

VILLAGE OF OAK PARK

BID NO: 21-135 PUBLIC WORKS
PROJECT NAME: 2021 EMERGENCY FIBER OPTIC CABLE REPAIR RATES
DATE ISSUED: 8/18/2021

I REQUEST FOR BIDS

The Village of Oak Park will receive bids for Emergency Fiber Optic Cable Repairs Rates at the Public Works Service Center, Monday through Friday, 7:30 a.m. to 4:00 p.m., at 201 South Boulevard, Oak Park, Illinois 60302. Bids will be accepted until 4:00 p.m. local time, September 1st, 2021. Bids can also be faxed to the Department of Public Works at (708) 358-5711 or emailed to Scott Brinkman, Street and Street Lighting Superintendent: sbrinkman@oak-park.us

Bidders must submit their bid on the form included in this Request for Bids.

The Village of Oak Park is asking for bids for the repair of damaged fiber optic cables. Since the locations and conditions will vary, the Village is looking for more of a 'time & material' bid that would be good for the 2021 year.

Upon formal award to the successful Bidder, a Purchase Order will be issued to secure this purchase and the Bidder will enter into an agreement with the Village. (See attached Independent Contractor Agreement).

The Village of Oak Park as a municipality pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should be excluded from quotations.

In responding to this Request for Bids, the official logo of the Village of Oak Park is not to be used in any form. Use of the Village logo is strictly prohibited by law and such use could subject the Bidder to disqualification.

The bid will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the Request for Bids, will be most advantageous to the Village; price and other factors considered.

The Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Additional information is available at the Public Works Service Center 2nd floor office, Village of Oak Park, Illinois 60302, telephone (708) 358-5700, Attention Scott Brinkman, Streets and Street Lighting Superintendent, email-sbrinkman@oak-park.us.

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

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 *** 4 HR Min	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 ***4 HR Min	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	Price per foot of Multi-Mode Cable*		\$
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

Organization Name

Address

Date

By _____
Authorized Signature

Telephone

Fax

Email



INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on this _____ day of _____, 2021, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____ authorized to do business in Illinois (hereafter the “Contractor”).

WHEREAS, Contractor submitted a Bid dated _____, 2021, a copy of which is attached hereto and incorporated herein by reference, to provide Emergency Fiber Optic Cable Repair Rates for 2021 (hereinafter referred to as the “Work”) pursuant to the Village’s Request for Bids dated August 18th, 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

Contractor shall perform the Work for the Project in accordance with its Bid for a price not to exceed \$xxxxx.xx (“Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Bid, the Village’s Request for Bids, and this Contract, all of which, together shall constitute the “Contract Documents.”

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 Director of Public Works 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

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 Contractor shall be made by the Village to the Contractor when 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 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 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 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 Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

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, 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 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 would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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 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

Contractor shall at 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. 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 fifteen 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, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, 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
-----------------------	----------------

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate	\$5,000,000.00
---------------------------	----------------

(E) The Village, 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, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by 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

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. 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.

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

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 or facsimile 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
Oak Park, Illinois 60302-4272
Email: villagemanager@oak-park.us
Fax: 708-358-5101

To Contractor:

Email: _____
Fax: _____

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 facsimile or email transmission shall be effective as of date and time of facsimile 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 facsimile or 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 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 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 between 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

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. 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"). 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. COOPERATION OF THE PARTIES

The Village and 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. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

24. 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 copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

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

VILLAGE OF OAK PARK

CONTRACTOR

By: Lisa Shelly
Its: Interim Village Manager

By:
Its:

Date: _____, 2021

Date: _____, 2021

ATTEST

By:
Its:

Date: _____, 2021

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.

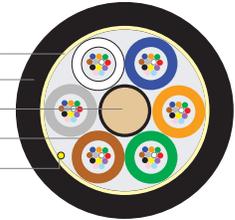
With this approach, network operators can maximize duct utilization, defer capital expenditures to match revenue streams, maintain flexibility for future growth, and reduce installation and upgrade costs.

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



- 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	Tone Wire Option # Fibers (Gauge)	# Tube/ Filler	# Fibers/ Tube	Tube Size (mm)	Tube Type	SMF Maximum Express Tube Storage (ft)	Cable Diameter Inches (mm)	Cable Weight lb/kf (kg/km)	Bend Radius with Load inches (cm)	Bend Radius No Load inches (cm)	Tensile Load Maximum / Operating (lbf)	
250 µm Fiber															
10	10	MDS1JKT-12	2-72	2-60 (19 AWG)	6	12	1.9	PBT	8	0.28 (7.0)	28 (41)	6 (14)	4 (11)	300/90	
12	12	MDS1JKT-12	74-96	74-84 (19 AWG)	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 AWG)	6	24	3.0	PBT	16	0.41 (10.5)	60 (89)	8 (21)	6 (16)	300/90	
10	12	MDM1JKT-24	96-144	72-120 (19 AWG)	6	24	2.2	PBT	8	0.30 (7.7)	42 (62)	6 (16)	5 (12)	300/90	
12	12	MDM1JKT-12	96-144	96-132 (20 AWG)	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 AWG)	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 AWG)	26	12	1.5	PBT	8	0.41 (10.6)	68 (101)	10 (26)	6 (16)	375/112	
200 µm Fiber															
10	10	MDM1JKT-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 AWG)	22	24	1.8	PBT	** 6	0.44 (11.2)	67 (100)	10 (26)	6 (16)	300/90	

* 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 Tesseneer 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, GR20	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)

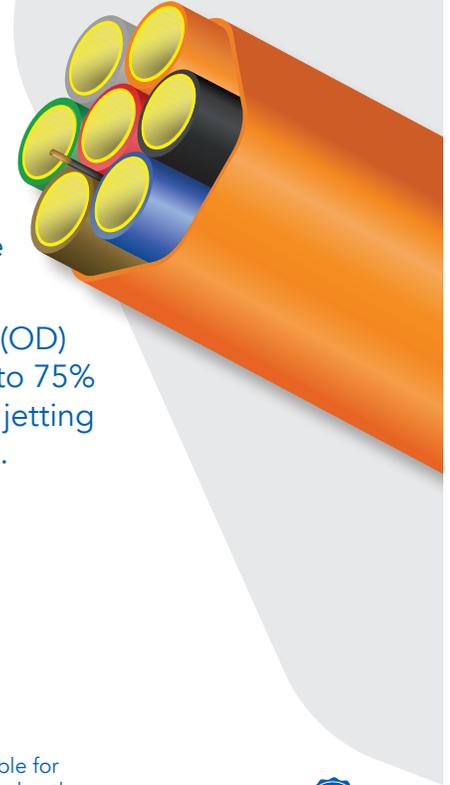
FIBER INFORMATION	
5 FIBER TYPE	SINGLE-MODE B1 = Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D) B2 = Bend-Insensitive Single-Mode (ITU G.657.A2 & .B2, & G.652.D) CU = Corning® SMF-28® Ultra Single-Mode (ITU G.657.A1 & G.652.D) 21 = 200μm Bend-Insensitive Single-Mode (ITU G.657.A1 & G.652.D) 2U = Corning® SMF-28® Ultra 200μm Single-Mode (ITU G.657.A1 & G.652.D) 22 = 200 um Bend-Insentive Single-Mode (ITU G.657.A2 & G.652.D) 2X = Draka BendBrightXS 200um Single-Mode (ITU G.657.A2 & G652.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 TONE WIRE OPTIONS (See table on page one)	None 19AWG = one 19AWG tone wire 20AWG = one 20AWG tone wire 12AWG = one 12AWG tone wire

© DRAKA & PRYSMIAN - Brands of The Prysmian Group. 2020 All Right Reserved. The information contained within this document must not be copied, reprinted or reproduced in any form, either wholly or in part, without the written consent of Prysmian Group. The information is believed correct at the time of issue. Prysmian Group reserves the right to amend any specifications without notice. These specifications are not contractually valid unless specifically authorized by Prysmian Group. Issued January 2020.

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



FEATURES

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

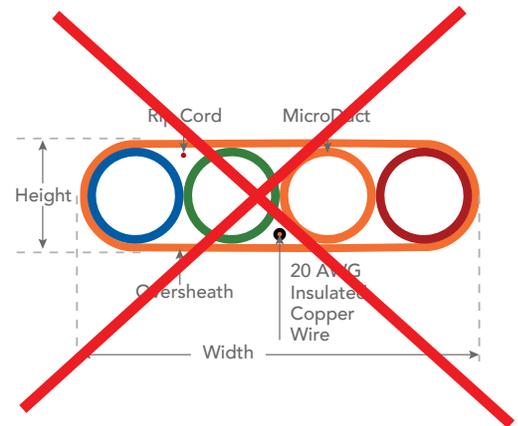
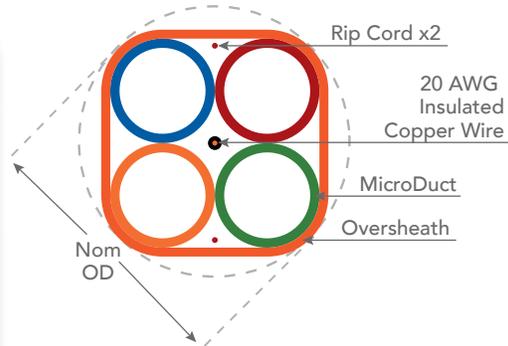
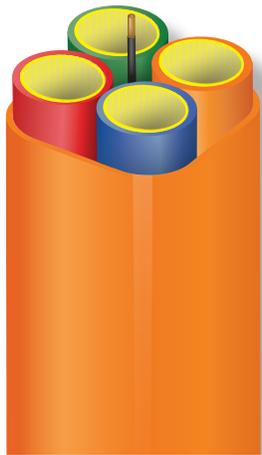


+1 800 847 7661
WWW.DURALINE.COM



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)	SWPST† (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



+1 800 847 7661
WWW.DURALINE.COM

