Expected response time for emergency repair	Less Than 2 hrs	2 hrs	2 hrs or Less

6. **LOCATE COST SHARING.** The Parties shall cooperate with each other and the locating agency (e.g., JULIE) upon receipt of a location request in those instances and at such locations where the conduit has been installed. The costs of such locate services shall be shared with the Village paying 75% (3/4) of the costs and District 97 also paying 25% (1/4) of the costs. In the event that a third party locating service or agency is utilized, the Parties shall cooperate with each other to establish an appropriate level of service and to secure the best possible price, taking into consideration the qualifications of the service or agency.

7. **RELOCATION/REPAIR/MAINTENANCE/TROUBLESHOOTING COST SHARING.** In the event the shared conduit must be relocated due to a request for such relocation by a local, County, State or Federal agency having jurisdiction over the right-of-way in which the conduit is located or the conduit is in need of repair, maintenance, including ongoing maintenance, and/or troubleshooting, the Parties shall cooperate with each other to secure the best possible price taking into consideration time and bidding requirements, and the qualifications of the contractor and the costs shall be shared by the Parties sharing in the costs thereafter on an equal basis with the Village paying 75% (3/4) of the costs and District 97 also paying 25% (1/4) of the costs. Each Party shall be responsible for any repair, maintenance and/or troubleshooting of the conduit located on the individual Party's property, excluding Village right-of-way for which both Parties shall be responsible as set forth herein.

8. **TERM AND TERMINATION.** The term of this Agreement shall commence on the date of the last Party to sign this Agreement and shall continue in effect for a ten (10) year period. It shall renew for a successive ten (10) year period unless terminated by one of the Parties pursuant to eighteen (18) months' written notice prior to the expiration of the initial ten (10) year term. If any Party breaches the terms of this Agreement and fails to cure said breach within one hundred and eighty (180) days of a receipt of a written notice of breach except as provided in Section 5 above, then this Agreement shall terminate as to the breaching Party immediately thereafter but shall continue in full force and effect, to the extent applicable, as to the non-breaching Party. A Party who has provided such notice of termination shall not be entitled to any refund or reimbursement for any costs paid pursuant to this Agreement and shall be responsible to pay any and all cost obligations under this Agreement through the effective date of the termination. The Village shall provide District 97 with written notice pursuant to Section 20 below of the award of the construction contract for the Project and the schedule set forth therein. If the Village fails to award a construction contract for the Project on or before March 1, 2020, this Agreement shall be null and void.

9. **INDEMNIFICATION.** Each Party shall indemnify, defend, and hold harmless the other Parties from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court costs, which are incurred by another Party, but only to the extent arising from the indemnifying Party's breach of this Agreement or negligence.

10. **NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

Exhibit A



Copperhead® Tracerwire Specification for #12 Solid CCS High Strength – Break Load 452 lbs.

Part #s: 1230*-HS-500 / 1230*-HS-1000 / 1230*-HS-2500

Part # description: 12 (AWG), 30 (jacket mil), *(indicates jacket color: B=Blue, Y=Yellow, R=Red, K=Black, N=Orange, G=Green, P=Purple, BN=Brown) - HS (high strength) – 500, 100 or 2500 (wire length in ft.)

Print Line: Physical, permanent markings: surface legend print on insulating jacket to repeat at minimum interval of every two linear feet. Ink colors will include: Black Ink for the following jacket colors: Yellow, Blue, Red, Orange, Purple, Brown and Green. White Ink for Black jacket.

**COPPERHEAD * 12 AWG-SOLID HS-CCS TRACER WIRE * 30 MIL HDPE * 30 VOLT *
DIRECT BURIAL ONLY**

Spool Label: Wound wire on a compact spool made of metal, plastic, or wood.

COPPERHEAD INDUSTRIES, LLC
1230*-HS-500 (Production Trace Code)
12 AWG-Solid CCS Tracer Wire
30 Mil HDPE * 30 Volt
Direct Burial Only
www.copperheadwire.com

Product Description:

Tracer wire shall be a #12 AWG (0.0808" diameter) fully annealed, high carbon 1055 grade steel, high strength solid copper clad steel conductor (HS-CCS), insulated with a 30 mil, high-density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be at 21% conductivity for locate purposes. Break load of 452 lbs. HDPE insulation shall be RoHS compliant and utilize virgin grade material. Insulation color shall meet the APWA color code standard for identification of buried utilities. Manufacturers supplying copper clad steel tracer wire must have available detailed performance data including 5 years of underground testing in terms of durability related to damage of protective insulation and effects of potential corrosion of the specific copper clad steel used. Origin of copper clad steel manufacturer is required and steel core must be manufactured in the United States. If manufacturer has not completed 5 year corrosion testing, a 5 year warranty must be provided. Tracer wire shall be Copperhead® High Strength HS-CCS HDPE 30 mil or district pre-approved equal and made in the USA.

Recommended Engineering Specifications:

Conductor Specifications for High Strength Tracer Wire #12 Solid CCS High Strength – Break Load 452 lbs.

Specification: This specification describes the properties of the conductor to be used in the fabrication of high strength tracer wire.

1. **Material Description:** Copperhead® Copper-clad steel wire as manufactured by Copperweld® is composed of a steel core with a uniform and continuous copper cladding thoroughly bonded to the steel throughout. Wire must conform to ASTM B910 / B910M
 - a. **Cladding:** The steel and copper interface must have a metallurgical bond achieved through a high heat and pressure bonding process. Established process for porosity-free material.
 - b. **Steel:** High Strength with 0.54 carbon or greater. Verified to meet required mechanical properties.
 - c. **Copper:** UNS-C10200; OF Copper according to ASTM B-170 (latest revision). High conductivity, oxygen free copper to achieve optimal signal performance.
2. **Surface Condition:** Wire surface shall be free of any defects, including flakes, grooves, pits, and voids. Wire surface shall be smooth, bright and shiny, and free of excessive copper dust and residual drawing lubricants.

3. Physical, Mechanical, and Electrical Properties

The wire shall conform to the properties listed in Table 1.

TABLE 1: Physical, Mechanical, and Electrical Properties

#12 CCS High Carbon 1055 Grade Steel 21% Conductivity	CCS Conductor
Conductor Size	12 AWG
Conductor Type	Copper Clad Steel (CCS)
Temper	Dead Soft Annealed (DSA)
Average Break Load	452 lbs.
Minimum Tensile Strength	67,000 psi
Minimum Elongation	15%
Nominal Copper Thickness (% of Diameter)	3%
Nominal Copper Weight	13%
Nominal DC Resistance (ohms/1000 ft.)	7.564

**Diameter tolerances: $\pm 1\%$*

Insulating Jacket Specifications for High Strength Tracer Wire
#12 Solid CCS High Strength – Break Load 452 lbs.

Specification: This specification describes the properties of the insulation material to be used in the jacketing of high strength tracer wire.

1. Material Description: insulating jacket is comprised of a co-polymer high molecular weight natural high density polyethylene (HDPE) designed specifically for high-speed copper wire insulating. It contains the required levels and types of primary antioxidant and metal deactivator additives to satisfy most Wire and Cable industry requirements. HDPE material will be produced with an excellent balance of surface smoothness, processing ease, tensile and elongation properties, abrasion toughness, environmental stress crack, thermal stress crack resistance, and electrical consistency.

2. Physical, Mechanical, and Electrical Properties

The wire shall conform to the properties listed in Table 1.

TABLE 1: Physical, Mechanical, and Electrical Properties

High Density Polyethylene Insulator	Value
Density (ASTM D 792)	0.943 g/cc
Bulk Density (ASTM D 1895)	0.58 g/cc
Melt Index (ASTM D 1238/E)	0.70 dg/min
Tensile-Yield (ASTM D 638)	4300 psi
Tensile-Ultimate (ASTM D 638)	2900 psi
Tensile-Elongation (ASTM D 638)	850%
Flexural Modulus (ASTM D 790/1)	120,000 psi
Hardness (ASTM D 2240)	63 Shore D
Environmental Stress-Crack (ASTM D 1693/B)	F ₂₀ > 48 h
Thermal Stress-Crack (ASTM D2951)	F ₀ > 1000 h
Brittleness Temperature (ASTM D 746)	< -95° F
Melting Point (DSC) (ASTM D 3417)	262° F
Softening Point (Vicat) (ASTM D 1525)	250° F
Oxidative Induction Time (ASTM D 3895)	> 50 min. @ 200° C
Dielectric Constant (ASTM D 1531)	2.34 @ 1MHz
Dissipation Factor (ASTM D 1531)	0.00007 @ 1 MHz
Volume Resistivity (ASTM D 257)	5 x 10 ¹⁷ ohm-cm
Dielectric Strength (ASTM D 3755)	1000 volts @ 20 mils

ezMICRODUCT™

Jetted microduct loose tube cable



Optimized for jetted microduct installations

Overview

Prysmian's ezMICRODUCT cables provide optimized jetting performance for underground microduct installations or jetting directly over existing cable. Prysmian offers microduct product solutions for microducts ranging from 10 mm to 14 mm, or larger, inside diameters. These small diameter cables combine high reliability with reduced size and weight for optimum blowing performance.

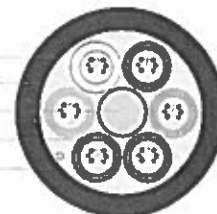
With this approach, network operators can maximize duct utilization, defer capital expenditures to match revenue streams, maintain flexibility for future growth, and reduce installation and upgrade costs.

Product Snapshot

Applications	Jetted microduct deployment, installed in microducts or partially filled duct
Constructions	Stranded dielectric loose tube/specialized jacket and construction
Fiber Count	2 to 528 fibers in color coded buffer tubes
Fiber Types	Bend-insensitive SMF
Performance Options	ANSI/ICEA 744, IEC, RUS, GR-20 Tonewire
Registered Supplier	ISO 9001, ISO 14001, TL 9000 and OHSAS 18001

RUS LISTED

- Water Blocking Elements
- Jacket (optimized for jetting)
- Central Strength Member
- Gel-Filled Buffer Tube Containing up to 12 Fibers
- Ripcord



Features and Benefits

Optimal Jetting Performance

- Reduced size and weight for installation in microduct
- Up to 65% reduction in cross-section vs. conventional
- Demonstrated results more than 1-1/4 miles (single and 6 miles (cascaded))
- Simple and standard loose tube entry via ripcords, swellable binders, and flexible buffer tubes

Reduced Total Installed Cost

- Reduce total Installed Cost
- Defer CAPEX by maximizing duct utilization
- Reduce installation and upgrade costs
- Minimize disruption to underground infrastructure
- Quick installation - long lengths and high speeds
- Allow use of ducts already containing cable
- Microduct options available with mid-span express buffer tube storage capabilities shown in the below table.

Minimum Microduct ID (mm)	* Optimum Microduct ID (mm)	Part Number Family	Fiber Count	Tube Wire Option & Fibers (Gauge)	# Tube / Fiber	# Fibers / Tube	Tube Size (mm)	Tube Type	SMF Maximum Express Tube Storage (ft)	Cable Diameter Inches (mm)	Cable Weight (lb/ft) (kg/100m)	Bend Radius with Load Inches (mm)	Bend Radius No Load Inches (mm)	Tensile Load Maximum / Operating (lb)
250 µm Fiber														
10	10	MDS1JKT-12	2-72	2-6C (19 AWC)	6	12	1.9	PBT	8	0.28 (7C)	28 (41)	6 (14)	4 (10)	300/90
12	12	MDS1JKT-12	74-96	24-84 (19 AWC)	8	12	1.9	PBT	8	0.33 (8.4)	42 (62)	7 (17)	5 (13)	300/90
13	14	MDS1JKT-24	98-144	98-120 (12 AWC)	6	24	3.0	PBT	16	0.41 (10.3)	60 (89)	8 (21)	6 (16)	300/90
10	12	MCM1JKT-24	96-144	72-12C (19 AWC)	6	24	2.2	PBT	8	0.30 (7.7)	42 (62)	6 (16)	5 (12)	300/90
12	12	MCM1JKT-12	96-144	56-132 (20 AWC)	12	12	1.5	PBT	6	0.34 (8.6)	42 (63)	7 (17)	5 (13)	300/90
13	14	MDM1JKT-12	156-288	144-276 (20 AWC)	24	12	1.5	PBT	8	0.40 (10.1)	55 (82)	10 (25)	6 (15)	375/112
13	14	MDM1JKT-12	300-312	288-300 (20 AWC)	26	12	1.5	PBT	8	0.41 (10.6)	68 (100)	10 (26)	6 (16)	375/112
200 µm Fiber														
10	10	MCM1JKT-24	168-288	--	12	24	1.4	PBT	16	0.31 (8.0)	36 (54)	6 (16)	5 (12)	300/90
14	14	MDM1JKT-24	312-528	312-504 (20 AWC)	22	24	1.8	PBT	**6	0.44 (11.2)	67 (100)	10 (26)	6 (16)	350/90

* The optimum duct size may provide longer blowing distances and/or provides a larger margin of error from unexpected tube deformations.

** In cold climates, Mid-Span Buffer Tube ("Express") storage is recommended only for below ground closures. Please contact Prysmian if above ground splice storage is desired.

Installation note:
Cables should be blown, not pulled.

Prysmian Group

4 Tessenere Drive | Highland Heights KY 41076

+1-800-669-0808 | website: na.prysmiangroup.com/telecom

Part Number Family	Fiber Count	TEMPERATURE RANGE		Compression N/cm per ICEA640, GR30	Impact Energy N·m (FOTP25)	Tube Size (m)	Prysmian Mid-Span Access Tool Insert
		Operating °F (°C)	Installation °F (°C)				
250 µm Fiber							
MDS1JKT-12	2 - 72	-40 to +158 (-40 to +70)	-22 to +140 (-30 to +60)	220	4.4	1.9	20021564
MDS1JKT-12	74 - 96	-40 to +158 (-40 to +70)	-22 to +140 (-30 to +60)	220	4.4	1.9	20021564
MDS1JKT-24	98 - 144	-40 to +158 (-40 to +70)	-22 to +140 (-30 to +60)	220	4.4	3.0	20021570
MDM1JKT-24	96 - 144	-22 to +158 (-30 to +70)	+14 to +122 (-10 to +50)	100	4.4	2.2	CUS10003948
MDM1JKT-12	144	-22 to +158 (-30 to +70)	+14 to +122 (-10 to +50)	100	4.4	1.5	CUS10003949
MDM1JKT-12	216 - 288	-22 to +158 (-30 to +70)	+14 to +122 (-10 to +50)	100	4.4	1.5	CUS10003949
200 µm Fiber							
MDM1JKT-24	168 - 288	-40 to +158 (-40 to +70)	-22 to +140 (-30 to +60)	220	4.4	1.4	---
MDM1JKT-24	312 - 528	-22 to +140 (-30 to +60)	+14 to +122 (-10 to +50)	100	4.4	1.75	CUS10003931

Maximum Reel Length: 41,010 feet (12,500 meters)

Ordering Guide

The Prysmian Group part number incorporates several significant attributes involving cable design and optical performance. The appropriate part number can be configured using the process described in the example.

Example: ezMICRODUCT loose tube cable | single jacket dielectric (12 fibers/tube) with 72 single-mode fibers (printed in feet)

1 LENGTH MARKINGS	2 PRODUCT FAMILY	3 CONSTRUCTION	4 FIBER GROUPING	5 FIBER TYPE	6 FIBER COUNT	7 FIBER GRADE	8 OPTIONAL TONE WIRE
F	MDS	1JKT	12	B1	072	E3	BLANK

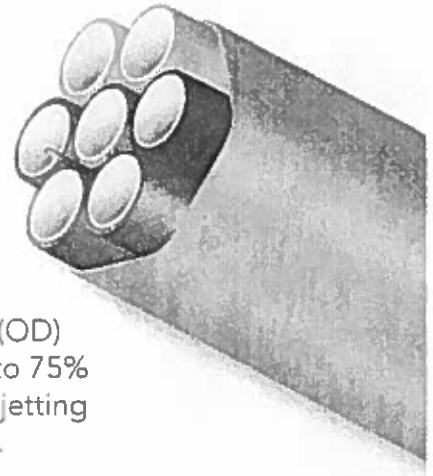
PART NUMBER CONSTRUCTION	
1	LENGTH MARKINGS F = Feet or M = Meters
2	PRODUCT FAMILY MDS = ezMICRODUCT™ (BIF ONLY) MDM = ezMICRODUCT™ with 1.5 mm 12f tubes (BIF ONLY) MDM = ezMICRODUCT™ with 2.2 mm 24f tubes (BIF ONLY) MDM = ezMICRODUCT™ with 1.75 mm 24f tubes (200µm BIF ONLY) MDM = ezMICRODUCT™ with 1.4 mm 24f tubes (22 or 2X 200µm BIF ONLY)
3	CONSTRUCTION 1JKT = Single Jacket
4	FIBER GROUPING 12 = 12f per tube 24 = 24f per tube (12 fibers per unit)

FIBER INFORMATION	
5	FIBER TYPE SINGLE-MODE B1 = Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D) B2 = Bend-Insensitive Single-Mode (ITU G.657.A2 & B2, & G.652.D) CU = Corning® SMF-28® Ultra Single-Mode (ITU G.657.A1 & G.652.D) 21 = 200µm Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D) 2U = Corning® SMF-28® Ultra 200µm Single-Mode (ITU G.657.A1 & G.652.D) 22 = 200 µm Bend-Insensitive Single-Mode (ITU G.657.A2 & G.652.D) 2X = Draka BendBrightXS 200µm Single-Mode (ITU G.657.A2 & G.652.D)
6	FIBER COUNT 002 to 528 fibers 288 fibers
7	FIBER GRADE SINGLE-MODE: Attenuation (dB/km) Wavelength (nm) Type E1 = 0.40/0.40/0.30 1310/1383/1550 21, 2U, 22, or 2X E3 = 0.35/0.35/0.25 1310/1383/1550 B1, B2, CU, 21, 22, 2U, or 2X
8	8 TONE WIRE OPTIONS (See table on page one) None 19AWG = one 19AWG tone wire 20AWG = one 20AWG tone wire 12AWG = one 12AWG tone wire

MICROTECHNOLOGY

FUTUREPATH

- Multiple pathways for one installation cost, allows flexibility and future growth
- No special tools or equipment needed; installation uses the same as traditional conduit or innerduct
- Choose the correct MicroDuct size based on the Outer Diameter (OD) of desired MicroCable. Dura-Line recommends a fill ratio of 50% to 75% for optimal cable placement performance. Several factors impact jetting distance, including the condition of route, bends, and equipment.



installation types

Plow
Micro-Trench
Directional Bore

configurations

2-way	12-way
3-way	19-way
4-way	24-way
7-way	

oversheath & microduct colors



custom colors available for
MicroDucts and Oversheath

TL9000



STANDARD

MATERIAL Available in HDPE, Plenum, Riser, or LSZH and factory bundled in an oversheath

SEQUENTIAL FOOT OR METER MARKINGS Custom print streams available

RIP CORD(S) for easy opening of the sheath

SUPERSILICORE is co-extruded with the tough HDPE wall creating a permanent, super slippery interior lining. It has the lowest co-efficient of friction compared to other options, no performance loss in all temperature conditions and functions without additional wet lubricants

SHIPS ON STANDARD REEL

INTERNAL RIBS standard (except 3.5mm ID are designed with a standard smooth interior)

OPTIONS

LOCATE WIRE Available with or without a 20 AWG insulated copper wire

THICKER OVERSHEATH Available in most configurations to meet your needs for more rugged projects

FEATURES

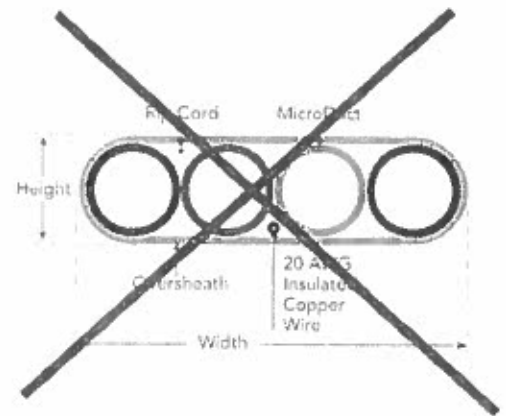
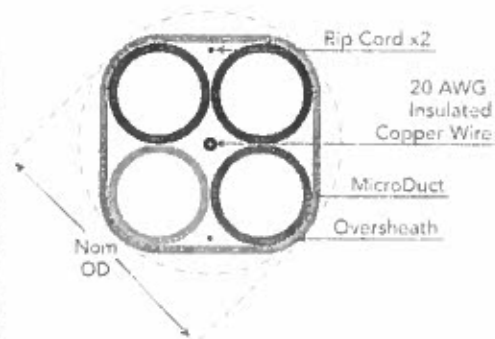


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MICROTECHNOLOGY

FUTUREPATH 4-WAY



FUTUREPATH 4-WAY TECHNICAL SPECIFICATIONS

MICRODUCT OD/ID (MM)	MICRODUCT MIN ID (IN/MM)	NOM OD (IN)	OVERSHEATH (IN)	WEIGHT (LB/FT)	BEND RADIUS SUP* (IN)	BEND RADIUS UNSUP* (IN)	SWP5† (LBS)
5/3.5	3.4/0.13	0.56	0.04	0.05	7	12	276
8.5/6	5.9/0.23	0.93	0.06	0.136	12	20	733
10/8	7.9/0.31	1.04	0.04	0.12	11	17	635
10/8 (THICKER OS)	7.9/0.31	1.09	0.07	0.157	11	22	837
12.7/10	9.8/0.39	1.34	0.07	0.236	13	27	1,260
12.7/10 (THICKER OS)	9.8/0.39	1.41	0.1	0.289	13	28	1,549
12.7/10 (FLAT)	9.8/0.39	2.14	0.05	0.223	21	42	1,189
14/10	9.8/0.39	1.47	0.07	0.32	13	25	1,709
16/12	11.6/0.46	1.66	0.07	0.368	17	33	1,963
16/12 (THICKER OS)	11.6/0.46	1.72	0.1	0.431	17	29	2,307
16/13	12.8/0.50	1.65	0.07	0.308	25	41	1,658
16/13 (THICKER OS)	12.8/0.50	1.71	0.1	0.37	22	36	1,996
16/13 (FLAT)	12.8/0.50	2.67	0.05	0.29	39	66	1,516
18/14	13.6/0.54	1.86	0.07	0.417	19	37	2,243
18/14 (THICKER OS)	13.6/0.54	1.91	0.1	0.482	19	38	2,598
22/16	15.5/0.61	2.23	0.07	0.613	28	47	2,840
27/20	20.7/0.81	2.68	0.07	0.751	40	67	3,669

* Unsupported Bend Radius guidelines should be followed during the installation process. The Supported Bend Radius are post-installation measurements.

† Safe working pull strength is calculated at 80% of tensile or breaking strength.



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ADDENDUM No. 1

Issuance Date: 8/25/21

Village of Oak Park 2021 Emergency Fiber Optic Cable Repair Rates

Bid Number: 21-135 - Issuance Date: 8/18/21

The Village of Oak Park Public Works Department is adding information in the Request for Bids #21-135 for Emergency Fiber Optic Cable Repair Rates issued on August 18th, 2021. To be consistent, all bidders will use this additional information. Please contact Scott Brinkman, Streets and Street Lighting Superintendent with any questions: sbrinkman@oak-park.us.

Please replace pages 2 and 3 of original Request for Bids with pages 2 and 3 contained below.

All Bidders are required to acknowledge receipt of this addendum with submitted bid.

II
BID FORM

THE UNDERSIGNED PROPOSES TO FURNISH EMERGENCY FIBER OPTIC CABLE REPAIR SERVICES TO THE DEPARTMENT OF PUBLIC WORKS, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302, Attn: Scott Brinkman, Streets and Street lighting Superintendent.

Section I: Personnel Rates				
	<u>Title</u>	<u>Straight Time</u> Rate per Hour	<u>Overtime</u> Rate per Hour	<u>Sunday/Holiday</u> Rate per Hour
1	Project Manager	\$	\$	\$
2	Superintendent	\$	\$	\$
3	Superintendent OT	\$	\$	\$
4	Foreman	\$	\$	\$
5	Foreman OT	\$	\$	\$
6	Foreman DT	\$	\$	\$
7	Journeyman	\$	\$	\$
8	Journeyman OT	\$	\$	\$
9	Journeyman DT	\$	\$	\$
10	Groundman	\$	\$	\$
11	Groundman OT	\$	\$	\$
12	Groundman DT	\$	\$	\$
13	Splicer	\$	\$	\$
14	Splicer OT	\$	\$	\$
15	Splicer DT	\$	\$	\$
16	Operator	\$	\$	\$
17	Operator OT	\$	\$	\$
18	Operator DT	\$	\$	\$
19	Laborer	\$	\$	\$
20	Laborer OT	\$	\$	\$
21	Laborer DT	\$	\$	\$
22	Engineering Project Manager	\$	\$	\$
23	Maintenance Manager	\$	\$	\$
24	Construction Manager	\$	\$	\$
25	Contracts Manager	\$	\$	\$
26	Sr. System Engineer	\$	\$	\$
27	System Engineer	\$	\$	\$
28	OSP Engineer	\$	\$	\$
29	Locator	\$	\$	\$
30	CADD Tech / Fiber Designer	\$	\$	\$
31	GIS Analyst	\$	\$	\$

Section II: Equipment Rates			
	Item	Unit	Rate
1	Bucket Truck	Hour	\$
2	Splicing Trailer	Hour	\$
3	Manhole Kit	Hour	\$
4	Static Plow	Hour	\$
5	Vibratory Plow	Hour	\$
6	Backhoe	Hour	\$
7	Mini-excavator	Hour	\$
8	Trencher	Hour	\$
9	Trackhoe	Hour	\$
10	Directional Boring Machine	Hour	\$
11	Skid Steer	Hour	\$
12	Water Truck	Hour	\$
13	Dump Truck	Hour	\$
14	Pick-Up Truck	Hour	\$
15	Trailer	Hour	\$
16	Reel Cart	Hour	\$
17	Cable Blower	Hour	\$
18	Mid-Assist Capstan	Hour	\$
19	Truck Mounted Attenuator	Hour	\$
20	Air Compressor, 185 CFM	Hour	\$
21	Generator, Up To 6000 W	Hour	\$
22	3" Pump	Hour	\$
23	Pickup with Splicing Setup	Hour	\$
24	Vac Truck	Hour	\$
Section III: Material and types of repair			
1	Mechanical Repair of Multi-Mode Cable*	\$	
2	Fusion Repair of Single-Mode Cable	\$	
3	Mechanical Repair of Multi-Mode Cable*	\$	
4	Fusion Repair of Single-Mode Cable	\$	
5	Multi-Mode Cable* (No price necessary due to the different types of cable present)	Cost + Above Labor Rates	
6	Price per foot of Single-Mode Cable**	\$	

Expected response time for emergency repairs _____

*Multi-mode cable and splices shall be compatible with existing multi-mode cable

**See Exhibit A for specifications

ADDENDUM No. 2

Issuance Date: 8/30/21

Village of Oak Park 2021 Emergency Fiber Optic Repair Rates

Bid Number: 21-135 - Issuance Date: 8/18/21

The Village of Oak Park Public Works Department is adding information in the Request for Bids #21-135 for Emergency Fiber Optic Repair Rates issued on August 18th, 2021. To be consistent, all bidders will use this additional information. Please contact Scott Brinkman, Streets and Street Lighting Superintendent with any questions: sbrinkman@oak-park.us.

Please disregard Addendum No. 1.

Please replace page 3 of original Request for Bids with page 3 contained below.

All Bidders are required to acknowledge receipt of this addendum with submitted bid.

Section II: Equipment Rates			
	<u>Item</u>	<u>Unit</u>	<u>Rate</u>
1	Bucket Truck	Hour	\$
2	Splicing Trailer	Hour	\$
3	Manhole Kit	Hour	\$
4	Static Plow	Hour	\$
5	Vibratory Plow	Hour	\$
6	Backhoe	Hour	\$
7	Mini-excavator	Hour	\$
8	Trencher	Hour	\$
9	Trackhoe	Hour	\$
10	Directional Boring Machine	Hour	\$
11	Skid Steer	Hour	\$
12	Water Truck	Hour	\$
13	Dump Truck	Hour	\$
14	Pick-Up Truck	Hour	\$
15	Trailer	Hour	\$
16	Reel Cart	Hour	\$
17	Cable Blower	Hour	\$
18	Mid-Assist Capstan	Hour	\$
19	Truck Mounted Attenuator	Hour	\$
20	Air Compressor, 185 CFM	Hour	\$
21	Generator, Up To 6000 W	Hour	\$
22	3" Pump	Hour	\$
23	Pickup with Splicing Setup	Hour	\$
24	Vac Truck	Hour	\$
Section III: Material and types of repair			
1	Mechanical Repair of Multi-Mode Cable*	\$	
2	Fusion Repair of Single-Mode Cable	\$	
3	Mechanical Repair of Multi-Mode Cable*	\$	
4	Fusion Repair of Single-Mode Cable	\$	
5	Multi-Mode Cable* (No price necessary due to the different types of cable present)	Cost + Above Labor Rates	
6	Price per foot of Single-Mode Cable**	\$	

Expected response time for emergency repairs _____

*Multi-mode cable and splices shall be compatible with existing multi-mode cable

**See Exhibit A for specifications

ADDENDUM No. 3

Issuance Date: 8/25/21

Village of Oak Park 2021 Emergency Fiber Optic Repair Rates

Bid Number: 21-135 - Issuance Date: 8/30/21

The Village of Oak Park Public Works Department is adding information in the Request for Bids #21-135 for Emergency Fiber Optic Repair Rates issued on August 18th, 2021. To be consistent, all bidders will use this additional information. Please contact Scott Brinkman, Streets and Street Lighting Superintendent with any questions: sbrinkman@oak-park.us.

Please disregard Addendum No. 1. and No. 2

Please replace page 3 of original Request for Bids with page 3 contained below.

All Bidders are required to acknowledge receipt of this addendum with submitted bid.

Section II: Equipment Rates			
	<u>Item</u>	<u>Unit</u>	<u>Rate</u>
1	Bucket Truck	Hour	\$
2	Splicing Trailer	Hour	\$
3	Manhole Kit	Hour	\$
4	Static Plow	Hour	\$
5	Vibratory Plow	Hour	\$
6	Backhoe	Hour	\$
7	Mini-excavator	Hour	\$
8	Trencher	Hour	\$
9	Trackhoe	Hour	\$
10	Directional Boring Machine	Hour	\$
11	Skid Steer	Hour	\$
12	Water Truck	Hour	\$
13	Dump Truck	Hour	\$
14	Pick-Up Truck	Hour	\$
15	Trailer	Hour	\$
16	Reel Cart	Hour	\$
17	Cable Blower	Hour	\$
18	Mid-Assist Capstan	Hour	\$
19	Truck Mounted Attenuator	Hour	\$
20	Air Compressor, 185 CFM	Hour	\$
21	Generator, Up To 6000 W	Hour	\$
22	3" Pump	Hour	\$
23	Pickup with Splicing Setup	Hour	\$
24	Vac Truck	Hour	\$
Section III: Material and types of repair			
1	Mechanical Repair of Multi-Mode Cable*	\$	
2	Fusion Repair of Multi-Mode Cable*	\$	
3	Mechanical Repair of Single-Mode Cable	\$	
4	Fusion Repair of Single-Mode Cable	\$	
5	Price per foot of Multi-Mode Cable* (No price necessary due to the different types of cable present)	Cost + Above Labor Rates	
6	Price per foot of Single-Mode Cable**	\$	

Expected response time for emergency repairs _____

*Multi-mode cable and splices shall be compatible with existing multi-mode cable

**See Exhibit A for specifications



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview NY 11803		CONTACT NAME: Risk Management Department PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL: Riskcerts@nfp.com ADDRESS: Riskcerts@nfp.com		
INSURED Western Utility Contractors, Inc. Western Utility LLC 2565 Palmer Ave. University Park IL 60484		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Charter Oak Fire Insurance Company		25615
		INSURER B: Travelers Indemnity Company		25658
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D: Travelers Indemnity Company of Connecticut		25682
		INSURER E: Navigators Insurance Company		42307
		INSURER F: Underwriters at Lloyds		39462

COVERAGES **CERTIFICATE NUMBER: 267319652** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	VTC2KCO2E970493IND21	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Project* Per Written \$ Contract
C D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	VTC2JCAP7K030077TIL21 VTEBAP7K030065TCT21	6/1/2021 6/1/2021	6/1/2022 6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C E	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	CUP9R8262742125 IS21EXC908068IV	6/1/2021 6/1/2021	6/1/2022 6/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB5N6668332125D UB7N3264282125R	6/1/2021 6/1/2021	6/1/2022 6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B F B	Contractors Eqp/Installation Flt Pollution / Professional Installation Floater		QT6607K89580ATIA21 CPP1015921 QT6607K89580ATIA21	6/1/2021 6/1/2021 6/1/2021	6/1/2022 6/1/2022 6/1/2022	Limit/Deductible Limit/Aggregate/SIR Limit 300,000/\$2,500 \$5,000,000/SIR\$25K \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds include: Western Utility Central Inc., Western Utility Electric, Inc., and Western Utility Cable, Inc.
The Village of Oak Park, its officers, officials, employees, agents and volunteers are included as an additional insured as required by written contract as respects General Liability and Automobile Liability Policies shown. Umbrella follows form over the General Liability and Automobile Liability except in the case that there is a contradictory provision in the Umbrella policy.. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Village of Oak Park
201 South Blvd.
Oak Park IL 60302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE