

VILLAGE OF BARTLETT
BOARD AGENDA
MARCH 2, 2021
7:00 P.M.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION**
4. **PLEDGE OF ALLEGIANCE**
5. ***CONSENT AGENDA***

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

- *6. **MINUTES:** Board & Committee Minutes – February 16, 2021
- *7. **BILL LIST:** March 2, 2021
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 - A. 130th Anniversary of Incorporation Proclamation
 - B. Kevin DeRoo Retirement Proclamation
 - C. Russ Kinney Retirement Proclamation

10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

- *1. Resolution Approving the Renewal Contract for Elevator Inspection Services Between the Village of Bartlett and Thompson Elevator Inspection Service, Inc.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. Ordinance Extending Temporary Outdoor Dining Permits and Amending Ordinance No. 2020-74

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. None

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

1. None

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

1. Resolution Approving of the Contract for the Bartlett Brush Collection Agreement Between the Village of Bartlett and Trees "R" Us, Inc.
- *2. Resolution Approving the West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale Project Agreement Between the Village of Bartlett and Schroeder Asphalt Services, Inc.
- *3. Resolution Approving the Sanitary Sewer Main Lining Agreement Between the Village of Bartlett and Hoerr Construction, Inc.
- *4. Resolution Approving of the Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation Project Agreement Between the Village of Bartlett and Performance Pipelining, Inc.

13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
February 16, 2021

1. CALL TO ORDER

President Wallace called the regular meeting of February 16, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Village Board") scheduled to be held on February 16, 2021 at 7:00 p.m. at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

2. ROLL CALL

PRESENT: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Assistant Public Works Director Tyler Isham, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Food & Beverage Manager Paul Petersen, Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

3. INVOCATION – Pastor Alex Goff from Poplar Creek Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there



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will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no additions or subtractions to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to approve the Consent Agenda, and the items designated to be approved by consent therein.

Trustee Deyne moved to approve the Consent Agenda and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski
NAYS: None
ABSENT: None
MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the December 2020 Treasurer's Report. He stated that the Municipal Sales Tax Report through December 2020 totaled \$236,916 and was up \$22,600 compared to prior year. Sales tax goes up and down from month to month. They are about \$80,000 short for the year or 4%. Motor Fuel Tax distribution through November 2020 totaled \$131,647 and was down \$22,141 or 14% down which will make them short about \$245,000 on MFT.

9. PRESIDENT'S REPORT

President Wallace stated that he requested staff to put some information in the packet regarding the COVID vaccine update. He asked them to read it at their leisure. He stated



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that he has been on many, many calls with different organizations who are very frustrated with the amount of vaccine available. DuPage County is the highest county in the State as far as vaccination percentage. Hopefully this information will be helpful to those who read about it in the packet.

Trustee Gandsey asked if he heard that the volumes will pick up soon for the people who cannot get appointments.

President Wallace stated that there are more locations. DuPage just opened the County Fairgrounds location which is massive. Now we just have to get the vaccine there. He encouraged anyone wanting a vaccine to go on line and register. He suggested registering in a couple of locations. He asked that no one tries to buck the system because when you do that, you take up other people's slots and it really does not do well for the organization when it comes to getting vaccinated. It's not great, but at least we have a vaccine.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne recognized birthdays and anniversaries of the board and staff.

11. TOWN HALL

Joel Turk, 556 Phillip Drive

Mr. Turk stated that he was there on behalf of his association (Four Seasons Association) of which he is the Board President. He expressed concerns in regards to the traffic on Naperville Road. With the plans in the development of the West Bartlett development with the industry coming in and so forth, it seems like the amount of traffic on Naperville Road has intensified. They have a concern as an association in regards to safety. The segment between West Bartlett Road and Route 20 continues to increase in congestion. He is asking the board for a little navigation regarding how they voice their concerns and get more information regarding the planning around the development and the impact it has on Naperville Road from that segment. He also understands that recently there was a petition from the property owner to put up an apartment complex with 140 units. His concern is that this will add to the amount of traffic. This is a safety concern and asking the question of what plans are being made from an infrastructure standpoint to accommodate the growth.

Village Administrator Paula Schumacher stated that they recently sent letters to all the users in the business park to direct their drivers to use a designated truck route and avoid Naperville Road and Stearns Road as an alternate to Route 59. They have had a great deal of conversation at the board level and he encouraged Mr. Turk to review the



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meetings, via the website, where the presentation from Fish Transportation was given regarding the traffic studies that were done throughout the buildout of Brewster Creek that combined with West Bartlett Road corridor as well as Naperville and Munger. From the report, they developed a series of requests that they have forwarded to Cook County transportation. Their traffic consultants have been talking to and walking through the studies with the Cook County Transportation Director. Once they have fully taken a look at the data and the recommendations from that report, the village will have a meeting with them to see how willing they are to make those requested changes. They include wayfinding signage, a weight limit between Naperville Road and Lake Street as well as a roundabout at Spaulding and Naperville to slow down the truck traffic and therefore reducing the noise in that area as well. With regards to the Puckett Reserve, it is a concept plan that is working its way through the public hearing process. The village has not received plans besides the original submitted conceptual plan. The planning and development director or herself would be happy to answer any questions he may have in the future.

Mr. Turk asked when they would be meeting with Cook County.

Ms. Schumacher stated that she did not know right now. The transportation and traffic folks are working through that report right now so that Cook County better understands it. Once they have that date, they will let him know. She suggested that he makes his concerns to the Cook County Commissioner who has the jurisdiction on that road and it is important that they are partners in any kind of solution.

President Wallace stated that would be the best way to impact the speed of which this moves forward. He suggested flooding the Commissioner's office with residents and complaints. He strongly encouraged them to do that and stated that they have worked on this for two years,

Jay Langfelder, 1665 Penny Lane

Mr. Langfelder stated that he was there tonight regarding concerns of the Bartlett Fire Protection District's proposal for training facility site plan amendment special use permit. The major concern is the cost of the training tower where they currently have training towers located in Carol Stream, West Chicago, Elgin Community College and Streamwood which is currently being built. On March 20, 2018, the community and taxpayers of the Bartlett Fire Protection District was generous in supporting the referendum to continue the level of service of the Fire Protection District. The community was given an excellent presentation by Chief Falese of unfunded liability, schedule of aging fleet and the increased expenses of emergency alarms to the slow growth of revenue to the fire district. His major concern is the special permits which allow them to



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build the facility where it's accessible to other towers within the community. His other concern is the cost and thought there should be rules of discussion on this.

Ovidio Fernandez-Guervo, 641 Phillip Drive

Mr. Fernandez-Guervo stated that he is the president of the homeowner's association for the Greens of Villa Olivia. He was there to talk about the traffic on Naperville Road. All of their homeowners use Phillip Drive to get in and out of the subdivision. It has two points of ingress and egress in the first one is five hundred feet from the stop light on Lake Street. The second one was another fifteen hundred feet down the street, right in front of the Puckett property. During his twenty years living there he has noticed a drastic increase but it has been significantly worse in the last three years. He is not talking about truck traffic, he is talking about regular vehicle traffic. There are times when he tries to exit his subdivision on Phillip and he cannot leave because of the constant flow of traffic. He knows that they have done a traffic study and he has read the minutes from one of the meetings. He is concerned that the traffic study did not include Naperville Road and he didn't think the numbers really project the traffic on Naperville Road. The numbers are accurate for the day the study was done but doesn't account for the reduction of traffic because of the pandemic. Traffic in this part of the state, the first nine months of last year was reduced between 15-44%; trucks were reduced by 8-18%. The traffic study that Fish Transportation did projects that the traffic will increase by 25% in 2050 is not accurate. He guarantees that once the pandemic starts alleviating, they will be at that 25% in 3 years. The Puckett property represents 146 apartments or 200 additional cars. If every owner uses their car once per day, that means there will be an additional 400 vehicles on Naperville Road. Therefore, their HOA is against putting 146 units on the 15 acres, especially right in front of one of their entrances. He trusts that the board will continue working with the county and commended them on the work that the townhouses did in Brewster Creek. He stated that over the last 10 years of his career he had responsibility for people and logistics across fourteen states. He guarantees that the business park is the best that he has seen.

Village Clerk Lorna Giless stated that a resident e-mailed an online submission to be read on his behalf.

Mark Mandolini, 302 Barton Court

Mr. Mandolini sent the following "Would the village consider providing the annual budget financial documentation/tables in a spreadsheet format to allow for easier review by residents? There is about \$15M worth of debt interest burdened to residents over next 20 years, per page 131 of FY2020-21 budget. Is there an opportunity and/or would the Village of Bartlett consider using some of the cash on hand to provide additional principal payment to reduce some of the \$15M of expected debt interest? According to



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Zillow/Redfin, Bartlett High School is currently rated as a 5 out of 10 based on school data provided by the National Center for Education Statistics, Pitney Bowes, and Great Schools. Bartlett High School has declined 2-3 pts over the last 5 years, from the time I moved into the village. Is the decline of Bartlett High School's perceived value to potential home buyers on the board's radar, and is there anything more the village can do to help support Bartlett High Schools reputation?"

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Ordinance 2021-12, an Ordinance Adopting the Village of Bartlett, Illinois Official Zoning Map 2021 was covered and approved under the Consent Agenda.

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated Resolution 2021-13-R, a Resolution Approving of Disbursement Request for Payout No. 24 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated Resolution 2021-14-R, a Resolution Authorizing an Amendment of the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission was covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2021-15-R, a Resolution Approving of the Cable Television Franchise Agreement Between the Village of Bartlett and Comcast Of Illinois XI, LLC; Resolution 2021-16-R, a Resolution Authorizing the Use of Motor Fuel Tax



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Funds in the Amount of \$3,250,000.00 for the FY2021/2022 MFT Program, to Pay for the Cost of Construction for Street Resurfacing, Material Testing, Crack Sealing, Pavement Surface Treatment, Schick Bridge Rehab. Design, Municipal Lot Maintenance, Street Light Maintenance, Street Sweeping, Sidewalk Repairs, Salt Purchase, Pavement Marking and to Authorize the Village Clerk to Sign said MFT Resolution; Resolution 2021-17-R, a Resolution Approving the Amended and Restated Public Improvements Completion Agreement for the Southwind Business Park; Resolution 2021-18-R, a Resolution in Lieu of a Surety Bond to Allow the Village to Maintain our Facilities on State Highways were covered and approved under the Consent Agenda.

13. NEW BUSINESS

President Wallace asked how they were doing with road salt.

Public Works Director Dan Dinges stated that they were in good shape.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:25 of p.m.

Lorna Gilless
Village Clerk



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COMMITTEE MINUTES
February 17, 2021**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of February 17, 2021 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:25 p.m. and NOTICE IS HEREBY GIVEN pursuant to Section 7(e) of the Open Meetings Act as set forth in Senate Bill 2135 signed by Governor J.B. Pritzker on June 12, 2020, making it effective upon said signing ("SB 2135"), that the regular meeting of the Village President and Board of Village Trustees of the Village of Bartlett (the "Committee of the Whole") scheduled to be held on February 17, 2021 at the Bartlett Municipal Building, 228 South Main Street, Bartlett, Illinois, may be conducted by audio or video conference without a physical quorum of the members of the Village Board present because an in-person meeting is not practical or prudent due to a disaster, that being COVID-19 pandemic and the applicable restrictions imposed under various laws rules, restrictions, Executive Orders and/or announcements issued by Illinois Governor J.B. Pritzker and/or Ngozi O. Ezike MD, Director of the Illinois Department of Public Health, including without limitation "Restore Illinois: A Public Health Approach to Safely Reopen Our State", which currently limits gatherings to the lesser of 50 people or 50% of the capacity of the meeting room as a public health measure.

PRESENT: Chairman Carbonaro, Deyne, Gandsey, Hopkins, Reinke, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Assistant Public Works Director Tyler Isham, Director of Public Works Dan Dinges, Planning & Development Director Roberta Grill, Building Director Brian Goralski, Head Golf Professional Phil Lenz, Police Chief Patrick Ullrich, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN REINKE

Bartlett Fire Station Training Facility-Site Plan Amendment/Special Use Permit

Planning and Development Services Director Roberta Grill stated the Bartlett Fire District is requesting an amendment on their site plan for a proposed 2,880 sq.ft. fire training facility. This facility would be constructed from 12 shipping containers and located east of the fire station on West Bartlett Rd. The existing parking lot would be extended eastward where a new concrete pad would be constructed that would allow fire vehicles access to this structure. They are also requesting a special use permit to allow for the height of the training facility to exceed the maximum height requirement in this district. They are proposing a four-story building. Fire training events would take place 4-6 times a month



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with burn events taking place approximately 2-4 times per year. The smoke would not exceed the amount of smoke from a single-family residential fireplace.

Chairman Gandsey asked why we need a training facility in Bartlett with there being other facilities in surrounding communities.

Chief Gabrenya stated we do not have a training facility and the closest one is at Elgin Community College which takes about a half hour to get to. It costs \$50,000 a year in overtime just to send those crews twice a year for training. This would also give us a place to store ladders, practice rescues, stretching house lines through a big building, etc.

Chairman Gandsey asked how long this has been in the plans.

Chief Gabrenya stated that according to their strategic plan, this is a priority in the first 1-3 years.

Chairman Gandsey asked about the referendum 2 years ago.

Chief Gabrenya stated that over the last two years, they have managed to get \$650,000 in grants. It's not just something that is coming out of reserves, they have a lot of different avenues to cover the costs.

Chairman Suwanski asked to repeat where the \$650,000 was from.

Chief Gabrenya stated it was from grants. They have a good grant writer.

Chairman Reinke asked about the smoke generated.

Chief Gabrenya stated they are regulated on how much smoke they can produce and they typically use hay or wood. Hay produces a good white smoke and all the doors and windows are closed up tight so they can't see and can practice.

Chairman Reinke asked if cargo containers were cheaper then masonry.

Chief Gabrenya stated they are about a third the cost of masonry.

Ms. Grill stated that the fire department came to them asking about developments and staff informed them that there are some potential developments in the 3-4 floor range which is why they are requesting this height.

Chief Gabrenya stated that there are balconies on the third and fourth floor to practice. There will also be a roof simulator so they can practice on roofs.



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President Wallace asked how much it costs.

Chief Gabrenya stated a building like this cost \$250,000 to \$300,000 and they have avenues that they can pursue to fund it.

President Wallace asked if this will make us safer.

Chief Gabrenya stated it would by far because we do not have a place to train more than twice a year.

Chairman Hopkins asked if other departments will be using this facility.

Chief Gabrenya stated they have not talked to the other districts about that yet.

Chairman Suwanski confirmed that the Carol Stream location cannot be used right now and Streamwood does not have a building to practice at.

Chief Gabrenya stated that was correct.

Chairman Suwanski asked if there was a problem with getting into the old Streamwood location and Carol Stream location when those facilities were open.

Chief Gabrenya stated that Streamwood has not used their facility in a long time because of concerns with the building they had there. The Carol Stream building is an older building, he can't answer questions about having an issue getting in there because they only went there twice per year.

The item was forwarded on to the Plan Commission for the appropriate Public Hearing.

FINANCE & GOLF, CHAIRMAN DEYNE
2021-2022 Proposed Budget Review Presentation

Finance Director Todd Dowden presented the proposed 2021-2022 operating budget.

(see attached)

(During the presentation and at the end, the following questions and comments were made)

President Wallace asked how the use tax was distributed vs. the new way sales tax would be distributed.



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Mr. Dowden stated that use tax is all put in a pot and spread per capita. They are going to try to distribute sales tax based on where items are shipped to now.

Ms. Schumacher stated that in general, there are a lot of things uncertain at the state and local levels, which will be affecting the budget. We have made out estimates conservative so we can hedge our bets and mitigate some of that uncertainty.

Mr. Dowden stated that the sewer rate increase was not implemented in 2020 and it will be put off one more year. We will need to increase it in FY 2023 and FY 2024 when we need to start paying back the loans.

Chairman Gandsey asked if the next rate increases were going to be significantly higher because we skipped those years.

Mr. Dowden stated we did not want to increase the rates as the pandemic was hitting last year. This year we are not raising them because the IEPA loans are coming due a little later than expected, so we have the fund balance to cover. He thinks they could be ramped up a little more gently if it is done this year as well, but our thinking was we wouldn't raise rates during the pandemic. The ordinance to raise rates will come to you this summer, even though the rate increase won't be effective until May of 2022.

Ms. Schumacher stated they typically try to do smaller increases more often vs. some other towns that keep rates the same for 5 years then have a large increase.

Chairman Deyne moved to adjourn and that motion was seconded by Chairman Gandsey.

ROLL CALL VOTE TO ADJOURN

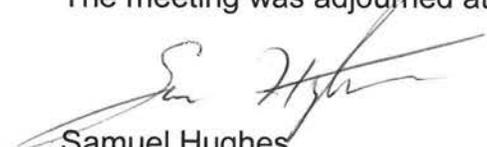
AYES: Chairmen Carbonaro, Deyne, Gandsey, Hopkins, Reinke and Suwanski

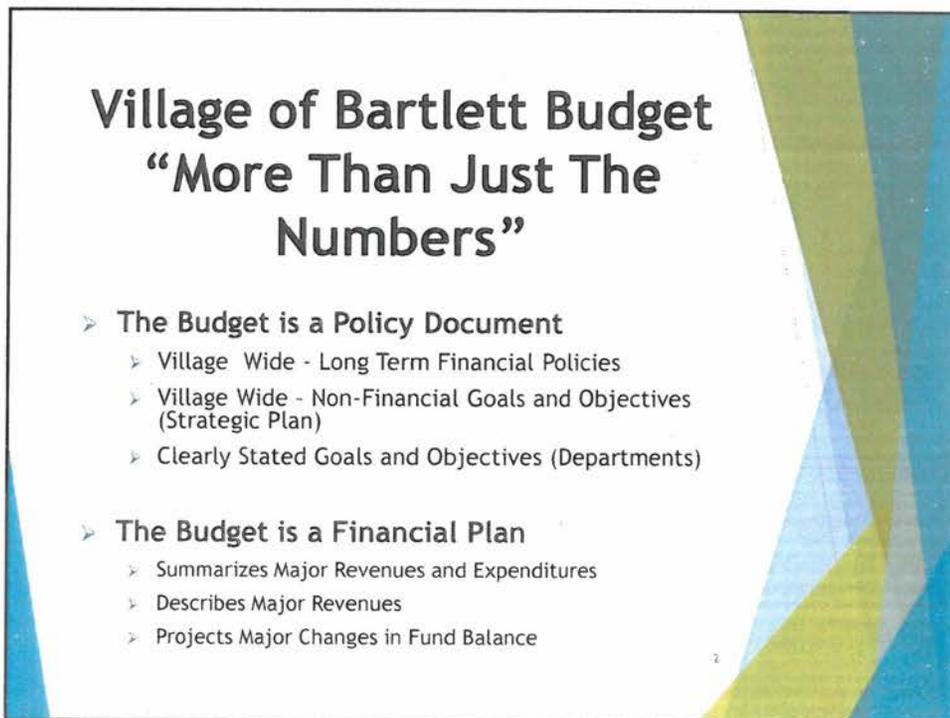
NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 8:16 p.m.

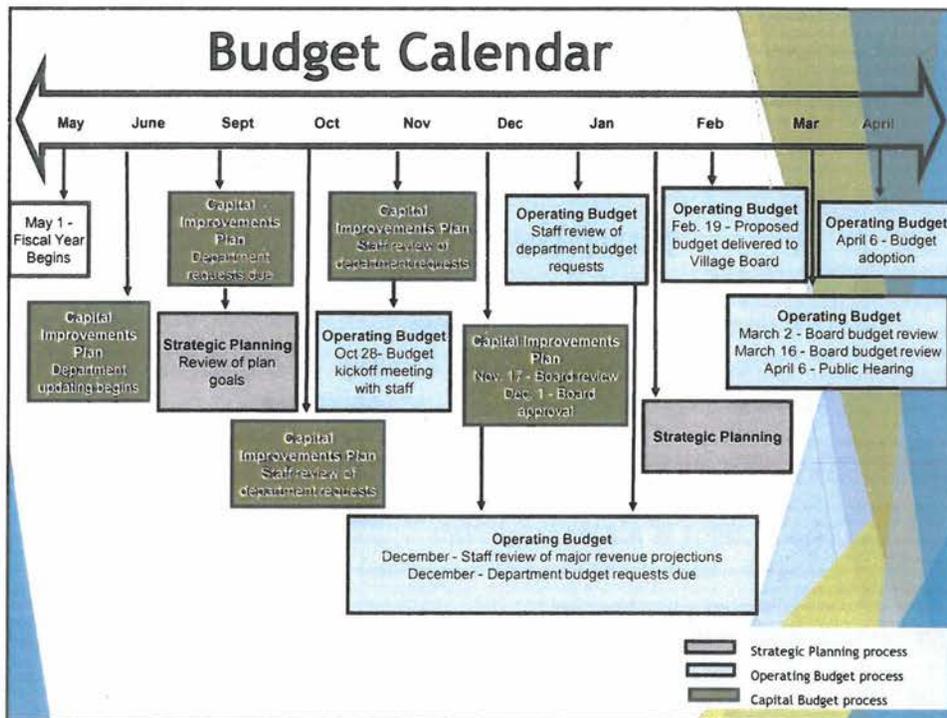

Samuel Hughes
Deputy Village Clerk



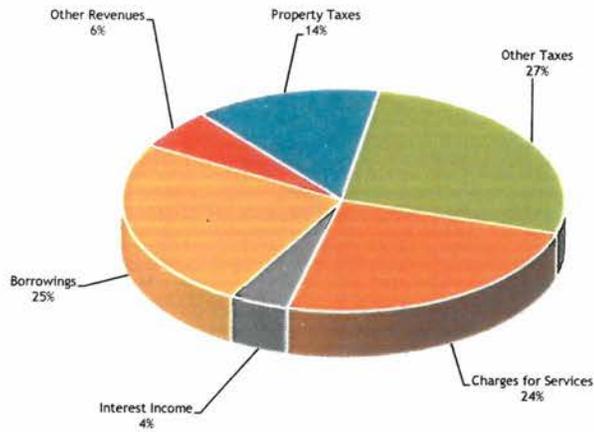
Village of Bartlett Budget "More Than Just The Numbers"

- **The budget is an operation guide**
 - The budget describes activities, services and function of the village
 - Budget includes an organizational chart
 - Budget includes a personnel summary

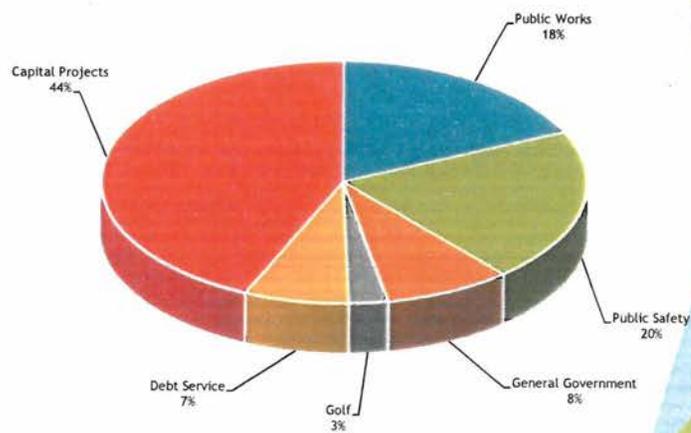
- **The budget is a communication device**
 - Defines who develops, prepares, reviews and adopts budget
 - Provides a detailed budget message to board of trustees
 - Defines financial polices (Fund Balance) and long term capital planning (Capital Improvement Plan)
 - Budget includes statistical data to convey long term information to the public



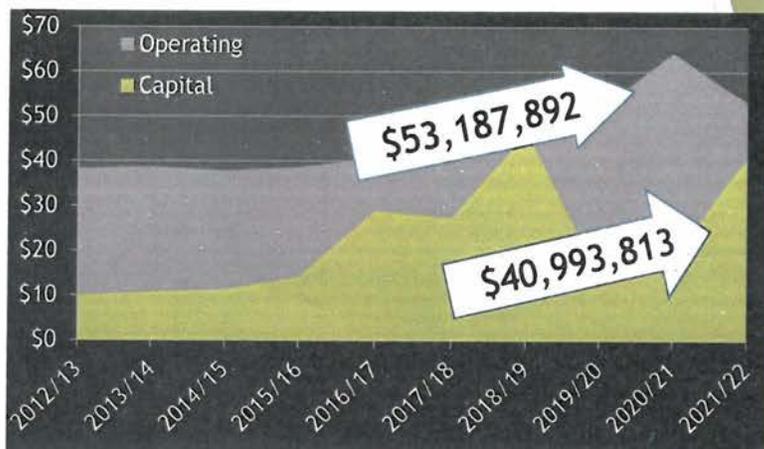
“Where the Money Comes From” Total Revenue: \$85,547,089



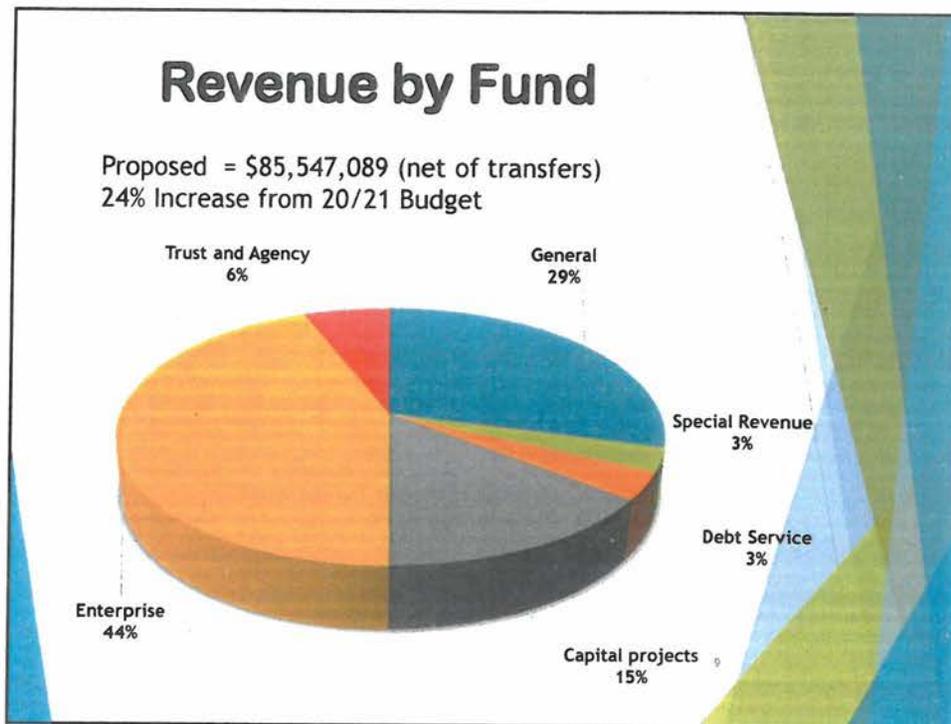
“Where the Money Goes” Total Expenditures: \$94,181,705



Operating vs. Capital Expenditures



Village of Bartlett FY 2021/22 Revenue Review



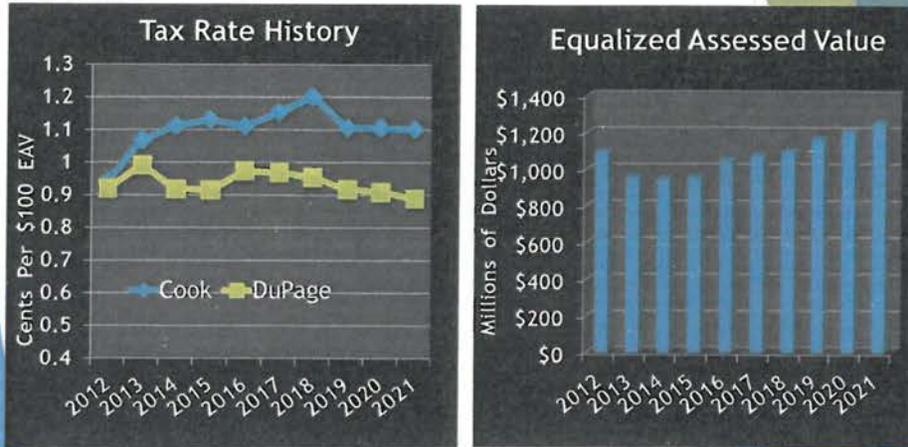
FY 2022 Revenue Review

‡ Property Taxes

- \$11,705,646
- 14% of total revenue, 35% of General Fund
- \$433,832 increase from FY20/21 Budget
- 4% increase from FY20/21 Budget

1. Dollar amount includes levy for General Corporate (+\$250,000), Police Pension (+\$377,477), Debt Service (-\$153,645)
2. Village's share of total property tax is about 10%
3. EAV is projected to increase about 4%
4. Estimated Cook rate = 1.10/\$100 - Estimated DuPage rate = .90/\$100. Increase to General Corporate levy for brush pickup

Property Tax Rates and EAV



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FY 2022 Revenue Review

† Other Taxes - Income Tax

- \$4,560,000
- 5.3% of total revenue, 18% of General Fund
- \$238,000 increase from FY20/21 Budget
- 5% increase from FY20/21 Budget

1. Village receives revenue based on per capita rate and population of 41,208. IML's latest estimate for FY 2021 = \$110.70 per capita
2. The IML is assuming the state doesn't reduce the LGDF rate.
3. State of Illinois rate is 4.95% and municipalities receive just under 6% of this

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FY 2022 Revenue Review

‡ Other Taxes - Sales Tax

- \$3,400,000
- 4% of total revenue, 13% of General Fund
- \$825,000 increase from FY20/21 Budget
- 32% increase from FY20/21 Budget

1. Village receives 1% tax of the 6.25% state rate on purchases made within the village
2. Online tax on sales will be distributed as sales tax starting January 2021. It had been distributed on a per capita basis as use tax.
3. Sales tax sharing agreements are reflected as expenditures in Administration dept budget entitled "Economic Incentives"
4. Ace Hardware and Culver's have sales tax incentives

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FY 2022 Revenue Review

‡ Other Taxes - Home Rule Sales Tax

- \$2,380,000
- 3% of total revenue, 9% of General Fund
- \$390,000 increase from FY20/21 Budget
- 20% increase from FY20/21 Budget

1. Village receives 1% tax on general merchandise purchases made within the village and starting January 2021 on some online purchases delivered to Bartlett
2. Tax is collected by the state and distributed to the municipalities
3. Began July 2018
4. Replaced natural gas and electric utility taxes

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FY 2022 Revenue Review

‡ Other Taxes - Local Use Tax

- \$900,000
- 1% of total revenue, 3% of General Fund
- \$850,000 decrease from FY20/21 Budget
- 38% decrease from FY20/21 Budget

1. Village receives revenue based on per capita rate and population of 41,208. IML latest update = \$44.50 using their old method
2. Amazon began withholding sales tax in Illinois in 2015. Online tax collections will be distributed as sales tax starting with January 2021 activity
3. About 50% of use tax activity was moved to the sales tax budget

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FY 2022 Revenue Review

‡ Other Taxes - Real Estate Transfer Tax

- \$850,000
- 1% of total revenue, 3% of General Fund
- Up \$50,000 from FY20/21 Budget

1. Commercial property sales have had positive results over the past five years. Almost 50% is from commercial sales with two sales accounting for \$220,000.
2. Average sale price of residential home was \$287,000

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FY 2022 Revenue Review

‡ Other Taxes - Gaming Tax

- \$250,000
 - 0.3% of total revenue, 1% of General Fund
 - No increase FY20/21 Budget
1. Revenue is used to fund economic incentives
 2. Estimate for FY20/21 is \$125,000

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FY 2022 Revenue Review

‡ Other Revenue - Development/Building Permits

- \$650,000
 - 0.8% of total revenue, 2.5% of General Fund
 - Increase of \$50,000 from FY20/21 Budget
1. Projected number of new residential permits is 30 up from 13 this year and 6 new commercial permits
 2. Commercial and industrial permits have been waived or reduced to serve as an economic development incentive tool in the past
 3. 3,000 miscellaneous permits are projected and are estimated to account for 56% of the permit revenue

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FY 2022 Revenue Review

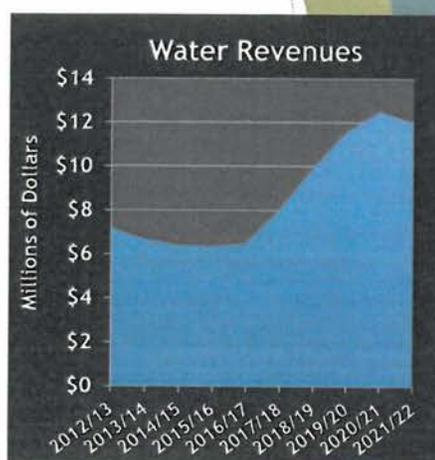
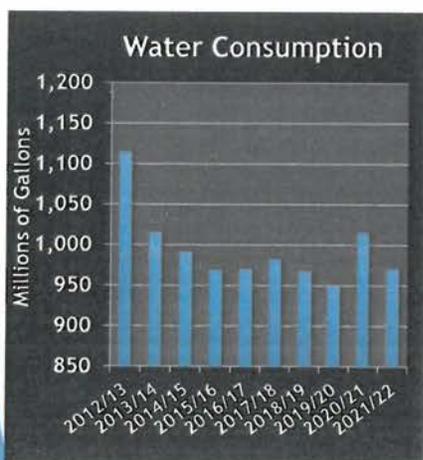
‡ Service Charges - Water Sales

- \$12,000,000
- 14% of total revenue
- No increase from FY20/21 Budget

1. Revenue is based upon consumption average with no rate increase
2. Average residential monthly water bill in proposed budget is \$70.56 based upon 6,000 gallons of usage per month
3. Rates will continue to be reviewed as capital improvements are completed and consumption changes

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Water Revenue and Consumption History



20

FY 2022 Revenue Review

‡ Service Charges - Sewer Sales

- \$6,075,000
- 7% of total revenue
- \$1,130,000 decrease from FY20/21 Budget
- 16% decrease from FY20/21 Budget

1. Increase was not implemented in 19/20. Planned increase 22/23
2. Debt service on WWTP loans expected to start fall of 2023
3. Average residential monthly sewer bill by county based on 6,000 gallons:
 - a) Cook = \$24.53/month
 - b) DuPage = \$43.24/month
 - c) Kane = \$19.19/month

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FY 2022 Revenue Review

‡ Service Charges - Golf

- \$1,190,550
- 1.4 % of total revenue
- \$52,600 increase from FY20/21 Budget
- 5% increase from FY20/21 Budget

1. Proposed budget projects 31,750 rounds of golf, a 750 round increase from the FY 2020/21 budget. Projection is down 750 rounds from the current year estimate
2. Proposed revenue budget is 5% below 20/21 estimate
3. Pro shop sales are budgeted at \$86,750, down 5%

22

FY 2022 Revenue Review

‡ Service Charges - Food and Beverage

- \$1,051,000
 - 1.2% of total revenue
 - \$17,000 increase from FY20/21 Budget
 - 2% increase from FY20/21 Budget
1. Actual revenue for 20/21 is projected to be \$349,000.
 2. The budget reflects an increase due to events already booked for next year
 3. Assumes large events will be allowed

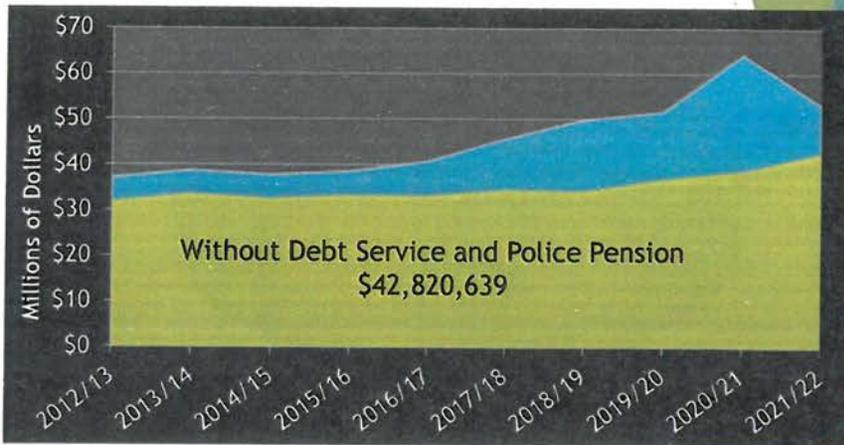
23

Village of Bartlett FY 2021/22 Expenditure Review

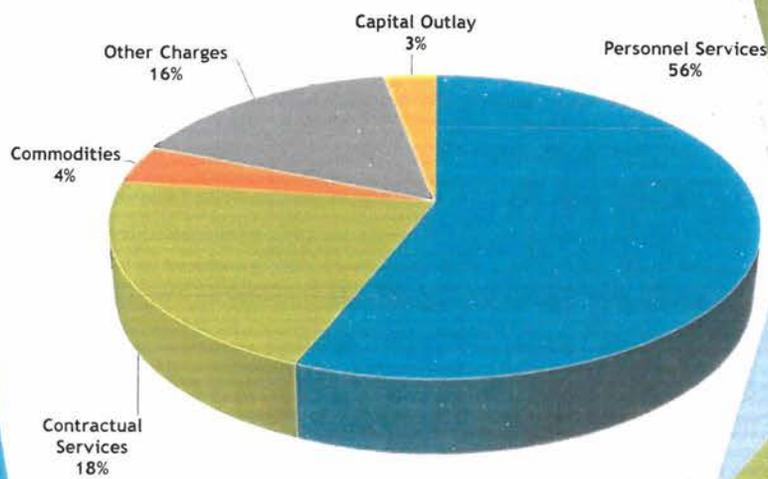
24

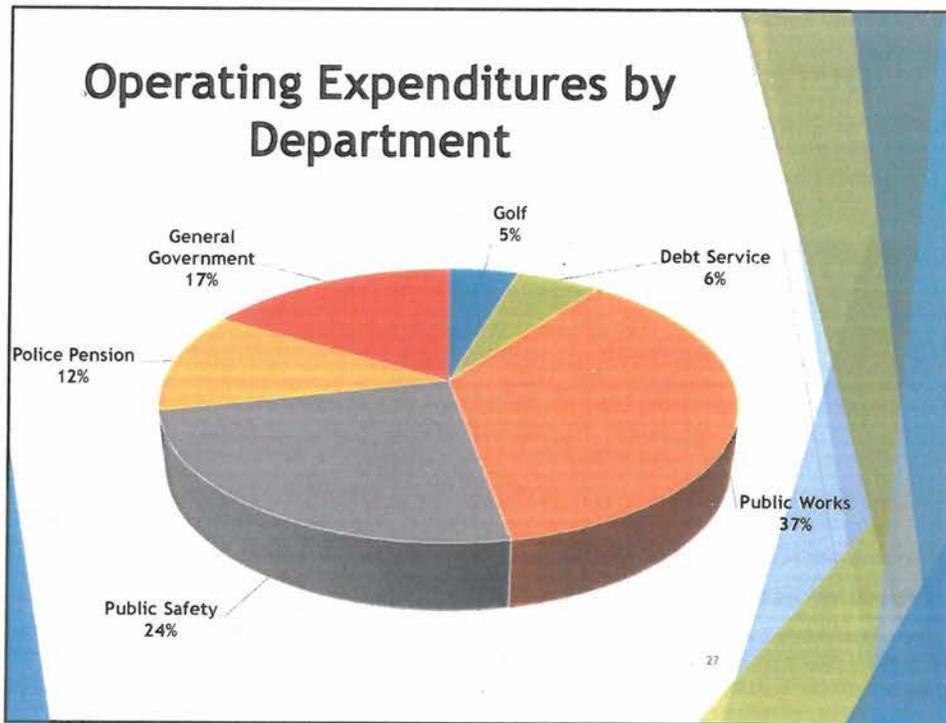
Operating Expenditures Total

Proposed Operating Expenditures = \$53,187,892
Down from the FY20/21 estimate due to debt refunding



Operating Expenditures By Type





FY 2022 General Fund

- Estimated beginning cash balance \$13,426,607
 - Budgeted revenues \$24,784,497
 - Budgeted expenditures \$22,779,922
 - Net transfers (\$3,063,637)
 - Ending balance \$12,367,545
1. Budgeted use of available fund balance is \$1,059,062
 2. TR to Central Services \$1,072,082, up \$66,532 from prior year
 3. TR to Vehicle Replacement \$516,902, no change
 4. TR to Police Pension Fund \$2,067,903, equal to 2020 levy amount
 5. TR in from MFT/Water/Sewer/Parking/Golf \$593,250, no change
 6. Includes two additional police officers to maintain staffing level

FY 2022 Central Services

- Estimated beginning balance \$636,474
 - Annual transfer from departments \$1,456,404
 - Proposed budget for FY21/22 \$1,456,404
 - Ending balance \$636,474
1. Operating expenses for FY21/22 \$1,351,704
 2. Includes \$60,000 for village-wide technology master plan
 3. Machinery & Equipment for FY 21/22 is \$104,200

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FY 2022 Vehicle Replacement

- Estimated beginning balance \$1,742,802
 - Annual transfer from departments \$593,770
 - Proposed budget for FY21/22 \$819,619
 - Ending balance \$1,528,953
 - Estimated expenses FY20/21 \$397,272
1. A total of 9 vehicles and 2 mowers are scheduled to be replaced in this budget
 2. Six vehicles are still on order from the current year and not expected to be delivered until the 21/22 fiscal year

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Budget Snapshot

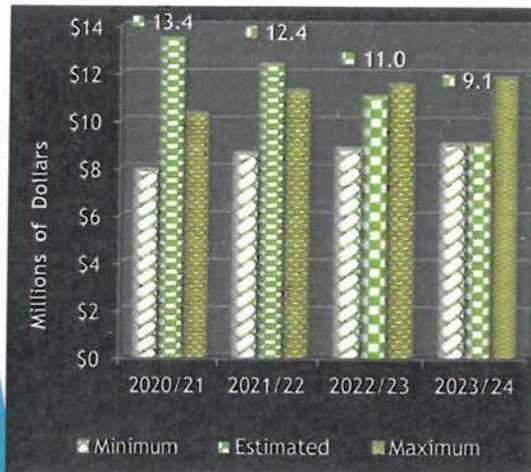
- No new taxes or fees
- General property tax levy increased for brush pickup
- Non-union wage increase of 2.5% factored in
- Net of two employees being added
- No water or sewer rate increases
- Capital improvement projects totaling \$34 million

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Village of Bartlett FY 2021/22 Fund Balance Review

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Fund Balance - General Fund

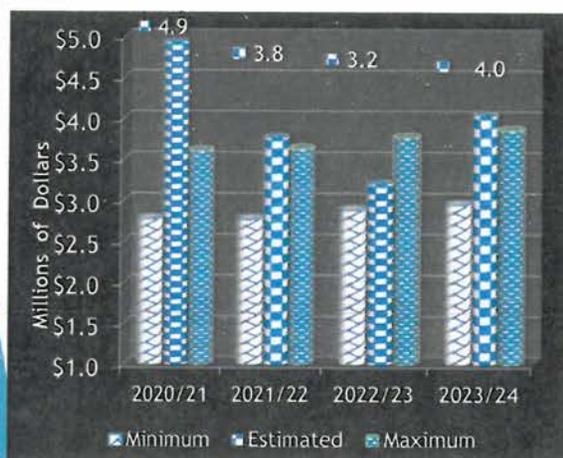


Policy

- 25 - 35% of operating expenditures
- Avg. increase in property tax levy and liabilities
- Designated reserves
- Restricted Funds

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Fund Balance - Water Fund

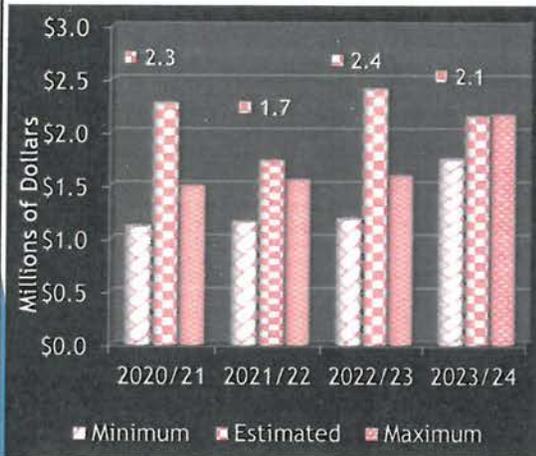


Policy

- 25 - 35% of operating expenditures
- Designated reserves:
 - Radium Removal
 - Loan Payments
 - Capital Improvement

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Fund Balance - Sewer Fund



Policy

- 25 - 35% of operating expenditures
- Designated reserves:
 - Debt Service
 - Capital Improvement Reserve

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Thanks

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VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

1100-VILLAGE BOARD/ADMINISTRATION

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	30.53
	INVOICES TOTAL:	30.53

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	16,512.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	685.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	649.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	667.50
	INVOICES TOTAL:	19,438.50

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	2,656.50
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	444.00
1 V3 COMPANIES LTD	ROUTE 59/LAKE STREET PROJECT	307.50
	INVOICES TOTAL:	3,408.00

1210-LIABILITY INSURANCE

544100-LIABILITY INSURANCE PREMIUMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	VOLUNTEER COVERAGE	850.00
	INVOICES TOTAL:	850.00

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS JANUARY	-499.96
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2019 CLOSED CLAIMS JANUARY	46,032.30
	INVOICES TOTAL:	45,532.34

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	110.50
	INVOICES TOTAL:	110.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP/KLEENEX/SUPPLIES	5.24
1 WAREHOUSE DIRECT	TONER	80.76
1 WAREHOUSE DIRECT	PAPER/BINDERS	37.39
1 WAREHOUSE DIRECT	FOLDERS/BINDER CLIPS	35.49
1 WAREHOUSE DIRECT	TONER	223.99
INVOICES TOTAL:		382.87

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CANON SOLUTIONS AMERICA INC	COPIER MAINTENANCE SERVICE	381.93
INVOICES TOTAL:		381.93

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	198.52
INVOICES TOTAL:		198.52

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIERS	386.23
1 AMAZON CAPITAL SERVICES INC	AIR PURIFIER	159.79
INVOICES TOTAL:		546.02

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NATIONAL ENVIRONMENTAL HEALTH ASSOC	MEMBERSHIP DUES ID 4921/SCHROER	100.00
1 BRUCE SCHROER	REHA RENEWAL FEE	130.00
INVOICES TOTAL:		230.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SOUTHERN COMPUTER WAREHOUSE	IPAD FOR PDS PLANNER	192.28
INVOICES TOTAL:		192.28

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	144.77
INVOICES TOTAL:		144.77

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDI USA INC	SOFTWARE MAINTENANCE/SUPPORT	2,000.00
	INVOICES TOTAL:	2,000.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	171.88
1 ARMY TRAIL TIRE AND SERVICE	VEHICLE MAINTENANCE	135.10
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	46.62
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	531.58
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	509.56
1 UNITED AUTO REPAIR	WIPER BLADE REPLACEMENT	15.00
	INVOICES TOTAL:	1,409.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	REFRESHMENTS FOR INTERVIEWS	67.11
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	20.61
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER RX INJECTION	197.32
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINATIONS	132.92
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	23.98
1 MICHAEL KMIECIK	LUTHER K9 FOOD	136.81
1 PI VARIABLES INCORPORATED	LED TRAFFIC FLARES	905.01
1 PORTER LEE CORPORATION	EVIDENCE TECHNICIAN SUPPLIES	258.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	139.73
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	259.75
	INVOICES TOTAL:	2,141.24

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	213.93
	INVOICES TOTAL:	213.93

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	14.25
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	50.80
	INVOICES TOTAL:	65.05

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	7,500.14
	INVOICES TOTAL:	7,500.14

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	TAPE REFILLS	10.32
1 WAREHOUSE DIRECT	STYROFOAM CUPS/PAPER	69.19
1 WAREHOUSE DIRECT	STAMP	38.50
1 WAREHOUSE DIRECT	STAMP	38.50
1 WAREHOUSE DIRECT	BATTERIES/PENS/SUPPLIES	164.20
1 WAREHOUSE DIRECT	BATTERIES/DESK ORGANIZER	63.93
INVOICES TOTAL:		384.64

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	SOAP DISPENSERS	99.00
1 QUINCY COMPRESSOR LLC	COMPRESSOR REPAIRS	588.75
INVOICES TOTAL:		687.75

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CARLY JOHNS	TRAINING EXPENSES	69.44
INVOICES TOTAL:		69.44

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A CHILD IS MISSING INC	ALERT PROGRAM PARTICIPATION	500.00
1 CIT INTERNATIONAL INC	MEMBERSHIP RENEWAL/J CROWLEY	25.00
INVOICES TOTAL:		525.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TECHLINE TECHNOLOGIES INC	SEVERE WOUND CARE TRAINING KITS	3,004.88
INVOICES TOTAL:		3,004.88

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FACTORY CLEANING EQUIPMENT INC	EQUIPMENT RENTAL	565.00
1 FACTORY CLEANING EQUIPMENT INC	EQUIPMENT RENTAL	135.00
INVOICES TOTAL:		700.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.44
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	172.72
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	76.00
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	41.71
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	37.81

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

INVOICES TOTAL: **353.68**

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	3,420.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	2,520.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	1,755.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	2,295.00
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	4,185.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	1,215.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	1,215.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	1,215.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	1,350.00
1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	2,025.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	3,780.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	3,780.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	5,940.00
1 HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	4,320.00
1 HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	3,780.00
1 HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	3,510.00
1 HENSON CONCRETE CONSTRUCTION	SNOW REMOVAL SERVICES	3,510.00
1 HENSON CONCRETE CONSTRUCTION	SNOW PLOWING SERVICES	5,130.00
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	1,350.00
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	945.00
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	990.00
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	900.00
1 S & B PLOWING & SNOW REMOVAL	SNOW REMOVAL SERVICES	1,620.00
<u>INVOICES TOTAL:</u>		60,750.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	417.75
1 STATE TREASURER	TRAFFIC SIGNAL MAINTENANCE	1,594.20
<u>INVOICES TOTAL:</u>		2,011.95

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	MATERIALS & SUPPLIES	68.36
1 AIRGAS USA LLC	CYLINDER RENTAL	190.89
1 GRAINGER	SNOW BRUSHES	96.90
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	298.51
1 MIDWEST SALT LLC	3-WAY DEICER	779.10
<u>INVOICES TOTAL:</u>		1,433.76

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	8,559.99

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021**

INVOICES TOTAL: 8,559.99

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/PAPER/OFFICE SUPPLIES	43.03
	<u>INVOICES TOTAL:</u>	<u>43.03</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	484.30
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	49.12
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	71.88
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	322.23
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	258.78
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	125.00
1 MONROE TRUCK EQUIPMENT INC	MAINTENANCE SUPPLIES	485.25
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	102.23
1 ULTRA STROBE COMMUNICATIONS INC	MICROPHONE REPLACEMENT	49.95
1 WEST SIDE TRACTOR SALES	MAINTENANCE SUPPLIES	50.12
1 WHOLESALE DIRECT INC	MAINTENANCE SUPPLIES	537.24
	<u>INVOICES TOTAL:</u>	<u>2,536.10</u>

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	LIGHTING MATERIALS	459.00
1 GRAINGER	MIDGET FUSES	52.20
1 GRAINGER	LIGHT BULBS	67.25
1 GRAINGER	LIGHT BULBS	578.35
	<u>INVOICES TOTAL:</u>	<u>1,156.80</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	CREDIT - RETURN	-910.00
	<u>INVOICES TOTAL:</u>	<u>-910.00</u>

2200-MFT EXPENDITURES

583082-STEARN'S RD COUNTY CRK CULVRT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	STEARN'S CULVERT PROJECT	400.00
	<u>INVOICES TOTAL:</u>	<u>400.00</u>

4200-MUNICIPAL BLDG PROJECTS EXP

584023-GOLF COURSE FACILITY IMPROV

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

1 AMAZON CAPITAL SERVICES INC	OUTDOOR TABLES/CHAIRS	6,984.77
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,616.68
	INVOICES TOTAL:	8,601.45

4420-59 & LAKE EXPENDITURES

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	FORMER CRUISE AMERICA DEMOLITION	769.25
	INVOICES TOTAL:	769.25

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 2020	428,041.25
	INVOICES TOTAL:	428,041.25

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	150.00
1 METROPOLITAN WATER RECLAMATION	SUNRISE LAKE 2020 USER CHARGE	21.19
	INVOICES TOTAL:	171.19

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY 2021 BILLING	745.95
	INVOICES TOTAL:	745.95

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	CROWN WATER MODEL	2,456.00
1 DIXON ENGINEERING INC	T-MOBILE ANTENNA INSPECTION	950.00
1 DIXON ENGINEERING INC	T-MOBILE ANTENNA INSPECTION	950.00
	INVOICES TOTAL:	4,356.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	102.08
1 NICOR GAS	GAS BILL	87.06
	INVOICES TOTAL:	189.14

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	1,133.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 3/2/2021

INVOICES TOTAL: 1,133.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	3,115.17
1 CORE & MAIN LP	MATERIALS & SUPPLIES	344.53
1 CORE & MAIN LP	MATERIALS & SUPPLIES	95.19
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	550.05
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	353.15
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	88.08
INVOICES TOTAL:		<u>4,546.17</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	705.20
INVOICES TOTAL:		<u>705.20</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	WATER/SEWER ENVELOPES	262.74
1 WAREHOUSE DIRECT	COFFEE/PAPER/OFFICE SUPPLIES	48.47
INVOICES TOTAL:		<u>311.21</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MOTORS/FAN BLADE	513.97
1 GRAINGER	MOTOR/THERMOSTAT	269.66
1 HAWKINS INC	PUMP/SUPPLIES	2,374.42
INVOICES TOTAL:		<u>3,158.05</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - DECEMBER 2020	36,196.20
INVOICES TOTAL:		<u>36,196.20</u>

5100-SEWER OPERATING EXPENSES

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	FEBRUARY 2021 BILLING	745.94
INVOICES TOTAL:		<u>745.94</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	264.39
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	173.03

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	42.05
1 NICOR GAS	GAS BILL	122.86
INVOICES TOTAL:		602.33

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	6,779.50
INVOICES TOTAL:		6,779.50

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENT	178.66
INVOICES TOTAL:		178.66

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	190.88
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	145.75
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	1,057.06
INVOICES TOTAL:		1,393.69

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - JAN 2021	1,333.69
INVOICES TOTAL:		1,333.69

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/PAPER/OFFICE SUPPLIES	44.97
INVOICES TOTAL:		44.97

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	26.33
1 EJ EQUIPMENT INC	EQUIPMENT MAINTENANCE	189.00
INVOICES TOTAL:		215.33

5190-SEWER CAPITAL PROJECTS EXP

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STRAND ASSOCIATES INC	WWTP DESIGN IMPROVEMENTS	17,600.00
INVOICES TOTAL:		17,600.00

5200-PARKING OPERATING EXPENSES

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 UNIFIRST CORPORATION	MATS	24.54
1 UNIFIRST CORPORATION	MATS	24.54
INVOICES TOTAL:		49.08

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/NOV-JAN 2021	223.20
INVOICES TOTAL:		223.20

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	128.40
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	74.98
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	96.69
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	509.14
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	47.13
1 NICOR GAS	GAS BILL	86.58
INVOICES TOTAL:		942.92

550-GOLF FUND REVENUES

460000-GREENS FEES - 18 HOLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GOLFNOW	GOLFNOW REFUNDS - JAN 2021	490.00
INVOICES TOTAL:		490.00

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ELISE BEESKOW	DEPOSIT REFUND	100.00
** 1 ASHLEY MARCH	DEPOSIT REFUND	500.00
** 1 ORASA SIHABOUTH	DEPOSIT REFUND	2,000.00
INVOICES TOTAL:		2,600.00

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	326.29
INVOICES TOTAL:		326.29

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COLLEY ELEVATOR COMPANY	ELEVATOR MAINTENANCE	408.00
1 ONE SOURCE ROOFING & MAINTENANCE LLC	ROOF REPAIRS	550.00

** Indicates pre-issue check.

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1	ONE SOURCE ROOFING & MAINTENANCE LLC	ROOF REPAIRS	715.00
1	SYSCO FOOD SERVICES - CHICAGO	FOOD PLATTERS/SILICONE SEALANT	16.30
			INVOICES TOTAL: 1,689.30

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	26.64
1 NICOR GAS	GAS BILL	1,217.30
		INVOICES TOTAL: 1,243.94

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOUR EDGE GOLF MFG INC	CREDIT - RETURN	-1,283.00
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	1,456.50
1 TOUR EDGE GOLF MFG INC	GOLF CLUBS	795.00
		INVOICES TOTAL: 968.50

5510-GOLF MAINTENANCE EXPENSES

522300-UNIFORM RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
		INVOICES TOTAL: 100.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	8.88
1 NICOR GAS	GAS BILL	348.23
1 NICOR GAS	GAS BILL	405.78
		INVOICES TOTAL: 762.89

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	EXHAUST MUFFLER	109.00
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	56.25
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	18.56
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	10.75
1 J W TURF INC	MAINTENANCE SUPPLIES	219.07
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	925.50
		INVOICES TOTAL: 1,339.13

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	303.66

** Indicates pre-issue check.

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INVOICES TOTAL: **303.66**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MATTHEW GIERMAK	ONLINE EDUCATION CLASSES	555.00
<u>INVOICES TOTAL:</u>		555.00

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.44
1 NICOR GAS	GAS BILL	202.89
<u>INVOICES TOTAL:</u>		207.33

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.78
<u>INVOICES TOTAL:</u>		145.78

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
<u>INVOICES TOTAL:</u>		58.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VALENTINE'S BRUNCH ADVERTISING	120.00
1 EXAMINER PUBLICATIONS INC	FISH FRY ADVERTISING	60.00
<u>INVOICES TOTAL:</u>		180.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PLATTERS/SILICONE SEALANT	55.81
<u>INVOICES TOTAL:</u>		55.81

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	4.44
1 NICOR GAS	GAS BILL	202.89
<u>INVOICES TOTAL:</u>		207.33

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
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** Indicates pre-issue check.

VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 3/2/2021

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	145.79
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	230.14
INVOICES TOTAL:		375.93

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASE	372.72
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	186.28
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	291.02
1 GRECO AND SONS INC	FOOD PURCHASE	335.56
1 GRECO AND SONS INC	FOOD PURCHASE	152.94
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	78.44
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	2,476.22
INVOICES TOTAL:		3,893.18

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
INVOICES TOTAL:		256.55

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUELAKE TECHNOLOGIES	KOFAX ANNUAL SUPPORT RENEWAL	2,325.00
1 TREBRON COMPANY INC	MOBILE DEVICE MGMT AGREEMENT	4,180.00
INVOICES TOTAL:		6,505.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	228.16
1 UNIFIRST CORPORATION	MATS	91.44
1 UNIFIRST CORPORATION	MATS	91.44
INVOICES TOTAL:		411.04

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CALL ONE	TELEPHONE BILL	294.59
1 COMCAST	TELEPHONE BILL	4,123.08
INVOICES TOTAL:		4,417.67

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	413.99
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	61.68
INVOICES TOTAL:		475.67

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	HAND SOAP/KLEENEX/SUPPLIES	157.16
1 WAREHOUSE DIRECT	DISINFECTANT WIPES	39.99
1 WAREHOUSE DIRECT	PAPER/BINDERS	351.80
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	80.59
INVOICES TOTAL:		629.54

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	11.98
INVOICES TOTAL:		11.98

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WEBCAM WITH MICROPHONE	59.99
1 AMAZON CAPITAL SERVICES INC	OMNIKEY READERS	126.00
1 TOWN & COUNTRY GARDENS	FLOWERS	249.97
INVOICES TOTAL:		435.96

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	367.70
INVOICES TOTAL:		367.70

GRAND TOTAL: 714,529.93

GENERAL FUND	166,083.38
MOTOR FUEL TAX FUND	400.00
MUNICIPAL BUILDING FUND	8,601.45
59 & LAKE TIF FUND	769.25
WATER FUND	479,553.36
SEWER FUND	28,894.11
PARKING FUND	1,215.20
GOLF FUND	15,502.07
CENTRAL SERVICES FUND	13,143.41
POLICE PENSION FUND	367.70
GRAND TOTAL	714,529.93

** Indicates pre-issue check.

**A PROCLAMATION CELEBRATING THE 130th ANNIVERSARY OF
THE VILLAGE OF BARTLETT'S INCORPORATION**

WHEREAS, on February 28, 1891, a group of Bartlett men, among them Louis Stumpf, John Carr, Jacob Schmidt, August Schick, Herman Niewisch and Charles F. Schultz, got together in the room above the Bartlett Tap and voted 49 to 0 to formally create the Village of Bartlett; and

WHEREAS, after the incorporation became official on March 2, 1891, exactly 130 years ago today, the new Village Board began meeting regularly to address local concerns facing the growing community, including liquor licenses, sidewalks, street repairs, dog licenses and the \$83.33, which they decided was the proper amount for contingency funds in the first Village budget; and

WHEREAS, because the new community was in need of a Village Hall, Bartlett's sage forefathers made finance appropriations a priority and agreed to purchase land for the municipal building at a grand cost of \$125; and

WHEREAS, despite its growth to a current population of more than 40,000, its thriving businesses, many acres of parks, multiple schools, worship facilities and its always active civic organizations, you don't have to look too long or too hard to see the simple but proud Village that began 130 years ago; and

WHEREAS, then and now, Bartlett is a municipality that tries to anticipate the needs of its citizens and how best to meet them; then and now it is a Village that stares down its challenges, including a more than yearlong global pandemic; and from its beginnings until now, it continues to be a community that celebrates its achievements and where people are happy to live, work and play;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim a very, very happy milestone birthday to the Village of Bartlett. I look back at our history and see how greatly we have surpassed our humble beginnings. I look forward to the years ahead with excitement and hope that Bartlett is, and always will be, a community that our residents are proud to call home.

Dated this 2nd day of March 2021



Kevin Wallace, Village President

A Proclamation Recognizing Bartlett Hills Golf Course Superintendent Kevin DeRoo upon his Retirement from the Village of Bartlett

WHEREAS, Kevin DeRoo started in his position as golf course superintendent at Bartlett Hills in January of 1991 and for 30 years has seen to both the daily upkeep and long-term planning and maintenance for this municipal course, successfully transforming it into one of the finest golf courses in the area; and

WHEREAS, with DeRoo's discerning vision and his hard work, the 18-hole course, which was originally built in 1929 and purchased by the village in 1978, has been reshaped over the years to complement the improvements demanded by today's golfers while maintaining its classic character; and

WHEREAS, DeRoo's judicious oversight of a conversion to bent grass fairways and the 2002 redesign of several greens helped to more firmly plant Bartlett Hills as a favorite destination for Chicagoland golfers; and

WHEREAS, during his tenure, Kevin has always been a model of unflinching dedication and steady guidance even in the face of torrential rains, unending heat and drought, late springs and all too early and all too long winters; and

WHEREAS, the Village is forever appreciative that Kevin has made the maintenance of Bartlett Hills fairways and greens and the enjoyment of area golfers his full time job for 30 years;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Bartlett Hills Golf Course Superintendent Kevin DeRoo for his many years of service to our community. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement free of overcast skies and soggy turf and filled with good health and much happiness.

Dated this 2nd Day of March 2021



Kevin Wallace, Village President

A Proclamation Recognizing Long-Time Employee Russ Kinney upon his Retirement from the Village of Bartlett

WHEREAS, it took a global pandemic for Russ Kinney, Bartlett's most mature employee at 91 years young, to finally step away from his duties at the village's public works department in what is technically his second retirement; and

WHEREAS, Russ started working for the Village of Bartlett on February 1, 1991 as a fill-in for another employee and when that employee returned, he was hired full time as a maintenance worker for the water department at the then going rate of \$9.75 per hour; and

WHEREAS, Kinney's first retirement, from his full-time position, was in January of 1995, after which he was rehired as a part-time custodian in public works; and

WHEREAS, his long and steady attendance and his unimpeachable work ethic made Russ an indispensable Bartlett employee, we cannot overlook the much-needed value he always added as an all-star softball player during the village's annual game against the chamber of commerce; and

WHEREAS, due to COVID, the public works department has been understandably deprived of Russ' cheerful presence while he stayed home to protect his health and the health of his wife, Betty; and

WHEREAS, the Village of Bartlett is more than proud to have had this exceptional man as our employee for these many years;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, extend our deep and affectionate appreciation to Russ Kinney for his dedicated service to our Village and offer him our very best wishes for a long, happy and healthy retirement.

Dated this 2nd Day of March 2021



Kevin Wallace, Village President

Memorandum

To: Paula Schumacher, Village Administrator
From: Brian K. Goralski, Building Director
Date: February 15th, 2021
Re: Performance of Elevator and Other Conveyances Inspection Services

In January of 2018 The Village Board approved the contract with Thompson Elevator Inspection Service for a three-year term. At that time the Village had 58 elevators. This coming year when BAPS youth center and Rana offices are complete the Village will have 70 elevators. The last contract the Village added some new requirements to the contract with Thompson. First, Public schools in the jurisdiction of the Village will be inspected by the Village's approved elevator inspection agency. Secondly, we have the elevator inspection agency conduct direct billing and all invoices are generated by the elevator company and mailed directly to property owner/manager.

We are proposing to renew our elevator contract with Thompson Elevator Inspection Service. For the first time that I can remember we have had no complaints from our elevator owners regarding our elevator inspections conducted by Thompson. Thompson was the lowest bidder in 2018 and is well know in the Chicago Metropolitan area. They have vast municipal experience that far exceeds the minimum qualifications set forth in our contract requirements.

Our current elevator inspection fee is \$41.00 per elevator for an elevator to be inspected annually. The Village of Bartlett fees are the lowest from our surrounding communities. The elevators are owned and maintained by our commercial/industrial business owners in town. All of the elevator service companies make their fees from all elevator owners by witnessing load category test requirements. Maintenance fees that our elevator owners have to pay annually to maintain their elevators range from 5 to 10K. Some of the expensive fees may be a la carte adding additional costs to our elevator owners.

Therefore, I am recommending that the Village Board approve an elevator service contract for inspection services between Thompson Elevator Inspection Services and the Village of Bartlett, and the contract for inspection services.

RESOLUTION 2021 - _____

I move to approve Resolution 2021-_____, a Resolution to approving the renewal contract for elevator inspection services between the Village of Bartlett and Thompson elevator Inspection Service, Inc.

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING THE RENEWAL CONTRACT FOR
ELEVATOR INSPECTION SERVICES BETWEEN THE VILLAGE OF BARTLETT
AND THOMPSON ELEVATOR INSPECTION SERVICE, INC.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Renewal Contract for Elevator Inspection Services dated March 2, 2021, between the Village of Bartlett and Thompson Elevator Inspection Services, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

ATTEST: Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

RENEWAL CONTRACT FOR ELEVATOR INSPECTION SERVICES

MADE AND ENTERED as of March 2, 2021 by and between THOMPSON ELEVATOR INSPECTION SERVICE, INC., an Illinois corporation (alternatively referred to herein as "Thompson" or "Inspector") and the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (hereinafter referred to as the "Village").

RECITALS:

WHEREAS, in 2017 the Village published and distributed a Request for Proposal ("RFP") for the Performance of Elevator and Other Conveyances Inspection Services and awarded a contract for said inspections to Thompson Elevator Inspection Services, Inc., the lowest qualified proposer; and

WHEREAS, in 2017 the Village had 58 existing elevators, dumbwaiters, escalators, platform lifts, stairway chair lifts or automatic people movers (collectively, "Elevators and Other Conveyances") that required annual inspections, and since then have added 12 new Elevators and Other Conveyances (the plans for which Thompson has reviewed for the Village) and will also be required to inspected on an annual basis; and

WHEREAS, in 2020 the Building Code was amended but did not increase elevator inspection fees. The current fee is \$31.00 per inspection plus a \$10.00 administrative fee per inspection. In addition, Thompson fee will remain the same (no change) to \$41.00 per inspection; and

WHEREAS, the cost of the inspection services as set forth on the Schedule of Fees attached hereto as Exhibit C do not exceed the Increased Inspection Fees set forth in the Building Code, and for the 70 Elevator and Other Conveyances, and for future Elevators and Other Conveyances, all of which inspection services are billed directly by Thompson to the owners, property managers or developers of properties in the Village that have Elevator and Other Conveyances, and the fees for Inspection Services performed by Thompson are paid directly by said owners, property managers and developers of the Elevators and Other Conveyances to Thompson and are not paid by the Village.

IN CONSIDERATION of permission and authority of the Village of Bartlett (the "Village") to undertake the inspection duties of Elevators and Other Conveyances for the Village, THOMPSON ELEVATOR INSPECTION SERVICE, INC., 830 E. Rand Road, Unit 10, Mount Prospect, Illinois, 60056, will perform mechanical and electrical inspections as necessary on an annual basis and from time to time required, for existing and new Elevator and Other Conveyances, and shall review architectural plans and shop drawings for Code compliance in connection with new construction and/or modernization projects proposed with Elevator and Other Conveyance systems assigned by the Village (the "Inspection Services") upon the following terms and conditions.

1. Inspection Services. Inspections will be performed by the Inspector at the addresses assigned by the Building Department of the Village of Bartlett in accordance with the Bartlett Municipal Code, and other pertinent statutes, codes, rules and regulations issued by any governmental authority regarding construction, operation, maintenance, control, safety and/or inspection of said devices, including, but not limited to Sections 9-8-19 through 9-8-33, inclusive,

of the Bartlett Municipal Code; the applicable provisions of the International Building Code ("IBC") incorporated by reference in the Bartlett Building Code, including, without limitation, IBC Chapter 30 governing Elevator and Conveying Systems; the Elevator Safety and Regulation Act (225 ILCS 312/1, *et seq.*) (the "Act"); the Illinois Elevator Safety Rules (41 Ill. Admin. Code, Ch II, Pt. 1000) (the "Administrative Rules"), (hereinafter collectively referred to as the "Laws"), and (i) the General Conditions and Instructions that were made a part of the Village of Bartlett Request for Proposals for the Performance of Elevator and Other Conveyances Inspection Services dated November 29, 2017 (the "Elevator RFP") attached hereto as Exhibit A; (ii) that certain Illinois Elevator Safety Program Agreement dated July 17, 2007 (or more recent revision) between the Office of the State Fire Marshall ("OSFM") and the Village as the "Local Authority" (the "OSFM Elevator Agreement") attached hereto as Exhibit B; and (iii) the Schedule of Fees attached hereto as Exhibit C (collectively, the "Contract Documents").

2. Inspector to Direct Bill. The Inspector shall be solely responsible to directly bill the property owner or property manager and/or developer of property with Elevators or Other Conveyances for all services performed hereunder in strict accordance with the Contract Documents and charge reasonable fees therefor in accordance with the Schedule of Fees attached hereto as Exhibit C, which is expressly made a part of this Contract, it being acknowledged and agreed that said schedule applies to each mechanical device inspection and plan review services.

3. Inspector Insurance Obligations. Inspector shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and services provided to the Village by Inspector, its agents, representatives, employees or subcontractors, and directly billed by the Inspector to the applicable property owner, property manager or developer. The cost of such insurance shall be borne solely by Inspector.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001 1185) or Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or the most recent revision.

Please note Endorsement CG 21 34 11 88, CG 21 39 11 88 or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.

2. Insurance Services Office Business Auto Coverage form number CA 0001 0187 covering Automobile Liability, code 1 "any auto" and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3. Workers' Compensation insurance as required by statute and Employers Liability insurance.

B. Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. Commercial General Liability (CGL) Insurance Services Office form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, bodily injury, personal injury, advertising injury and property damage, with limits of no less than \$1,000,000 per occurrence. If general aggregate limit applies, either the general aggregate limit shall apply separately to this undertaking using the endorsement IS CG 25 03 or 25 04 or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no autos, Code 8 (hired) and Code 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by statute and Employers Liability with limit no less than \$1,000,000 per accident for bodily injury and disease.

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Inspector's profession, with limit no less than \$1,000,000 per occurrence or claim, with \$2,000,000 aggregate.

C. If the Inspector maintains broader coverage and/or higher limits than the minimum shown above, the Village requires and shall be entitled to the broader coverage and/or higher limits in excess of the specified minimum limits of insurance and coverage shall be available to the Village.

D. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. *Additional Insured Status*

The Village, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Inspector including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Inspector's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. *Primary Coverage*

For any claims related to this Contract for Inspection Services, the **Inspector's insurance coverage shall be primary** coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or

self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Inspector's insurance and shall not contribute with it.

3. Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be cancelled, except with notice to the Village.**

4. Waiver of Subrogation

Inspector hereby grants to Village a waiver of any right to subrogation which any insurer of said Inspector may acquire against the Village by virtue of the payment of any loss under such insurance. Inspector agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Village has received a waiver of subrogation endorsement from the insurer.

5. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. The Village may require the Inspector to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Village.

6. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Village.

7. Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
- c. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Inspector must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of work.

8. Verification of Coverage

Inspector shall furnish the Village with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Village before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the Inspector's obligation to provide them. The Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

9. Subcontractors

Inspector shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Inspector shall ensure that the Village is an additional insured on insurance required from subcontractors.

10. Special Risks or Circumstances

Village reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

4. Inspector Indemnification Obligations. Inspector shall protect, indemnify, hold and save harmless and defend the Village, its officers, officials, employees, volunteers and agents against any and all claims, costs, causes, actions and expenses, including but not limited to, attorney's fees incurred by reason of any and all lawsuits, claims for compensation, demands, liabilities and payments *ex contractu*, *ex delicto*, penal or otherwise arising in favor of any person, Village or corporation, including the employees, officers, independent contractors, subcontractors, or representatives of Inspector, or other persons, firms or corporations directly or indirectly employed by Inspector or working in connection with it under the obligations of this Contract on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance of Inspector's obligations under this Contract, whether such loss, damage, injury or liability is contributed to any Elevator and Other Conveyances, premises themselves or any equipment thereon, whether latent or patent, or from other causes whatsoever, except to the extent any such liability for damages is attributable to the negligence of the Village. Notwithstanding the foregoing, however, it is agreed that Inspector does not assume possession, control or ownership rights of any part of the equipment inspected but such remains that of the owner thereof. Inspector represents that it only will make such examination of the equipment as that necessary to determine the safety and operation of the work described hereinbefore for compliance of the Laws, the OSFM Elevator Agreement, and all applicable regulations; and upon timely notification to the Village of violations or safety and mechanical violations, thereby further assumes no responsibility or liability for any part of the equipment insofar as its continued mechanical functioning or use thereafter is concerned in the event the Village fails to take appropriate steps to stop the further operation and use of such equipment until it is repaired, replaced, altered or the other work indicated and recommended by Inspector has been performed.

5. Written Reports. After each inspection and re-inspection of any Elevator and Other Conveyances and at the conclusion of any Inspection Services rendered by Inspector, a written report from the Inspector shall be submitted to the Building Director of the Village within ten (10) days of performing such inspection, re-inspection or service, except as to any Elevator and Other Conveyances or equipment which has failed the inspection, and/or where a discovered defect, code violation or condition renders an Elevator and Other Conveyances a threat to public safety, in which event verbal notification shall be given to the Building Director immediately and a written report shall be submitted to the Building Department before the close of business on the date of the inspection, re-inspection or service. Said report shall fully set forth the results of its inspection upon the inspection sheet, and the responsibility for taking necessary action for enforcing the

6. Direct Billing. Fees for all services provided by the Inspector shall be invoiced by the Inspector and billed and mailed directly to the property owner/property manager by the Inspector. Inspection services shall have been performed in strict compliance with the Contract Documents and in accordance with the terms and conditions of this Contract to properly bill for said services.

7. No Repairs/No Inspections of Own Work. It is understood and agreed that completion of Inspection Services by Inspector hereunder, and timely submission of its written inspection report will constitute complete and full performance by Inspector under the terms of this Agreement, and it shall have no responsibility or obligation thereafter for the performance or doing of any necessary repairs, alterations, installations or other work indicated as necessary by such inspection report. Moreover, no individual licensed as both an elevator mechanic (regular or limited) who owns an interest in and/or is employed by Inspector, or any company affiliated with Inspector, including, but not limited to, NONE, or by a subcontractor hired by Inspector to perform any of the work that is the subject of this Contract may inspect his/her own work, or any work performed by Inspector or subcontractor that has performed any such work in Bartlett.

8. Term. This Contract shall commence as of and shall be retroactive to January 16, 2021, and shall be for a three (3) year term ending January 15, 2024, except that this Contract may be cancelled upon thirty (30) days written notice by either party, except that nothing contained herein shall cancel or terminate Inspector's obligations to maintain insurance pursuant to section 3 of this Agreement to cover any and all losses that may have occurred during the contract term, or Inspector's indemnification obligations as set forth in section 4 of this Agreement. This Contract may be renewed for an additional three (3) year term beginning January 16, 2024 and ending January 15, 2027 (the "Renewal Term") by the Village Administrator without Village Board approval provided the Schedule of Fees do not increase by more than five per cent (5%) in any category of fees for said Renewal Term.

IN WITNESS WHEREOF, the parties set their hands and seals at Bartlett, Illinois, as of March 2, 2021.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

Lorna Gilles, Village Clerk

INSPECTOR:
THOMPSON ELEVATOR INSPECTION
SERVICE, INC.

By: Catherine Thompson
Catherine Thompson, President

Attest:

Patty Young
Title: Secretary

VILLAGE OF BARTLETT

**REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF
ELEVATOR AND OTHER CONVEYANCES INSPECTION SERVICES**

NOVEMBER 29, 2017

**VILLAGE OF BARTLETT
228 SOUTH MAIN STREET
BARTLETT, ILLINOIS, 60103**

EXHIBIT A

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APPENDIX 1 – FORM OF CONTRACT FOR INSPECTION SERVICES

NOTICE OF REQUEST FOR PROPOSALS

The Village of Bartlett (the "Village") is accepting proposals for the furnishing of inspection services in connection with existing elevators, dumbwaiters, escalators, moving sidewalks, platform lifts, stairway chair lifts and automatic people movers, if any (collectively, "Elevators and Other Conveyances") located or proposed to be installed in commercial, industrial, residential, municipal, park district, library district and school buildings located within the corporate limits of the Village of Bartlett, an Illinois municipal corporation, located in Cook, DuPage and Kane Counties, Illinois (the "Inspection Services"). Copies of the Village of Bartlett Request for Proposals for the Performance of Elevator and Other Conveyances Inspection Services dated November 29, 2017 (the "Elevator Inspection RFP") documents may be obtained from the Village Clerk at the Village Municipal Center, 228 South Main Street, Bartlett, Illinois, 60103, during regular business hours of 9:00 a.m. to 4:30 p.m., Monday through Friday, beginning November 29, 2017 (Phone 630-837-0800), or are available on the Village website at www.villagebartlett.il.us, using the Bids & RFP navigation button at the center of the home page, or the Bids & RFP link found under the "How Do I" navigation tab. Any questions should be directed to Brian Goralski, Building Director, 630-837-0800.

The minimum requirements for Proposers to perform the Inspection Services are set forth in the General Conditions and Instructions of the Elevator Inspection RFP.

Sealed proposals will be accepted at the Office of the Village Clerk, 228 South Main Street, Bartlett, Illinois, 60103, Attention: Lorna Gilles, Village Clerk, until 11:00 a.m., December 11, 2017, and must be accompanied by the minimum qualification documentation and other information required as set forth in the General Conditions and Instructions of the Elevator Inspection RFP. The selected proposer will be required to enter a Contract for Inspection Services in form and substance as set forth as Appendix 1 to the Elevation Inspection RFP.

The Village reserves the right to reject any and all proposals, accept all or part of a proposal, and to waive minor irregularities and nonconformities in any proposal when it is in the best interest of the Village.

/s/ Lorna Gilles
Village Clerk

GENERAL CONDITIONS AND INSTRUCTIONS

1. Project Overview.

The Village of Bartlett (the "Village") is issuing this Request for Proposals ("RFP") to companies, firms or individuals that possess an elevator inspection license issued in accordance with the Elevator Safety and Regulation Act (225 ILCS 312/1, *et seq.*) (the "Act") to perform inspection services in accordance with ASME A17.1. In connection with existing elevators, dumbwaiters, escalators, moving sidewalks, platform lifts, stairway chair lifts and automatic people movers (collectively, "Elevator and Other Conveyances") located within the corporate limits of the Village of Bartlett (the "Village"), on an annual basis; inspections and re-inspections of Elevator and Other Conveyances in connection with new construction or modernization; and review of architectural plans for new construction or modernization and review of final elevator shop drawings for new construction or modernization (collectively, the "Inspection Services"). The Village is a community of 41,208 located in Cook, DuPage and Kane Counties, Illinois, and currently has approximately 57 elevators plus various other conveyances in various commercial and industrial buildings to be inspected on an **annual** basis, plus all public school elevators in the jurisdiction of the Village of Bartlett. The successful Proposer shall be required to enter a Contract for Inspection Services with the Village, in form attached hereto and incorporated herein (the "Contract"), and shall perform all the duties and obligations of the "Inspector" as provided therein. The successful Proposer must be a registered inspection company licensed with the Office of the State Fire Marshall ("OSFM") to perform mechanical and electrical inspections of Elevators and Other Conveyances, and shall perform such inspections as requested by the Village and as necessary and required from time to time, and shall have performed inspection services for at least three other municipalities in the last two years which are similar or larger in size and scope to the Inspection Services that will be required to be performed by the successful Proposer under the Contract.

Please provide a fee proposal on the attached Schedule of Fees form for **Safety Inspections** on a per unit basis, with compensation for all Safety Inspections to be paid for by the property owner/manager in which the Elevator or Other Conveyance is located. The Proposer shall be responsible for direct billing to the property owner/manager for all existing Elevators and Other Conveyances, and the re-inspection fee for certification approval on a per unit basis. Also include a fee proposal on said form for **New Construction or Modernization** on a per unit basis, which will apply to all new installations or modernization of Elevators and Other Conveyances, and the re-inspection fee of such installations when items are not complete on first inspection. The fee proposal schedule must also include fee proposals for the review of **architectural plans (new or modernization construction)** and final elevator shop drawings (new or modernization construction) on a per unit basis with review comments and plans and/or drawings returned to the Village. The fees for services for providing review of architectural plans for new or modernized construction, and elevator or other conveyance inspections in connection therewith, shall be directly billed by the Inspector

to the property owner, property manager and/or the developer whose responsibility it shall be to pay said fees. The Village will furnish the Inspector with property owner, property manager or developer contact information in connection with review of architectural plan services to be performed by the Inspector.

The successful Proposer that is awarded the Contract shall include as part of its Inspection Services all equipment necessary for the performance thereof, and subsequent to inspection must prepare a written inspection report that includes any and all code violations and furnish said report to the proper authority in the Village having jurisdiction, and when required by the Act, to the property owner or lessee, and to the Office of the State Fire Marshall. The inspection report must be submitted on the most recent report forms approved by the Office of the State Fire Marshall. All inspections will be made in accordance with the Bartlett Municipal Code, or other pertinent regulations issued by any governmental authority regarding construction, operation, maintenance, control or safety of said devices at the addresses provided by the Building Department of the Village of Bartlett. Required tests shall be performed on an annual basis unless required to be inspected on a more frequent basis in compliance with ASME A17.1, ASME A18.1 and ASME 21.

2. Definitions

The following words and phrases, used herein, shall have the meaning ascribed to them as follows:

- A. "Village" or "Owner" shall mean the Village of Bartlett, 228 South Main Street, Bartlett, Illinois, 60103 ("Project Site").
- B. "Proposer" shall mean each contractor submitting a proposal for the furnishing of Inspection Services to the Village.
- C. "Successful Proposer", "Contractor" or "Inspector" shall mean the Proposer that receives the award of Contract for Inspection Services from the Village.
- D. "Contract Documents" shall mean: (i) these General Conditions and Instructions, (ii) the Contract for Inspection Services, (iii) the Illinois Safety Program Agreement Between the OSFM and the Village, (iv) the Tax Compliance Affidavit, (v) the attached Certifications regarding bid rigging; (v) the certification regarding the adoption of sexual harassment policy, and (vi) all addenda issued prior to receipt of proposals.

Changes or corrections may be made by the Village to the Contract Documents after they have been issued and before the Proposal Opening. In such case, a written addendum describing the change or correction will be issued by the Village to all Proposers of record. Such addendum or

addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

- E. "Contract" shall mean the Contract for Inspection Services in form as set forth on Appendix 1 hereto, except for such modifications thereto approved by the Village Attorney.
3. After each inspection and re-inspection of any Elevator or Other Conveyance, and at the conclusion of any other Inspection Services performed by the Inspector, a written report from the Inspector shall be submitted to the Building Director of the Village within ten (10) days of performing any such inspection, re-inspection or service, except in the case of any Elevator or Other Conveyance, or equipment which has failed the inspection, and/or where a discovered defect, code violation or condition which renders an Elevator or Other Conveyance a threat to public safety, in which event verbal notification shall be given to the Building Director immediately and a written report shall be submitted to the Building Department before the close of business on the date of the inspection, re-inspection or service. Said report shall fully set forth the results of its inspection upon the inspection sheet delivered to the Village Building Department, and the Village shall be responsible for taking necessary action for enforcing its ordinances to cause the violation to be corrected and to be in full compliance including any necessary repair, replacement, alteration or any other work indicated and recommended as necessary under said inspection. The obligation to correct any and all code violations and perform any necessary repair, replacement or modification work shall be the obligation of the property owner and/or the property manager and not the Inspector or the Village. A dated receipt for such report shall be given to the Inspector upon its submission to the Village Building Department.
 4. The Village is looking for qualified elevator inspection companies that have experience in performing elevator and conveyance inspection services for other municipalities. Please provide a list of city, village and municipal references.
 5. It is understood and agreed that completion of Inspection Services, including re-inspection(s) where applicable, and timely submission of its written inspection reports or written plan and/or drawing review comments will constitute complete and full performance by the Inspector under the terms of the Contract, and it shall have no responsibility for obligation thereafter for the performance or doing of any necessary repairs, alterations, installations or other work indicated as necessary by such inspection report and/or plan and/or drawing review comments. Moreover, no individuals licensed as both an elevator mechanic (regular or limited) who owns an interest in and/or is employed by the Inspector, or any company affiliated with the Inspector, including, but not limited to, a service elevator company, may engage in any work on said elevators that are being inspected by the Inspector.

6. The Successful Proposer must maintain its inspection license issued by the State Fire Marshall and shall procure and maintain for the duration of the Contract for Inspection Services (the "Contract") amounts and types of insurance coverage as required under the Contract. The cost of such insurance shall be borne solely by the Inspector.
7. The Contract, once entered, may be cancelled upon thirty (30) days written notice by either party, except that once entered said cancellation shall not cancel or terminate the Inspector's obligations to maintain insurance through the date of termination, or cancel the Inspector's obligation to defend, indemnify and hold harmless the Village to cover any and all losses that may have occurred during the Contract term, or indemnification obligations as set forth in paragraph 4 of the Contract, or cancel the obligation of any property owner or property manager to pay for any Inspection Services performed on or before the date the notice of cancellation is received by the Inspector.
8. Preparation and Submission of Proposals.
 - A. All proposals shall be signed by (1) the individual owner of a sole proprietorship; (2) a general partner of a partnership; (3) a duly authorized officer attested to by the corporate secretary of a corporation; (4) the manager of a limited liability company; or (5) by an individual otherwise authorized to bind a proposing entity to the proposal as evidenced by a written power of attorney or other document creating a principal agent relationship submitted with the proposal. All proposals shall be submitted in duplicate.
 - B. Proposer shall attach a copy of its inspector's license or inspection company license issued by the Office of the State Fire Marshall evidencing that the Proposer is an ASME QEI certified elevator inspector that purportedly has proven the inspector's or elevator company's qualifications and ability has been authorized by Elevator Safety Review Board to possess said type of license.
 - C. All submittals shall be submitted in a sealed envelope and shall state the following information on the face of the envelope:
Proposer's name, Address, and shall be marked "Elevator Inspection Services Proposal".
 - D. Proposals must be received by the Village Clerk no later than 11:00 a.m. on December 11, 2017. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated. It shall not be sufficient to show that the proposals were mailed in time to be received before scheduled closing time for proposals.
 - E. Conditional Proposal. Qualified proposals are subject to rejection in whole or in part.

- F. Authority to Act as Agent. Upon request, the Proposer will provide proof to the Village that the signature of the person that signed the proposal form and/or the Contract has the authority to bind the Proposer to the price(s) quoted and/or to the obligations of the Contractor under the Contract.
- G. Errors In Proposals. The unit price will govern. Carelessness in quoting prices or in preparation of a proposal will not relieve the Proposer. Erasures or changes in proposals must be initialed.
- H. Withdrawal of Proposal. Any Proposer may withdraw or modify his, her, their or its proposal at any time prior to the scheduled closing time for receipt of proposals. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by the Village prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Elevator Inspection Services RFP."
- I. The Proposer shall provide a name, address, and phone number of one contact person who will be responsible for implementation of the total proposal.
- J. The Proposer shall provide a sample certificate of insurance with its Proposal that shows the types and amounts of insurance coverages that the Proposer currently has in place.

9. Examination by Proposer.

The Proposer shall, before submitting a proposal, carefully examine his, her, their or its proposal and the Contract Documents, including, but not limited to, the form of Contract for Elevator Inspection Services (the "Contract") that the successful Proposer will be required to execute and deliver to the Village within ten (10) days of receipt of a Notice of Award, the Contract along with the proper evidence of insurance naming the Village of Bartlett as additional insured and otherwise in compliance with the Contract requirements therefor.

10. Minimum Qualification Documentation.

Each Proposer shall furnish the Village with a copy of his, her, their or its individual and/or company inspection license from OSFM and shall furnish a list of the private and public entity customers for whom its organization has performed elevator inspection and plan drawing review services in the past two (2) years that are similar or larger in size and scope to the Inspection Services that will be required to be performed under the Contract. This list shall include the name of the municipality or private owner, number

of elevators inspected on an annual basis per municipality and per private customer, the number of Other Conveyances inspected on an annual basis per municipal and private customer, and percentage of the work performed with Proposer's own forces. List names and phone numbers of appropriate job reference individuals for each municipality listed and for at least four private owners. The list of projects must include a minimum of three (3) municipal customers that are similar or larger in size and scope, meaning each such municipality must have at least fifty (50) elevators plus various Other Conveyances, inspections of new Elevators and Other Conveyances, and the services rendered must include architectural plan review and final shop drawing plan review services ("Minimum Qualification Documentation").

11. Basis of Award.

- A. Award, Rejection or Negotiation of Proposals. The Contract will be awarded based on the qualifications of the Proposer and the individuals who will primarily be assigned to perform the Inspection Services for the Village, the number of other municipalities and private owners to whom the Proposer provides similar inspection services, municipal and private owner references, the proposal amount, and which Proposer will provide the best services and value to the Village based on such factors as the Village President and Board of Trustees deem relevant and not necessarily based on the lowest prices.
- B. The Village reserves the right to award the Contract based on proposals received or to negotiate further with one or more Proposers.
- C. The Village reserves the right to reject any or all proposals and to waive or not to waive any irregularities, informalities or variances therein, or to accept any proposal considered by the Village to be in the best interest of the Village.

12. Award of Contract.

The Village reserves the right to review all proposals submitted for a period of sixty (60) days after the due date of submission, and by submitting a proposal, the Proposer agrees that the amount specified in his/her/their/its proposal shall remain in full force and effect for such sixty (60) day period. No Proposer shall modify, withdraw or cancel his/her/their/its proposal, or any part thereof, for sixty (60) days after the due date and time for submitting proposals, and no attempted modification, withdrawal or cancellation shall be valid.

13. Name and Experience of Primary Inspector for the Village.

The name and experience of the person who will be performing the inspections in the Village of Bartlett, and the name and experience of the person who will be performing plan and drawing review.

14. Commencement Date.

It is anticipated that the Village will act on the proposals on January 16, 2018. If awarded the Contract for Inspection Services, the Proposer shall commence the Inspection Services immediately upon receipt of the signed Contract from the Village (anticipated to be around January 17, 2018) and notification from the Village Attorney that the Inspector's insurance is acceptable.

15. Payment.

The Village will tender payment for the inspection services after the Village determines that the inspection services have been performed in strict compliance with the Contract Documents and in accordance with the terms and conditions of the Contract.

16. Non-Discrimination.

No contractor who is the recipient of Village funds, or who proposes to perform any work or furnish any services provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, color or national origin, marital status or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service, nor otherwise commit an unfair employment practice.

17. Binding Obligation and Non-Assignability.

By submitting a proposal, the Proposer agrees that if awarded the proposal said Proposer shall be contractually bound to furnish the inspection services in compliance with the Contract Documents and the prices quoted in the proposal. The successful Proposer shall not assign the whole or any part of the award or any obligations created under the Contract Documents without the written consent of the Village. All subcontractors shall be subject to approval by the Village, which it may withhold in its sole and absolute discretion.

18. Taxes and Other Costs.

The Village is a Tax Exempt Organization and is not subject to sales, consumer, use and other similar taxes required by law; however, because Inspection Services are to be billed directly to, and paid for solely by the applicable property owner/manager, or developer, any exemption from sales, consumer, use or similar taxes which the Village might otherwise be entitled to, may not be applicable to the services provided under the Contract. In any event, said Village exemption does not apply to tools, machinery, equipment or other property owned or leased by the Proposer, or its subcontractors, or to suppliers and materials which, even though they are consumed or used in performing the Inspection Services. The successful Proposer and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and the cost of any such tax shall be included in the price submitted by Proposer. The proposal shall also include all applicable prices, insurance costs, and all other fees, expenses, costs, profits and

overhead of the Proposer to furnish and perform the Inspection Services in strict compliance with the Contract Documents.

19. References and Investigations Prior to Award of Contract.

The Village reserves the right to contact any or all references, and any customers of the Proposer and the Village may make such investigations as are deemed necessary to determine the ability of the Proposer to perform the Inspection Services. The Proposer shall furnish all such additional information, contact information and data for this purpose as the Village may reasonably request. The Village reserves the right to reject any proposal based on the evidence submitted by the Proposer, information furnished by any reference or customer, or investigation of such Proposer, and/or if the Proposer fails to satisfy the Village that such Proposer is properly qualified to carry out the obligations of the Contract Documents and to perform the work contemplated therein.

20. Response Format.

Proposers are to submit a narrative proposal describing the proposed Inspection Services. The following items must be included:

- A. An overview of the company and its history.
- B. A copy of its inspector's license or inspection company license issued by the OSFM and any certifications held by the Proposer.
- C. An overview of the proposed Inspection Services.
- D. The Minimum Qualification Documentation as set forth in Section 10 hereof.
- E. Pricing must be provided in the Schedule of Fees form attached to this document.
- F. List of references, including contact information.
- G. Sample certificate of insurance.

Failure to follow the prescribed response format will result in the proposal being out of compliance with the specifications provided and may be deemed unacceptable. However, if Proposer finds instances where its proposed services is not consistent with the Request for Proposals and Inspection Services provided herein, it is permissible to take exception to the specifications. All exceptions shall be submitted as an alternate to the originally requested service or pricing information, with a discussion of the scope of the change, its ramifications on the overall inspection services and the advantages to be gained by the Village.

21. Contact Person.

The contact person for this project and regarding this RFP is Brian Goralski, the Building Director, Phone 630-837-0800.

Name of Proposer:

Phone Number of Proposer:

Address of Proposer:

E-Mail Address of Proposer:

SCHEDULE OF FEES PROPOSAL FORM
Inspections made between 8:00 a.m. and 5:00 p.m.

FEE:	APPLIES TO:	SERVICE PERFORMED:
Safety Inspections \$ _____ per unit	<ul style="list-style-type: none"> Existing elevators Existing escalators Existing dumbwaiters Existing freight elevators Existing lifts: dock, wheelchair, material, casket, scissor, etc. Re-inspection when unit's item(s) are not completed on first inspection. 	<ul style="list-style-type: none"> Inspector to provide forms Inspector to provide insurance Inspector to provide copies of all inspections to Village. Direct Billing: All invoices will be generated by Elevator Co. and mailed directly to property owner/manager.
New Construction (NC) or Mod New Construction (MOD NC) \$ _____ per unit	<ul style="list-style-type: none"> New installed or modernization of elevators New installed or modernization of escalators New installed or modernization of dumbwaiters New installed or modernization of freight elevators New installed or modernization of lifts: dock, wheelchair, material, casket, scissor, etc. Re-inspection of new construction or modernization of, when unit's item(s) are not completed on first inspection 	<ul style="list-style-type: none"> Inspector to provide forms Inspector to provide insurance Inspector to provide copies of all inspection reports to the Village Direct Billing: All invoices will be generated by Elevator Co. and mailed directly to building owner.
Architectural Plan Review (New or MOD Construction) \$ _____ per unit	Review of architectural plans, if requested	Completed plan review returned to Village
Final Elevator Shop Drawings (New or MOD Construction) \$ _____ per unit	Review of elevator drawings.	Completed review returned to Village
Safety Inspection Not Ready \$ _____ per unit	Follow-up inspection due to building and unit not being ready on day of scheduled inspection.	<ul style="list-style-type: none"> Inspector to provide form Inspector to provide insurance Direct Billing: All invoices will be generated by Elevator Co.
Certificates	Certificate of Compliance	Inspector to furnish typed certificates

Dated: _____, 2010.

Signature of Authorized Officer

Name of Company

Printed Name and Title of Signatory

TAX COMPLIANCE AFFIDAVIT

The undersigned, being the duly appointed and powered official of

(Name of Company)

(Type of Entity)

(the "Proposer") duly sworn and under oath, hereby certifies that Proposer is not delinquent in payment of any taxes to the Illinois Department of Revenue and/or the Internal Revenue Service.

Signature

STATE OF ILLINOIS)
)
COUNTY OF _____) SS:

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and acknowledged that he/she is authorized to act on behalf of _____ (Name of Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Name of Company).

Dated: _____, 2017.

Notary Public

CERTIFICATION THAT PROPOSER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR PROPOSAL-ROTATING CONVICTIONS

The undersigned hereby certifies that

(Name of Company)

(Type of Entity)

(the "Proposer") is not barred from entering into public contracts due to having been convicted of bid-rigging or bid-rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned further certifies that no officers or employees of the Proposer have been so convicted and that Proposer is not the successor company or a new company created by the officers or owners of one so convicted. The undersigned certifies that any such conviction occurring after the date of this certification will be reported to the Village of Bartlett immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

Dated: _____, 2017.

(Print Name of Proposer/Company)

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Name of Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Name of Company).

Dated: _____, 2017.

Notary Public

CERTIFICATION THAT PROPOSER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY

The undersigned hereby certifies that

(Name of Company)

(Type of Entity)

(the "Proposer") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

1. A statement on the illegality of sexual harassment;
2. The definition of sexual harassment under Illinois law;
3. A description of sexual harassment, utilizing examples;
4. An internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. Directions on how to contact the Department and the Commission; and
7. Protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

(Print Name of Proposer/Company))

(Signature of Authorized Officer)

(Printed Name of Signatory)

(Title of Signatory)

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of _____ (Name of Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of _____ (Name of Company).

Dated: _____, 2017.

Notary Public



ILLINOIS ELEVATOR SAFETY PROGRAM AGREEMENT

This Agreement is made between the Office of the State Fire Marshal ("OSFM") and the municipality or county ("Local Authority") as hereinafter identified.

This Agreement constitutes a contract between the OSFM and Local Authority which permits the Local Authority to operate an Elevator Safety Program ("Program") in conformity with Section 140 of the Elevator Safety Act (225 ILCS 312/140) and the Administrative Rules adopted at 41 Ill. Adm. Code 1000. In that regard, the Local Authority agrees to the following:

1. This Agreement will become effective on the date it is accepted by the OSFM and shall remain valid for a period of four (4) calendar years thereafter. Prior to the expiration of this Agreement, the Local Authority shall reapply for approval of its PROGRAM by submitting to the OSFM the information detailed in Section 2, below.
2. The Local Authority shall submit to the OSFM, along with this Agreement executed by an officer of the Local Authority, the following information and shall notify the OSFM in writing of any changes to subsections "A" and "B" thereafter during the term of this Agreement:
 - a. The name and contact information of its Program administrator. It is the responsibility of the Local Authority to notify the OSFM of any changes to this information.
 - b. The name and contact information of any third party inspection company/is under contract with the Local Authority or the name and license number of the inspector(s) employed by the Local Authority to perform such inspections.
 - c. The number and type of conveyances covered by the Program.
 - d. The number and type of conveyances NOT covered by the Program, if any. These records shall be maintained by the Local Authority.
3. The Local Authority, by signing this Agreement, attests to the OSFM that it will enforce safety standards, codes and regulations at least as stringent as those adopted in the current version of the Illinois Elevator Safety Rules, 41 Ill. Adm. Code 1000.60. The Local Authority also agrees to amend and enforce its Program, as required by Section 6(l) of this Agreement, to reflect subsequent amendments to the safety standards, codes and regulations adopted by the Illinois Elevator Safety Rules.
4. Should the Local Authority desire to amend any of the Standards, the Local Authority must submit to the OSFM, for approval by the Illinois Elevator Safety Review Board ("Board"), a copy of the amendment and its reason for the change. The Board shall review the amendment and 2 notify the Local Authority no later than 30 days after the Board meeting at which the variance request is heard of its approval or denial.
5. With respect to ASME A17.3-2005, Safety Code for Existing Elevators and Escalators, upgrades required by Section 35(h) must be completed no later than January 1, 2015. By signing this Agreement, the Local Administrator recognizes that Public Act 97-1048 adjusted the compliance date for upgrade requirements to the restricted opening of hoistway doors or car doors on passenger elevators from January 1, 2015 to January 1, 2014. An existing conveyance is a conveyance located in a building for which a building permit was issued prior



to the effective date of the Administrative Rules which were adopted in conformance with the Elevator Safety and Regulation Act.

6. The Local Authority by signing this Agreement agrees to operate its Program in compliance and conformance with the Elevator Safety and Regulation Act and Administrative Rules. Under the Program, the Local Authority shall:
- a. Issue construction and alteration permits and certificates of operation.
 - b. Consider requests to extend the time frame for construction or alteration permits. Such requests shall be granted for an additional 12 months if the request is received by the Local Authority prior to expiration of the existing permit. Extension requests received by the Local Authority after the expiration of the existing permit shall be denied, requiring a new application that must be accompanied by payment of the current fee charged by the Local Authority.
 - c. Provide for inspection of elevators, including temporary operation inspections.
 - d. Grant exceptions and variances from the literal requirements of applicable State codes, standards and regulations in cases in which such variances would not jeopardize the public safety and welfare. The OSFM shall be notified immediately by mail of any exception or variance granted. The OSFM may object to such exception or variance within 7 business days of receipt of the notice. Should the OSFM and Local Authority not reach agreement on the exception or variance, the matter shall be directed to the Elevator Safety Review Board ("Board") to hear and decide.
 - e. Enforce the applicable provisions of the Elevator Safety Act, and levy fines in accordance with the Municipal Code [65 ILCS 5] or Counties Code [55 ILCS 5].
 - f. Maintain for inspection by the OSFM the following documentation and information, all of which shall be maintained for a 2-year period:
 - i. All permit applications;
 - ii. All permits issued by the Local Authority;
 - iii. All exceptions or variances granted or denied;
 - iv. All inspection reports for conveyances subject to the Program; and
 - v. Proper records demonstrating the number of certificates of operation issued by the Local Authority
 - g. Ensure that all inspections are performed by personnel properly licensed by the State.
 - h. Notify the OSFM of any instances of non-compliance with the Elevator Safety Act and/or Administrative Rules of which it becomes aware.
 - i. Amend its Program within 90 days of receipt of notice from the OSFM informing them of changes to any form, document, the Standards and/or rules that affect the Program.
 - j. To notify the OSFM at least 90 days in advance of the date the Local Authority elects to discontinue its Program.
 - k. To require all conveyances in its jurisdiction to register and pay the associated fee to the OSFM and to put out-of-service and report to the OSFM the names of the owners of those conveyances that fail to register within 30 days of determination that the conveyance is not registered.
 - l. To make itself available, upon reasonable notice, to meet with the Administrator or its representatives, to ensure compliance with the Elevator Safety Act and Administrative Rules.



**OFFICE OF THE ILLINOIS
STATE FIRE MARSHAL**

JB Pritzker, Governor
Matt Perez, State Fire Marshal

- 7. In accordance with the Elevator Safety and Regulation Act and the Administrative Rules, with the exception of the registration fees, the fees and procedures for applications, permits, inspection and enforcement under the Local Authority's Program shall remain the jurisdiction of the Local Authority and such procedures shall take precedence over the procedures adopted by the OSFM and Board.
- 8. Should the OSFM determine that the Program does not meet the requirements of the Elevator Safety and Regulation Act or the Administrative Rules, the OSFM shall notify the Local Authority of the corrective actions needed to bring the Program into compliance. Should the Local Authority fail to make the corrections, the OSFM may, after allowing time for corrective action and after a hearing under Section 160 of the Administrative Rules, withdraw approval of the Program.
- 9. A copy of the Administrative Rules (41 Ill. Admin. Code 1000) is available at <http://www.ilga.gov/commission/jcar/admincode/titles.html> once published.

Village of Bartlett

Local Authority Name

Brian Goralski

Signature of Officer

Brian Goralski

Printed Name

228 S. Main Street

Street Address

Bartlett, IL 60103

City, State, Zip

630-540-5920

Telephone Number

bgoralski@vbartlett.org

Email Address for Officer

Office of the State Fire Marshal

1035 Stevenson Drive
Springfield, IL 62703

(217) 785-0969

Accepted by:

Matt Perez

Matt Perez, Illinois State Fire Marshal

2/22/2021

Date

2. A. Name: Brian Goralski

Title: Building Director

Phone: 630-540-5920

B. Thompson Elevator Inspection Service

830 E Rand Rd, Unit 10

Mt Prospect, IL 60056

C. See separate sheet

D Non-Registered Conveyances: See 2C Other- these units

may be dock lifts, material lifts, casket lifts, conveyors, scissor lifts, pool equipment, auto lifts, but not limited to.

Date Revised: 04/12/16

JRTC 100 W. Randolph Suite 4-600
Chicago, IL 60601
(312) 814-2693

1035 Stevenson Drive
Springfield, IL 62703
(217) 785-0969

2309 W. Main
Marion, IL 62959
(618) 993-7085

www.sfm.illinois.gov

EXHIBIT C

Name of Proposer:

Thompson Elevator Inspection
Service Inc

Phone Number of Proposer:

847-296-8211

Address of Proposer:

830 E Rand Rd #10
Mt. Prospect IL 60056

E-Mail Address of Proposer:

patty@thompsonlevator.com

SCHEDULE OF FEES PROPOSAL FORM

Inspections made between 8:00 a.m. and 5:00 p.m.

FEE:	APPLIES TO:	SERVICE PERFORMED:
Safety Inspections \$ <u>41.00</u> per unit	<ul style="list-style-type: none"> Existing elevators Existing escalators Existing dumbwaiters Existing freight elevators Existing lifts: dock, wheelchair, material, casket, scissor, etc. Re-inspection when unit's item(s) are not completed on first inspection. 	<ul style="list-style-type: none"> Inspector to provide forms Inspector to provide insurance Inspector to provide copies of all inspections to Village. Direct Billing: All invoices will be generated by Elevator Co. and mailed directly to property owner/manager.
New Construction (NC) or Mod New Construction (MOD NC) \$ <u>100.00</u> per unit	<ul style="list-style-type: none"> New installed or modernization of elevators New installed or modernization of escalators New installed or modernization of dumbwaiters New installed or modernization of freight elevators New installed or modernization of lifts: dock, wheelchair, material, casket, scissor, etc. Re-inspection of new construction or modernization of, when unit's item(s) are not completed on first inspection 	<ul style="list-style-type: none"> Inspector to provide forms Inspector to provide insurance Inspector to provide copies of all inspection reports to the Village Direct Billing: All invoices will be generated by Elevator Co. and mailed directly to building owner.
Architectural Plan Review (New or MOD Construction) \$ <u>100.00</u> per unit	Review of architectural plans, if requested	Completed plan review returned to Village
Final Elevator Shop Drawings (New or MOD Construction) \$ <u>100.00</u> per unit	Review of elevator drawings.	Completed review returned to Village
Safety Inspection Not Ready \$ <u>41.00</u> per unit	Follow-up inspection due to building and unit not being ready on day of scheduled inspection.	<ul style="list-style-type: none"> Inspector to provide form Inspector to provide insurance Direct Billing: All invoices will be generated by Elevator Co.
Certificates	Certificate of Compliance	Inspector to furnish typed certificates

Dated: 2-16, 2021

Thompson Elevator Inspection Service Inc
Name of Company

Patricia A Young
Signature of Authorized Officer
Patricia A Young Secretary
Printed Name and Title of Signatory



THE VILLAGE
OF
BARTLETT

VILLAGE PRESIDENT

Kevin Wallace

ADMINISTRATOR

Paula Schumacher

VILLAGE CLERK

Lorna Giles

TRUSTEES

Vince Carbonaro

Raymond H. Deyne

Stephanie Z. Gandsey

Adam J. Hopkins

Aaron H. Reinke

Renée Suwanski

Dear Building Owner:

Our records indicate you have one or more elevators in your business or residential property which are located within the Village of Bartlett. The purpose of this letter is to inform you about changes for conveyance/elevator requirements:

ROUTINE CODE INSPECTIONS

Routine code inspections will be conducted by Thompson elevator Inspection Service, Inc. Beginning in early 2021, initial code inspections will occur in the month of March. It is expected each conveyance pass inspection at the initial inspection. If the conveyance fails, you will get two other re-inspections to pass inspection. Failure of the third inspection will result in your appearance in local adjudication. All inspections are \$41.00 each.

Repairs are to be completed by a State licensed elevator contractor. Please refer to the Office of the State Fire Marshall website for listing of licensed elevator contractors.

The conveyances shall be compliant with the Village of Bartlett's current adopted building codes (see link)

(<http://www.ilga.gov/commission/icar/admincode/041/0410100000060QR.html>)

BILLING

Please be aware that the Village will have Thompson Elevator Inspection Service, Inc. direct bill your property for the routine code inspection (initial and re-inspection, as applicable). The fee for the routine code inspection and any subsequent re-inspection, as applicable, will be \$41.00.

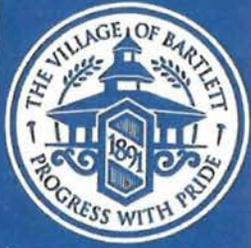
CONTACT INFO UPDATE

Please complete the enclosed form and return either by fax (847-296-5424) or email patty@thompstonelevator.com.

TOP REASONS CONVEYANCES FAIL

Please review the enclosed list. It is important to maintain a dialogue with your licensed elevator contractor to ensure the elevator is compliant 24/7/365. This will ensure you pass on the initial routine code inspection.

Please be aware that the Village of Bartlett will maintain an active oversight of these inspections to make sure they are performed with high quality standards. Copies of the inspections report will be provided to the Village and should you ever have any questions regarding an inspection or an invoice, please contact the Planning and Development Services Division at 630-540-5920.



THE VILLAGE
OF
BARTLETT

VILLAGE PRESIDENT
Kevin Wallace

ADMINISTRATOR
Paula Schumacher

VILLAGE CLERK
Lorna Gilless

TRUSTEES
Vince Carbonaro
Raymond H. Deyne
Stephanie Z. Gandsey
Adam J. Hopkins
Aaron H. Reinke
Renée Suwanski

If you have any questions regarding this change of process for conveyance inspections and processing of invoices, please contact Patty Young at Thompson Elevator Inspection Service, Inc., 847-296-8211 or patty@thompstonelevator.com or the Planning and Development Department at 630-540-5920.

Sincerely,

Brian Goralski
Building Director
Village of Bartlett



**STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF ELEVATOR SAFETY**



James R. Thompson Center • 100 West Randolph St., Suite 4-600 • Chicago, IL 60601

ELEVATOR INSPECTION CO LICENSE NO. IL03849

Expiration Date (11/21/2022)

This is to certify that Thompson Elevator Inspection Service INC has met all the requirements and is duly authorized to perform such work as set forth by the Elevator Safety Review Board in this state under this license issued this day 11/21/2008.

Matt Perez
STATE FIRE MARSHAL

Robert Capuani
DIRECTOR OF ELEVATOR SAFETY



Agenda Item Executive Summary

Item Name Temporary Outdoor Dining 2021 Committee or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Attached is an ordinance that would once again allow temporary outdoor dining to take place in the village through November 1, 2021. The Staff continues to receive positive feedback from both restaurant owners, as well as patrons wishing to continue this trend. With no time frame of when vaccinations will have been completed, staff believes this successful arrangement should be implemented with the upcoming 2021 outdoor dining season.

Therefore, staff is proposing to temporarily modify the village regulations to allow restaurants and bars to re-open with outdoor dining, regardless of whether a special use permit for outdoor dining had previously been granted. This would allow those restaurants that currently have indoor sit-down dining the ability to work with the staff to provide an outdoor dining area that would be safe for both the public and their employees. If a restaurant currently has an approved special use permit for outdoor dining, they would also be allowed to expand this area provided all social distancing requirements are satisfied.

Temporary liquor licenses for those restaurants with on-premise liquor and outdoor dining would also be once again granted through the November 1, 2021 date.

All other village codes and liquor license restrictions would remain in full force and effect.

ATTACHMENTS

PDS memo, ordinance with exhibits, food service establishments with liquor licenses (February, 2021), and Temporary Outdoor Dining Permit (updated sample)

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance - Move to approve Ordinance #2021 - _____ *An Ordinance Extending Temporary Outdoor Dining Permits And Amending Ordinance No. 2020-74*
- Motion

Staff Roberta Grill, Planning & Development Services Director Date: 02.17.2021

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
21-17

DATE: February 17, 2021

TO: Paula Schumacher, Village Administrator

FROM: Roberta B. Grill, PDS Director 

RE: Temporary Outdoor Dining 2021

Attached is an ordinance that would once again allow temporary outdoor dining to take place in the village through November 1, 2021. The Staff continues to receive positive feedback from both restaurant owners, as well as patrons wishing to continue this trend. With no time frame of when vaccinations will have been completed, staff believes this successful arrangement should be implemented with the upcoming 2021 outdoor dining season.

Therefore, staff is proposing to temporarily modify the village regulations to allow restaurants and bars to re-open with outdoor dining, regardless of whether a special use permit for outdoor dining had previously been granted. This would allow those restaurants that currently have indoor sit-down dining the ability to work with the staff to provide an outdoor dining area that would be safe for both the public and their employees. If a restaurant currently has an approved special use permit for outdoor dining, they would also be allowed to expand this area provided all social distancing requirements are satisfied.

Temporary liquor licenses for those restaurants with on-premise liquor and outdoor dining would also be once again granted through the November 1, 2021 date.

All other village codes and liquor license restrictions would remain in full force and effect and outdoor dining areas where liquor would be served would still be required to have a barrier or fence to separate these areas.

Attached is the brochure the PDS staff has created that outlines the effective dates, the permitted hours, the requirements for a permit and the restaurants' responsibilities. Also attached is the checklist staff would utilize to review each restaurant for compliance with the proposed regulations.

Rbg/attachments

x:\comdev\mem2021\017_temporary outdoor dining_vb.docx

**VILLAGE OF BARTLETT
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS**

ORDINANCE NO. 2021- _____

**AN ORDINANCE EXTENDING TEMPORARY OUTDOOR DINING
PERMITS AND AMENDING ORDINANCE NO. 2020-74**

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF BARTLETT, COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
THIS 2ND DAY OF MARCH, 2021**

**PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE VILLAGE PRESIDENT
AND BOARD OF TRUSTEES OF THE VILLAGE OF BARTLETT,
COOK, DuPAGE AND KANE COUNTIES, ILLINOIS
AS PROVIDED BY LAW THIS 3RD DAY OF MARCH, 2021**

ORDINANCE NO. 2021 - _____

AN ORDINANCE EXTENDING TEMPORARY OUTDOOR DINING PERMITS AND AMENDING ORDINANCE NO. 2020-74

WHEREAS, on June 2, 2020, in response to Governor J.B. Pritzker's announcement on May 20, 2020 that bars and restaurants in Illinois would be permitted outdoor dining consistent with then forthcoming state guidelines under Phase 3 of the Restore Illinois Plan, the Board of Trustees of the Village of Bartlett (the "Village Board") adopted Ordinance No. 2020-53, "An Ordinance Approving Temporary Outdoor Dining Permits" authorizing outdoor dining at bars and restaurants in Bartlett, including the sale and service of alcohol beginning May 29, 2020 "until state guidelines authorize indoor on-premises consumption of food and beverages at bars and restaurants"; and

WHEREAS, Section Two of Ordinance 2020-53, which provided that temporary outdoor dining was only allowed:

"until state guidelines authorize indoor on-premises consumption of food and beverages at bars and restaurants.",

was amended and repealed by Ordinance 2020-74, but the authority for temporary outdoor dining authorized by Ordinance 2020-74 expired by its own terms on November 30, 2020; and

WHEREAS, state guidelines now authorize indoor on-premises consumption of food and beverages at bars and restaurants on a limited basis; however, those guidelines change on a regular basis and become more lenient or more strict based on how different regions and counties in the state are impacted by the COVID-19 pandemic based on complex and variable medical criteria determined by the Illinois Department of Public Health; and

WHEREAS, there are now two vaccines to treat COVID-19 approved by the FDA and a third under consideration for approval, but demand for the vaccines far exceeds its supply and as a consequence are being administered and given to individuals who are older, more at risk or deemed essential, such that the vaccines are not expected to be administered to the entire population that desires to be vaccinated before the end of the year; and

WHEREAS, until a large percentage of the population has been vaccinated for COVID-19, it is anticipated that many customers of bars and restaurants in Bartlett will not patronize such establishments unless they can dine outside, weather permitting, due to safety concerns over being exposed to the coronavirus; and

WHEREAS, the Village President acting in his capacity as the Local Liquor Control Commissioner of the Village of Bartlett (the "Local Liquor Commissioner") issued

Temporary Extended Liquor Licenses for Temporary Outdoor Dining Areas authorized by Ordinance 2020-53 to the holders of Bartlett on-premises liquor licenses which were to expire on September 30, 2020, but were extended by the Local Liquor Commissioner as authorized by Ordinance 2020-74 until November 30, 2020; and

WHEREAS, all Bartlett liquor licenses expire by their own terms on April 30th of each year, and most liquor licensees annually renew their liquor licenses effective May 1st until April 30th of the following year, thus all current Bartlett liquor licenses will expire by their own terms on April 30, 2021, but the Village Board wishes to extend outdoor dining beyond that date to November 1, 2021 for those liquor licensees that renew its on premises liquor licenses for the period May 1, 2021 through April 30, 2022;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That Section Two of Ordinance 2020-74, is hereby repealed and is hereby replaced with new Section Two which states as follows:

“SECTION TWO: APPROVAL. Notwithstanding any contrary provision of the Bartlett Municipal Code or other Village ordinance, regulation, or policy concerning minimum parking spaces and use of the public right-of-way, permits for outdoor dining areas may be approved by the Village Administrator for restaurants and bars consistent with the terms of this Ordinance until November 1, 2021.”

SECTION TWO: AUTHORIZATION. The Village Administrator, or her designee (the “**Village Administrator**”), is hereby authorized and directed to develop, administer, and enforce a temporary outdoor dining policy and associated, rules, requirements, protocols, fees, agreements, and procedures (collectively, “**Temporary Outdoor Dining Policy**”) consistent with this Ordinance authorizing a restaurant or bar to apply for a permit to use outdoor space for food and beverage service, including all amenities, restrooms, barriers, tables, spacing, and such other requirements deemed necessary by the Village Administrator, in her sole discretion. The Village Administrator is authorized to execute on the Village’s behalf all documents necessary to administer and enforce the Temporary Outdoor Dining Policy. The Village Administrator is further authorized to impose any conditions on the approval of any outdoor dining permit issued pursuant to the Temporary Outdoor Dining Policy, including, without limitation, those listed below, and all such conditions imposed shall be an exercise of her official discretion:

1. Temporary outdoor dining areas must comply with the Temporary Outdoor Dining Policy;
2. Temporary outdoor dining areas must comply with all plans and protocols approved by the Village governing the operation and maintenance of the temporary outdoor dining area;

3. Temporary outdoor dining areas must comply with all laws, rules, and regulations governing the operation and maintenance of the temporary outdoor dining area, including, without limitation, Governor JB Pritzker's Executive Orders, and state guidance;

4. Temporary outdoor dining areas serving or allowing for the consumption of alcohol must obtain written approval from the local liquor control commissioner to extend the licensed premises to the approved temporary outdoor dining area;

6. Temporary outdoor dining areas must comply with all protocols and guidelines issued by the Illinois Department of Public Health, the Centers for Disease Control, and other official health authorities; and

7. All applicants seeking approval of a temporary outdoor dining area must submit a signed Unconditional Agreement and Consent in the form attached to this Ordinance as **Exhibit A**; if the applicant desires to use property owned by the Village of Bartlett, including road right-of-way and public sidewalks within said right-of-way or easements granted to the Village, the Applicant shall submit a signed Use of Property and Hold Harmless Agreement in the form attached to this Ordinance as **Exhibit B**; and/or any other agreement deemed reasonably necessary by the Village Administrator, in her sole discretion, in a form approved by the Village Attorney. In the event the applicant has already executed and submitted an Unconditional Agreement and Consent, and if applicable, a Use of Property and Hold Harmless Agreement, and the outdoor dining area remains in the same location for 2021 as it was in 2020, and is accurately depicted on a plan or drawing of the property where the outdoor dining is proposed to be located, a new Unconditional Agreement and Consent, and if applicable, a new Hold Harmless Agreement shall not be required.

8. Applicant, if not the owner of the property where the outdoor dining area will be located, must provide written proof that the owner of the property where the outdoor dining is proposed to be located has consented to allow the applicant to use the owner's property for outdoor dining, and if applicable, alcohol service and consumption.

9. In the event an applicant fails to timely renew its liquor license for the period May 1, 2021 to April 30, 2022, the temporary outdoor dining permit and temporary extended liquor license for any temporary outdoor dining area shall automatically terminate and shall become void.

SECTION THREE: That the Village of Bartlett Temporary Outdoor Dining Guide attached hereto as **Exhibit C** and the Temporary Outdoor Dining Area Checklist attached hereto as **Exhibit D** are hereby approved.

SECTION FOUR: The Local Liquor Control Commissioner is authorized to issue Temporary Extended Liquor Licenses for Outdoor Dining Areas to the holders of Bartlett on-premises liquor licenses, which will expire on November 1, 2021.

SECTION FIVE: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION SIX: All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SEVEN: This Ordinance shall be in full force and effect upon passage, approval and publication in pamphlet form as provided by law.

APPROVED and ADOPTED by the President and Board of Trustees of the Village of the Village of Bartlett this 2nd day of March, 2021 pursuant to roll call vote as follows:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Kevin Wallace, Village President

Attest;

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2021 - _____ on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Unconditional Agreement and Consent

(see attached)

Unconditional Agreement and Consent

TO: The Village of Bartlett, Illinois ("Village")

WHEREAS, _____ ("**Applicant**") sought approval of a temporary outdoor dining area ("**Temporary Use**") located at _____, Bartlett, IL, 60103 ("**Property**");

WHEREAS, the permit dated _____, 2021, grants approval of such Temporary Use, subject to certain conditions ("**Permit**"); and

WHEREAS, the Applicant desires to evidence to the Village its unconditional agreement and consent to accept and abide by each of the terms, conditions, and limitations set forth in the Permit.

NOW THEREFORE, the Applicant does hereby agree and covenant as follows:

1. the Applicant hereby unconditionally agrees to accept, consent to and abide by all terms, conditions, restrictions, and provisions of the Permit;
2. the Applicant acknowledges and agrees that the Village will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's approval of the Permit by the Applicant, and that the Village's approval of any such request does not, and will not, in any way, be deemed to insure the Applicant against any damage or injury of any kind and at any time;
3. the Applicant acknowledges and has considered the possibility of penalties provided for noncompliance with Permit conditions, and agrees not to challenge any such penalties on the grounds of any procedural infirmity or any denial of any procedural right;
4. the Applicant agrees to and does hereby hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with (a) the Village's approval of the Permit, (b) the procedures followed in connection with the approval of the Permit, and (c) the performance of the Applicant of its obligations under this Unconditional Agreement and Consent.

Agreed this _____ day of _____, 2021.

APPLICANT:

(Name of Applicant)

(Name of Authorized Person)

(Title of Authorized Person)

(Signature of Authorized Person)

EXHIBIT B

**Use of Property and
Hold Harmless Agreement**

(see attached)

USE OF PROPERTY
AND HOLD HARMLESS AGREEMENT

Whereas, the _____ (“Applicant”) desires to use the Village’s property (including Village Right-of-Way) located at _____ (“Premises”) for a temporary outdoor dining area (“Temporary Use”).

Whereas, the Village agrees to allow the Applicant to use the Premises for the Temporary Use in consideration of the Applicant agreeing to assume all risk and liability pertaining to the Temporary Use.

Now therefore, the Applicant agrees as follows:

To the fullest extent permitted by law, the Applicant hereby indemnifies, defends, and holds harmless the Village of Bartlett and its officials, employees, agents and volunteers from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from the Temporary Use or connected with an act or omission of the Applicant, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Applicant, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Temporary Use, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its officials, employees, agents or volunteers under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Without limiting the Applicant’s indemnification of the Village as provided above, the Applicant shall provide and maintain at its own expense for the Temporary Use the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the Temporary Use. All such insurance of the Applicant and the insurance of the owners/operators shall be secured through a carrier(s) satisfactory to the Village. Satisfactory evidence of such insurance and any required endorsements, including the insurance required of the owners/operators, will be delivered to the Village Administrator prior to commencement of the Temporary Use. The Village’s insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis.

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of \$1,000,000 limit. The Village, its officials, employees, agents and volunteers shall be named as an additional insured on a primary and non-contributory basis under the policy or coverage by original endorsement signed by a person authorized to bind coverage.
- b. Liquor Liability: in excess of the statutory maximum liability limits per occurrence for its sale of alcoholic beverages and require that any other party selling or serving alcoholic beverages during the Temporary Use shall provide Liquor Liability insurance in the same amount with the Village, its officials, employees, agents and volunteers named as additional insured on a primary and non-contributory basis by original endorsement signed by a person authorized to bind coverage.

All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its official, employees, agents and volunteers except with respect to the sole negligence of the Village.

The invalidity or unenforceability of any of the provisions hereof shall not affect the validity or enforceability of the remainder of this Agreement.

The undersigned represents it has full authority to execute this Use of Property and Hold Harmless Agreement on behalf of the Applicant.

Agreed this _____ day of _____, 2021.

APPLICANT:

(Name of Applicant)

(Name of Authorized Person)

(Title of Authorized Person)

Signature of Authorized Person

EXHIBIT C

**VILLAGE OF BARTLETT
Temporary Outdoor Dining Guide**

(see attached)

We're back...

Bars and restaurants in Bartlett will be allowed to have outdoor dining again starting March 3, 2021 as we work to help our local businesses.

To help keep everyone safe, the Village of Bartlett will be temporarily modifying the outdoor dining regulations in order to allow restaurants and bars to re-open without jeopardizing the health and safety of the public and their employees.

All protocols must be followed as outlined by the Village of Bartlett and Governor JB Pritzker's plan to Restore Illinois.

Contact us:

All restaurants that intend to provide outdoor dining areas must contact the **Planning & Development Services Department** at **630-540-5920** to schedule an inspection to ensure all regulations within this guide are met and to sign an acknowledgement prior to opening.

VILLAGE OF BARTLETT

Temporary Outdoor Dining Guide



228 S. Main St.

Bartlett, IL 60103

(630) 540-5920

Effective:

March 3, 2021 – November 1, 2021

All outdoor dining areas must be removed by November 1, 2021.

Outdoor Seating Hours:

- **Sunday – Thursday**
7:00 a.m. – 10:00 p.m.
- **Friday and Saturday**
7:00 a.m. – 11:00 p.m.

Restaurant Responsibilities

- ✓ Must adhere to all social distancing requirements set forth by the Illinois Department of Public Health
- ✓ Food transported from the restaurant to the outdoor dining areas shall meet all Food Safety requirements.
- ✓ Abide by all applicable Health Codes and COVID-19 restrictions
- ✓ Provide face coverings for employees to be worn at all times
- ✓ Regularly clean and sanitize all outdoor seating areas and all frequently touched surfaces (i.e. door handles)
- ✓ No outdoor food or drink preparation is permitted
- ✓ Provide disposable menus
- ✓ Provide restrooms/handwashing inside the restaurant with social distancing

Outdoor Dining Area Requirements

- ✓ All tables must be six feet apart and located away from sidewalks and walkways
- ✓ Entrance/exit doors and fire lanes shall not be blocked
- ✓ No rubbish or trash cans shall be permitted in the parking areas to avoid attracting pests
- ✓ Allow for adequate and safe parking for the needs of the restaurant and the other businesses within the shopping center (if applicable)
- ✓ Barriers or fencing around the outdoor dining area shall be required if alcohol is served or to protect the temporary dining area
- ✓ Separate queue area for curbside pick-up

All other Village codes and liquor license restrictions shall remain in full effect. The Village maintains the right to require modifications or removal of the outdoor dining area in the event that issues arise.

The Village will continue to monitor the Illinois Department of Public Health's guidelines for reopening bars and restaurants and may amend these requirements based on their recommendations.

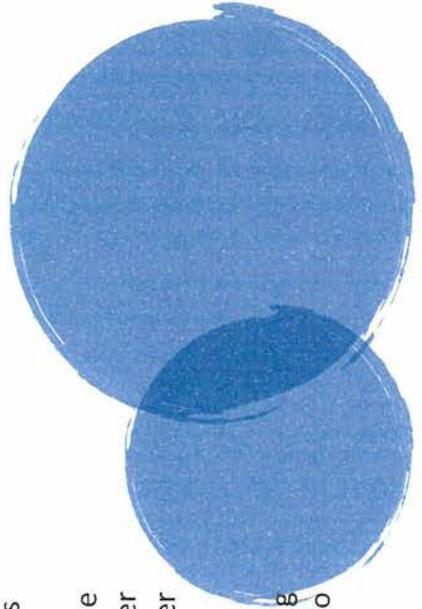


EXHIBIT D

Temporary Outdoor Dining Area Checklist

(see attached)



VILLAGE OF BARTLETT
228 S. Main St.
Bartlett, IL 60103
(630) 540-5920

TEMPORARY OUTDOOR DINING AREA CHECKLIST

Restaurant Name: _____

Restaurant Address: _____

Contact Person: _____

Contact Email: _____

Contact Phone: _____

Code Officer: _____

- Does this business have existing indoor dining?
- Plan of parking lot, sidewalk, outdoor dining area
- Does not block fire lane or entrance/exit doors
- All Barriers and fencing are safe and secure (if required)
- Number of outdoor tables does not exceed indoor tables/seating
- Are tables spaced six feet (6') apart?
- Is there signage for queue area marked at six foot (6') intervals?
- Is Liquor being served?
- Is there a Special Use permit to serve liquor outdoors?
- Fencing must be provided for areas that have alcohol being served
- Is there ADA accessibility?
- Adequate parking available for other businesses
- No trash cans located in parking lot/dining area
- Hours for outdoor dining posted
- Are there disposable menus? (preferably paper)
- Do the employees have adequate face coverings?
- Are there toilet and handwashing facilities?
- Are all canopies/awnings/umbrellas properly secured?
- Designate a person to implement and monitor compliance with all protocols
- Signed Unconditional Agreement and Consent
- Tent permit issued? (where applicable)

Bartlett Food Service Establishments with Liquor Licenses - February 2021

Cook County (Does NOT include nursing homes, child care centers, schools, churches, grocery stores, convenience stores, or wholesale/commercial food production facilities)

1. Bartlett Hills Golf Club, 800 W. Oneida Ave.
2. Bartlett Tap, 113 Railroad Ave.
3. Bello's Mexican Restaurant, 161 E. Lake St.
4. Bracht's Place Bar, 363 S. Prospect Ave.
5. Claire Oaks Senior Living Center, 825 Carillon Dr.
6. D'Licious Crepes and Roti, 124 Bartlett Plaza
7. Hanover Twp. Senior Center, 240 S. Rt. 59
8. JC's Mexican Restaurant, 130 W. Bartlett Ave.
9. Lucky Star Bar & Grill, 1175 W. Lake St.
10. Magnolia's Banquets, 389 Bartlett Plaza
11. May's Lounge, 211 S. Main St.
12. More Brewing Co., 113 Railroad Ave.
13. Moretti's Ristorante & Pizza/Lucky Star Bar & Grill, 1175 W. Lake St.
14. O'Hare's Pub & Restaurant, 207 S. Main St.
15. Olivia's Place, 143-149 E. Lake St.
16. One Taco Dos Tequilas Mexican Restaurant, 399 B Bartlett Plaza
17. 120 Live Restaurant, 120 W. Bartlett Ave.
18. Pasta Mia, 116 Bartlett Plaza
19. Savoury Restaurant & Pancake Café, 782 W. Bartlett Rd.
20. The Still Bar & Grill, 326 S. Main St.
21. TL's Four Seasons, 110 W. Bartlett Ave.
22. Villa Olivia, 1401 W. Lake St.
23. Wee-Dee's Restaurant, 778 W. Bartlett Rd.

DuPage County (Does NOT include nursing homes, child care centers, schools, churches, grocery stores, convenience stores, or wholesale/commercial food production facilities)

1. Ambrosia Greek Eatery, 892 S. IL Rt. 59
2. Apple Orchard Golf Course Concession Stand, 692 W. Stearns Rd.
3. Bannerman's Sports Grill, 858 S. Rt. 59
4. Betty's Bistro, 1075 W. Army Trail Rd.
5. Dorothy's Café, 1060 W. Army Trail Rd.
6. Gambits, 997 S. Rt 59
7. McMae's Tavern & Grill, 1075 Stearns Rd.
8. Piantanza's, 1085 W. Army Trail Rd.
9. Shelby's, 801 S. IL Rt. 59
10. Silver Lake, 805 S. IL Rt. 59
11. Stella's Place, 1015 W. Stearns Rd.
12. Tokyo Steakhouse II, 800 S. IL Rt. 59



TEMPORARY OUTDOOR DINING PERMIT

Village of Bartlett

228 S. Main Street, Bartlett, IL 60103
(630) 540-5920

This certifies that _____ has been approved for a temporary outdoor dining permit located at _____ in accordance with all applicable State of Illinois and Village of Bartlett guidelines.

This permit is valid through November 1, 2021

Paula Schumacher
Village Administrator

Date

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Brush Collection Service Contract Award**
Date: February 22, 2021

BACKGROUND

At the January 19th Village Committee of the Whole Meeting, the board further discussed brush collection services throughout Bartlett. Currently, Groot handles the brush collection, but on January 7th, the village sought out proposals for brush collection services separately. Trees "R" Us, Inc. was the low bidder at \$240, 615.62.

Through the waste hauling contract, Groot handles the brush pickup April thru November and requires all brush to be bundled. The current monthly charge included in the waste hauling bill for residents is approximately \$0.51 per month. The Groot contract runs for another two (2) years.

DISCUSSION

Increasing the levy to fund this service breaks down to approximately \$1.70 per household. Staff has spoken with Groot representatives on if they will waive their fee for brush collection for the remainder of the contract, and Groot has agreed to remove the brush collection upon village board approval of a contract extension which will be on the March 16th board meeting agenda. A letter from Groot is attached explaining their offer for extension. There will be no increase in the first year and 3% in the subsequent year.

Trees "R" Us will utilize grappler trucks on collection weeks. Trees "R" Us will be required to only work Monday thru Friday and only during times as allowed per Village Ordinance. Trees "R" Us must complete the designated section of the Village each collection week. This collection will be once a month and run from May thru November. The bid also included a maximum of a five-year contract renewable each year upon agreement between Trees "R" Us and the Village.

This service would be similar to the previous iteration of brush collection done by the Village. Residents would place the brush on the parkway, cut ends facing out on their designated week each month. The Village shall be "split" to allow the contractor time to get to each potential pickup in the allotted time. If a resident resides north of the dividing line, the residents monthly brush pickup would occur on

the second full week each month. The southern dividing line would occur on the third full week. Any changes to the pick up dates or locations will be announced prior to any official change in the plan.

Similar to Groot's program, any pile not picked up by the contractor must be notated and tagged to let the Village and the resident know why a pile was left behind, so the resident may rectify the issue so it can get picked up the next time.

RECOMMENDATION

Staff recommends awarding Trees "R" Us the contract for Brush Collection Services.

MOTION

MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE CONTRACT FOR THE BARTLETT BRUSH COLLECTION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TREES "R" US, INC.

Tji/attachments

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE BARTLETT BRUSH
COLLECTION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TREES
"R" US, INC.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Contract for the Exclusive Residential Brush Collection Services in the Village of Bartlett, dated March 2, 2021, between the Village of Bartlett and Trees "R" Us, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**BARTLETT BRUSH COLLECTION
SERVICE AGREEMENT**

This Bartlett Brush Collection Service Agreement (the "Agreement") is entered this 2nd day of March, 2021 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Trees "R" Us, Inc., an Illinois corporation (the "Contractor") (collectively, the "Parties").

WITNESSETH:

That for and in consideration of the payments set forth in the Contractor's Proposal for the Brush Collection Services specified in the Contract Documents, Contractor agrees with the Village that the Contractor, at its own proper cost and expense, to do all work, furnish all materials and all labor necessary to perform the Brush Collection Services in accordance with the terms, conditions and specifications, special provisions and plans set forth in the Contract Documents hereinafter described and defined, and in full compliance with all of the parts of this Agreement and the said Contract Documents.

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Service Work.

A. The proposed work includes, but is not limited to, brush collection services work throughout the Village of Bartlett to approximately 10,642 dwelling units, in strict accordance with the Contract Documents (hereinafter defined) and sometimes hereinafter alternatively referred to herein as the "Project" or the "Service Work".

B. Contract Documents mean and include: (i) this Agreement; (ii) Bid Documents for Brush Collection Services for the Village of Bartlett, including but not limited to (a) Invitation to Bid, (b) Instructions to Bidders, (c) Bid Proposal form, (d) Bid Schedule, (e) Emergency Brush Pick-Up Labor & Equipment Rates, (f) Bid Conditions, (g) Brush Collection Services One Year Renewal Contract form (replaced by this Agreement), (g) General Conditions of the Contract, (h) Part III – Failed Performance Specifications, and (i) Part IV Bartlett Map; (iii) Addendum No. 1; and (v) the Contractor's Bid Proposal and Documents, which documents are appended hereto and are collectively referred to herein as the "Contract Documents". In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Contract Documents, the terms and conditions of this Contract shall control. In the event of any conflict between the terms and conditions of any of the other Contract Documents, the most stringent requirements shall control.

2. Renewable Contract and Term. This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written

notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4) and the Fourth Extension Term (year 5), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Service Work set forth in Section 3 of this Agreement, and shall be applied to the then applicable number of units.

3. Contract Sum and Contract Sum Payment Procedure.

A. All payments under the Agreement shall be payable monthly based on a monthly invoice for the seven months of Service Work equal to 1/7th of the annual cost based on (1) the Price per Collection per Dwelling of \$3.23 x (2) Quantity per Year of 7 for an Annual Dwelling Unit Price of \$22.61 x the Number of Units (initially 10,642 units) for an Initial Annual Price of \$240,615.61 plus the cost of any Emergency Brush Pick Up, if any, calculated at the hourly rates for Labor or Equipment set forth in the Contractor's Proposal (collectively, the "Contract Sum"). The price per Collection per Dwelling, Quantity per Year, and Annual Dwelling Unit Price shall remain the same for each year of the Extended Term, if extended, in accordance with Section 2 of this Agreement. The Village does not guaranty the accuracy of the estimated Number of Units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to the estimated Number of Units exceeding or being less than the actual Number of Units.

B. Contractor shall provide monthly invoices to the Village throughout the Term and Extended Term for the Service Work for the seven (7) months of service provided each year during the Term or any Extended Term. It shall be a condition precedent to the Village obligation to make a monthly payment that the Contractor shall have submitted to the Owner, on or before the fifteenth day of the month in which the Contractor is applying for a payment for the preceding Service Work, a detailed list of the actual Number of Units and addresses served during the preceding month.

C. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced has been completed for the month of service invoiced in strict compliance with the terms and conditions herein. The Village shall deduct from the payment due each month

during the Term or any Extended Term amounts as determined for incomplete work, deficient work, and for any unsettled claims. The Village shall pay the balance of the invoice and provide a detailed explanation of any such deductions.

D. The Prevailing Wage Act (820 ILCS 130/01, *et seq.*) does NOT apply to this Contract.

4. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

5. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

6. **Binding Obligation and Non-Assignability.** Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

7. **Taxes.** The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

8. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Service Work and represents and warrants that

the Specifications, Plans, Drawings, Maps and other Contract Documents are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Service Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

9. **Insurance.** Contractor shall procure and maintain for the duration of the Term and for each Extended Term, if any, insurance of the types and in amounts of not less than the coverages listed in Section 3 of the General Conditions in the Contract Documents. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

10. **Indemnification.** Contractor shall hold harmless, defend and indemnify the Village and its officers, officials and employees from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of the Service Work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Village.

11. **Default.** In addition to the Owner's right to terminate the Agreement for breach, in the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in Section 12 below.

12. **Limitation on the Owner's Liability.** The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

13. **Delays in Service.** Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Price per Collection per Dwelling, Quantity per year, or Annual Dwelling Unit price as a result of any delays in the progress of the Service Work. The Contractor's sole remedy for delay shall be an extension of time. If the Contractor, but for a delay not within the Contractor's control, would have completed the Service Work in accordance with the Scope of Work, Brush Collection Dates for 2021 set forth in the Detailed Performance Specifications and the Bidder's Schedule set forth in the Contract Documents, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Service Work.

14. **Relationship of the Parties.** It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of

the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

15. Contractor Control Over Manner, Means and Methods of Service.

Contractor shall at all times have sole control over the manner, means and methods of performing the Service Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Service Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Service Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Service Work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees performing the Service Work and all other persons who may be affected thereby.

16. Assumption of Liability. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

17. No Waiver of Immunities and/or Privileges by the Village of Bartlett. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

18. Clean Air Act and Federal Water Pollution Control Act. Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

19. **Work by Trade Unions.** If the Service Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Service Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

20. **Illinois Human Rights Act.** The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by

the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Contractor or the Village, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to pandemic, epidemic, strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other cause of any kind whatsoever which are beyond the reasonable control of the parties.

22. Miscellaneous.

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

D. In construing this Agreement, section headings shall be disregarded.

E. Time is of the essence of this Agreement and every provision contained herein.

F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

G. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

Dated: March 2, 2021

Dated: _____, 2021

VILLAGE OF BARTLETT

TREES "R" US, INC.

By: _____
Kevin Wallace, Village President

By: _____
Title: _____

Attest:

Attest:

Lorna Giles, Village Clerk

Title: _____



Groot Industries, Inc.

2500 Landmeier Road
Elk Grove Village, IL 60007
Phone: 773/242-1977
Fax: 773/601-8639
www.groot.com

Since 1914

February 23, 2021

Mr. Scott Skrycki
Assistant Village Manager
Village of Bartlett
228 S. Main St.
Bartlett, IL 60103

Dear Mr. Skrycki,

Thank you for your time and consideration in allowing Groot Industries an opportunity to address the request submitted by the Village in regards to the current contract terms. In an effort to follow up on our previous conversation regarding the current collection contract, please find our proposal outlined below.

This proposal is predicated on the removal of the brush collection fee in addition to a two (2) year extension to the current residential agreement set to expire on December 31, 2022.

<u>Service – Residential</u>	<u>Current Rate</u>	<u>New Rate Effective April 1, 2021*</u>
Single Family Curbside	\$20.98	\$20.47
Single Family Curbside Senior Citizen	\$18.99	\$18.48
Multi-family Curbside	\$18.99	\$18.48
Multi-family Curbside Senior Citizen	\$17.20	\$16.69

*Assumes Village Board approval by March 17, 2021

The rates for Multi-family centralized, Multi-family centralized senior citizen, yard waste sticker and toter exchange fee would not change as they did not contain the brush fee identified under Addendum 1. These rates will continue to follow the increase schedule as outlined under the current contract. The rates outlined in the table above will be increased by 3% on January 1, 2022 in accordance with the terms of the current agreement.

Rate Freeze

With approval of this proposal there will be **NO increase** to the rates on January 1, 2023 (year one of the extension term). On January 1, 2024 the rates would increase at the same calculation as previous years under the current agreement.

Groot is proud to have the continued opportunity to provide these very important services to the residents of Bartlett. Please do not hesitate to contact me with any immediate questions you may have.

Respectfully,


Josh Molnar
Municipal Manager
Groot Industries, Inc.

CC: Bart Visser, District Manager

Service Locations
in Elk Grove Village, Chicago, McCook,
Round Lake Park, Elgin, Aurora

- Waste Collection
- Recycling Processor
- Dumpster Services
- Document Destruction
- Waste Audits
- Demolition Recycling





Agenda Item Executive Summary

Item Name West Bartlett Bike Path Replacement & Bioswale Committee or Board Board

BUDGET IMPACT

Amount:	\$254,489.15	Budgeted	\$350,000
List what fund	General Fund (Stormwater)/MWRD Green Infrastructure Funding		

EXECUTIVE SUMMARY

On January 6, 2021 a Notice to Bidders was published in The Examiner and on the village website, soliciting bids for the West Bartlett Road/Devon Avenue Bike Path Replacement and Bioswale Project with a bid opening on February 3rd. This project was discussed and approved by the Board during the Capital Budget. The project consists of removing and replacing the current bike path along with the installation of additional storm sewer and bioswales. Metropolitan Water Reclamation District of Greater Chicago (MWRD) is providing up to one-third (1/3) of the total project costs with the Green Infrastructure Funding.

The village received twelve (12) bid proposals by prospective bidders, due to requirements of the bid, eleven (11) of them did not meet the specifications. One (1) packet was returned with all necessary items. A bid tab sheet is attached for review.

The qualified bid of \$254,489.15 from Schroeder Asphalt Services, Inc. was the lowest bidder that met all requirements of the specs. The village had budgeted \$350,000 for the estimated cost of the construction in the 2020/21 capital budget.

RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the construction of the West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance

Motion: I MOVE TO APPROVE RESOLUTION #2021-___-R, A RESOLUTION APPROVING THE WEST BARTLETT ROAD/DEVON AVENUE BIKE PATH REPLACEMENT & BIOSWALE PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.

Staff: Dan Dinges, Director of Public Works

Date: 1/11/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **West Bartlett Bike Path Replacement & Bioswale Contract Award**
Date: February 8, 2021

On January 6, 2021 a Notice to Bidders was published in The Examiner and on the village website, soliciting bids for the West Bartlett Road/Devon Avenue Bike Path Replacement and Bioswale Project with a bid opening on February 3rd. This project was discussed and approved by the Board during the Capital Budget. The project consists of removing and replacing the current bike path along with the installation of additional storm sewer and bioswales. Metropolitan Water Reclamation District of Greater Chicago (MWRD) is providing up to one-third (1/3) of the total project costs with the Green Infrastructure Funding.

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RECOMMENDATION

Staff recommends awarding the contract to Schroeder Asphalt Services, Inc. for the construction of the West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale.

MOTION

MOTION TO APPROVE RESOLUTION 2021- ____-R, A RESOLUTION APPROVING THE WEST BARTLETT RD/DEVON AVE BIKE PATH REPLACEMENT & BIOSWALE PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.

RESOLUTION 2021-____ - R

A RESOLUTION APPROVING THE WEST BARTLETT ROAD/DEVON AVENUE BIKE PATH REPLACEMENT & BIOSWALE PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER ASPHALT SERVICES, INC.

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook DuPage, and Kane Counties, Illinois, as follows:

SECTION ONE: The bid for the Village's West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale Project (the "Project Work") in the amount of \$254,489.15, as set forth on the bid proposal for attached hereto and incorporated herein, is hereby awarded to Schroeder Asphalt Services, Inc.. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale Agreement dated February 16, 2021 between CONTRACTOR and the Village of Bartlett, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

SECTION THREE: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION FOUR: SEVERABILITY. The provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: February 16, 2021

APPROVED: February 16, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution # 2021-____-R enacted on February 16, 2021 and approved on February 16, 2021 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

WEST BARTLETT ROAD/DEVON AVENUE BIKE PATH REPLACEMENT AND BIOSWALE PROJECT AGREEMENT

This West Bartlett Road/Devon Avenue Bike Path Replacement & Bioswale Project Agreement (the "Agreement") is entered this 16th day of February, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Schroeder Asphalt Services, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

a. For the removal and replacement of approximately 650 feet of an existing trail and the installation of storm sewers to improve drainage. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before July 30, 2021.

A. **Payment Procedure.** The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village.

2. The Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a

monthly progress payment that the Contractor shall have submitted to the Village, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

- (i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.
- (ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
- (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.
- (iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
- (v) Certified Payrolls (defined below)
- (vi) Such additional documentation and/or information requested by the Village relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a

lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. **Compliance with Law.** All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary

investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in

costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and 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 and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

K. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. **Limitation on the Owner's Liability.**

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Village. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Village, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase,

provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable

discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for

negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

Z-3 Metropolitan Water Reclamation District of Greater Chicago – MBE, WBE, SBE Utilization Plan and Veteran Business Enterprise Contracting Policy Requirements.

All bidders must adhere to the MBE, WBE, SBE, and VBE utilization requirements outlined by the agreement between the Village and The Metropolitan Water Reclamation District of Greater Chicago (Document Attached).

The Bidder shall submit with the Bid, originals or facsimile copies of all MBE, WBE, SBE Subcontractor's Letter of Intent furnished to all MBEs, WBEs, and SBEs. IF A BIDDER FAILS TO INCLUDE signed copies of the MBE, WBE, SBE Utilization Plan and all signed MBE, WBE, SBE Subcontractor's Letter of Intent with its bid, said bid will be deemed nonresponsive and rejected. Bidder shall also include a completed copy of the VBE Commitment Form and any associated documentation.

Successful Bidder shall be required to complete and certify the Affirmative Action Status Report as required during the contract.

VILLAGE OF BARTLETT:

By: _____
Kevin Wallace
Village President

Schroeder Asphalt Services, Inc.

By: _____
Title: _____

Attest:

By: _____
Lorna Giles, Village Clerk

Date: _____

Attest:

Title: _____

Date: _____

VILLAGE OF BARTLETT

WEST BARTLETT ROAD BIKE PATH REPLACEMENT & BIOSWALE

BID

TO: Village of Bartlett

FROM: Tracy & Ed Construction, Inc
Name of Bidder

1064 Hudson Ct.
Address

Bartlett, IL 60103

(630) 306-6441
Phone

Having examined the Contract Documents and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction of the project in accordance with the Contract Documents, within the time set forth therein and at the prices included herewith.

The undersigned declares that he/they understands that where quantities are mentioned, they are approximate only.

The undersigned agrees to execute a Contract for this work and present the same to the Owner within ten (10) days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work after written notice to proceed and execution and approval of the Contract and the Contract Bond(s), unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that he shall be liable to the Owner for a daily charge of liquidated damages in accordance with the requirements of Article 108.10 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition, and as amended by the IDOT Supplemental Specifications. Accompanying this Bid is a bid bond complying with the requirements of the Contract Documents, for five percent (5%) of the total bid price. The amount of the bid bond is:

EXHIBIT A

\$ 11,358.50
 (Contractor to fill in Amount)

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay said Contract. The undersigned submits herewith his schedule of prices covering the work to be performed under the contract; he understands that the must show in the schedule the unit prices for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Bid may be rejected as irregular. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents. The Bidder agrees to perform all of the work described in the Contract Documents for the following unit prices:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	L SUM	6,500.00	6,500.00
Traffic Control & Protection	1	L SUM	11,250.00	11,250.00
Construction Layout & As-Built Survey	1	L SUM	5,850.00	5,850.00
Stabilized Construction Entrance	1	EACH	2,000.00	2,000.00
Tree Protection Fence	624	LF	3.00	1,872.00
Remove & Reinstall Bollard	2	EACH	200.00	400.00
Remove & Reinstall Posts	1	EACH	250.00	250.00
Remove & Reinstall Mailbox	1	EACH	350.00	350.00
Remove & Reinstall Sign	2	EACH	200.00	400.00
Remove & Dispose Existing Retaining Wall	1	L SUM	500.00	500.00
Topsoil Strip & Respread	170	CY	30.00	5,100.00
Earth Excavation, Special	210	CY	65.00	13,650.00
Spade & Relocate Tree	7	EACH	500.00	3,500.00
Tree Root Pruning	3	EACH	150.00	450.00
Silt Fence	690	LF	4.00	2,760.00
Inlet Protection	6	EACH	185.00	1,110.00
Full Depth Pavement Removal	647	SY	12.00	7,764.00
Sidewalk Removal	28	SF	2.00	56.00
Curb & Gutter Removal	530	LF	6.00	3,180.00
Sewer Removal	51	LF	10.00	510.00
FES Removal	2	EACH	50.00	100.00
Aggregate Base Course, 8"	540	SY	15.00	8,100.00
Aggregate Base Course, 12"	250	SY	16.00	4,000.00
HMA Base Course, 2.5"	135	SY	27.00	3,645.00
HMA Surface Course, 2"	135	SY	23.00	3,105.00
HMA Surface Course, 3"	545	SY	32.00	17,440.00

Pavement Patch	130	SY	57.00	7,410.00
PCC Sidewalk	1,290	SF	8.00	10,320.00
Detectable Warning Strip	80	SF	45.00	3,600.00
Pavement Marking	1	L SUM	1,000.00	1,000.00
B-6.12 Curb & Gutter	545	LF	28.00	15,260.00
Sloped Border Curb	563	LF	22.00	12,386.00
Sanitary Frame Replacement & Chimney Seal	2	EACH	650.00	1,300.00
Inlet, 24" Diameter	3	EACH	1,250.00	3,750.00
Manhole, 48" Diameter	2	EACH	1,500.00	3,000.00
Manhole, 60" Diameter	1	EACH	2,000.00	2,000.00
FES, 10"	1	EACH	200.00	200.00
FES, 12"	4	EACH	250.00	1,000.00
HDPE, 10"	11	LF	35.00	385.00
RCP, 12"	240	LF	45.00	10,800.00
Connect to Existing	1	EACH	500.00	500.00
Rock Outlet Protect	26	SY	250.00	6,500.00
Amended Topsoil	145	CY	80.00	11,600.00
Native Seeding (Wet-To-Mesic Seed)	0.06	ACRE	10,460.00	627.60
Native Seeding (Low-Profile Prairie)	0.07	ACRE	6,619.00	463.33
Native Plugs	2,432	EACH	4.50	10,944.00
Weed Whip (1-2 per year)	3	YEAR	1,650.00	4,950.00
Selective Herbicide (1 per year)	2	YEAR	1,250.00	2,500.00
Prescribed Burn (1 per year)	1	YEAR	2,145.00	2,145.00
Removal of Unsuitable Materials	180	CY	15.00	2,700.00
Porous Granular Embankment	180	CY	15.00	2,700.00
Restoration	1	L SUM	5,286.00	5,286.00
Educational Sign	1	L SUM	1.00	1.00

Total Base Bid Amount: \$ 227,169.93

Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.

- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he will comply with all provisions of the Prevailing Wage Ordinance requirements adopted by the Owner.
- F. The he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev. Stat. ch. 38, Paragraph 33E-1 et seq.).
- G. That he will comply with all provisions of the Veterans Preference Act (Ill. Rev. Stat. ch. 126.5, Paragraph 23).

FIRM NAME: Tracy & Ed Construction, Inc.

ADDRESS: 1064 Hudson Ct.

Bartlett, IL 60103

PHONE: (630) 306-6441

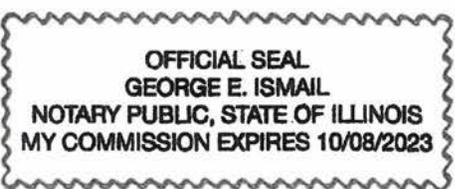
SIGNED BY: *Jack M. Ismail* 2/3/2021
(Authorized Signature and Date)

Project Manager
(Title)

ATTEST: *Edward M. Ismail*
(Secretary)

Subscribed and Sworn to before me this 3rd day of February, 2021.

George E. Ismail (Notary Public)



Cook County Prevailing Wage Rates posted on 7/15/2020

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	All	ALL		44.40	45.40	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		38.44	41.51	1.5	1.5	2.0	2.0	14.07	12.51	0.00	0.77	
BOILERMAKER	All	BLD		51.56	56.20	2.0	2.0	2.0	2.0	6.97	21.58	0.00	1.20	
BRICK MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97	
CARPENTER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
CEMENT MASON	All	ALL		47.00	49.00	2.0	1.5	2.0	2.0	15.75	19.73	0.00	1.00	
CERAMIC TILE FINISHER	All	BLD		41.80	41.80	1.5	1.5	2.0	2.0	11.25	13.41	0.00	0.88	
COMMUNICATION ELECTRICIAN	All	BLD		45.41	48.21	1.5	1.5	2.0	2.0	10.99	13.65	1.25	1.40	0.47
ELECTRIC PWR EQMT OP	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRIC PWR GRNDMAN	All	ALL		42.82	59.90	1.5	1.5	2.0	2.0	9.93	14.37	0.00	2.66	
ELECTRIC PWR LINEMAN	All	ALL		54.90	59.90	1.5	1.5	2.0	2.0	12.72	18.42	0.00	3.40	
ELECTRICIAN	All	ALL		50.00	53.00	1.5	1.5	2.0	2.0	15.95	17.49	1.25	1.76	1.30
ELEVATOR CONSTRUCTOR	All	BLD		58.47	65.78	2.0	2.0	2.0	2.0	15.73	18.41	4.68	0.63	
FENCE ERECTOR	All	ALL		44.42	46.42	1.5	1.5	2.0	2.0	13.68	15.40	0.00	0.65	
GLAZIER	All	BLD		46.35	47.85	1.5	2.0	2.0	2.0	14.79	22.67	0.00	1.26	
HEAT/FROST INSULATOR	All	BLD		51.25	54.33	1.5	1.5	2.0	2.0	14.07	14.26	0.00	0.77	
IRON WORKER	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44	
LABORER	All	ALL		44.40	45.15	1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
LATHER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	ALL		35.73	49.05	1.5	1.5	2.0	2.0	11.20	18.71	0.00	0.87	
MARBLE MASON	All	BLD		46.71	51.38	1.5	1.5	2.0	2.0	11.20	19.98	0.00	0.95	
MATERIAL TESTER I	All	ALL		34.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MATERIALS TESTER II	All	ALL		39.40		1.5	1.5	2.0	2.0	16.10	14.21	0.00	0.90	
MILLWRIGHT	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73	
OPERATING ENGINEER	All	BLD	1	52.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	2	50.80	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	3	48.25	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	4	46.50	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	5	55.85	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	
OPERATING ENGINEER	All	BLD	6	53.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15	

EXHIBIT B

OPERATING ENGINEER	All	BLD	7	55.10	56.10	2.0	2.0	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	FLT	1	58.20	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	2	56.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	3	50.45	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	4	41.95	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	5	59.70	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	FLT	6	40.00	58.20	1.5	1.5	2.0	2.0	20.50	16.85	2.00	1.65
OPERATING ENGINEER	All	HWY	1	50.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	2	49.75	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	3	47.70	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	4	46.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	5	45.10	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	6	53.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
OPERATING ENGINEER	All	HWY	7	51.30	54.30	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15
ORNAMENTAL IRON WORKER	All	ALL		51.63	54.13	2.0	2.0	2.0	2.0	14.23	22.25	0.00	1.25
PAINTER	All	ALL		48.30	54.34	1.5	1.5	1.5	2.0	12.51	14.24	0.00	1.87
PAINTER - SIGNS	All	BLD		39.84	44.74	1.5	1.5	2.0	2.0	2.73	3.39	0.00	0.00
PILEDRIVER	All	ALL		49.76	51.76	1.5	1.5	2.0	2.0	11.79	23.34	0.00	0.73
PIPEFITTER	All	BLD		50.75	53.75	1.5	1.5	2.0	2.0	10.85	20.85	0.00	2.92
PLASTERER	All	BLD		45.00	47.70	1.5	1.5	2.0	2.0	15.75	18.14	0.00	1.25
PLUMBER	All	BLD		52.00	55.10	1.5	1.5	2.0	2.0	15.37	14.75	0.00	1.35
ROOFER	All	BLD		45.45	49.45	1.5	1.5	2.0	2.0	10.88	13.31	0.00	0.91
SHEETMETAL WORKER	All	BLD		46.50	50.22	1.5	1.5	2.0	2.0	12.35	26.53	0.00	0.90
SIGN HANGER	All	BLD		32.68	35.29	1.5	1.5	2.0	2.0	5.65	4.00	0.00	0.00
SPRINKLER FITTER	All	BLD		49.95	52.45	1.5	1.5	2.0	2.0	13.50	16.80	0.00	0.55
STEEL ERECTOR	All	ALL		52.51	54.51	2.0	2.0	2.0	2.0	15.15	24.34	0.00	0.44
STONE MASON	All	BLD		47.56	52.32	1.5	1.5	2.0	2.0	11.20	20.51	0.00	0.97
TERRAZZO FINISHER	All	BLD		43.54	43.54	1.5	1.5	2.0	2.0	11.25	15.61	0.00	0.90
TERRAZZO MASON	All	BLD		47.38	50.88	1.5	1.5	2.0	2.0	11.25	17.07	0.00	0.94
TILE MASON	All	BLD		48.75	52.75	1.5	1.5	2.0	2.0	11.25	16.90	0.00	0.95
TRAFFIC SAFETY WORKER	All	HWY		36.75	38.35	1.5	1.5	2.0	2.0	7.95	8.20	0.00	0.75
TRUCK DRIVER	E	ALL	1	38.35	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	2	38.60	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	3	38.80	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	E	ALL	4	39.00	39.00	1.5	1.5	2.0	2.0	11.28	13.70	0.00	0.15
TRUCK DRIVER	W	ALL	1	39.08	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15

TRUCK DRIVER	W	ALL	2	39.23	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TRUCK DRIVER	W	ALL	3	39.43	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TRUCK DRIVER	W	ALL	4	39.63	39.63	1.5	1.5	2.0	2.0	9.75	13.08	0.00	0.15
TUCKPOINTER	All	BLD		47.25	48.25	1.5	1.5	2.0	2.0	8.59	19.48	0.00	0.94

Legend

Rg Region

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

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all

sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician;

Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

Effective November 30, 2018, the description of the traffic safety worker trade in this County is as follows: Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary, non-temporary or permanent lane, pavement or roadway markings, and the installation and removal of temporary road signs.

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Sanitary Sewer Main Lining Contract Award**
Date: February 22, 2021

BACKGROUND

On February 17, 2021, the municipalities of Bartlett and Lombard opened bids for a joint Sewer Lining project through the DuPage Mayors & Managers Conference ad hoc group - the DuPage Municipal Partnering Initiative, to line the sanitary sewer mains south of Railroad Avenue to the S. Western Avenue, and Tanoak Court east to South Oak Glenn.

Three (3) bids were received ranging from \$641,948.10 - \$789,360.30 for all work in the communities. The contractor selected to line more than 10,000 linear feet of sanitary sewer in the communities was Hoerr Construction, Inc. of Peoria, IL. the Initiative comprised of the Villages of Bartlett and Lombard went out to bid for sewer lining for a potential multiple-year contract, and Hoerr Construction, Inc. was the apparent low bidder.

The Bartlett work includes the lining of approximately 14,664 linear feet of 8-inch and ten-inch (8" & 10") sanitary sewer mains that have been in use for more than 50 years. The total for the Bartlett portion of the contract **is approximately \$431,000.**

The Capital Budget includes a total of \$775,000.00 for sanitary sewer repairs, which includes main and service lateral lining, as part of the Sanitary Sewer System Evaluation Project. We have previously worked with Hoerr Construction for the 2015 and 2019/20 Sanitary Sewer Lining Project, and they were both professional and responsible with satisfying results.

RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor in the village, staff recommends entering into an agreement with Hoerr Construction, Inc.

MOTION

**I MOVE TO APPROVE RESOLUTION # 2021- ____ -R, A RESOLUTION APPROVING OF THE
SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND
HOERR CONSTRUCTION, INC.**



VILLAGE OF BARTLETT
 Villages of Bartlett & Lombard Sewer Main Lining
 BID TABULATION

February 17, 2021

Item No.	Items	Unit	Quantity	Unit Price	Total	Hoerr Construction, Inc.	Insituform Technologies USA, LLC	Visu-Sewer of Illinois, LLC
1	Cured-in-Place Pipe (8")	LF	15,822	\$27.50	\$435,105.00		\$29.80	\$36.65
2	Cured-in-Place Pipe (8") - Easement	LF	0	\$0.00	\$0.00		\$0.00	\$0.00
3	Cured-in-Place (10")	LF	457	\$32.50	\$14,852.50		\$51.00	\$48.50
4	Cured-in-Place Pipe (10") - Easement	LF	763	\$36.00	\$27,468.00		\$33.50	\$48.50
5	Cured in Place Pipe (12")	LF	718	\$40.70	\$29,222.60		\$46.00	\$49.00
6	Cured-In-Place Pipe (15")	LF	0	\$0.00	\$0.00		\$0.00	\$0.00
7	Cured-in-Place Pipe (18")	LF	0	\$0.00	\$0.00		\$0.00	\$0.00
8	Cured-in-Place Pipe (21")	LF	317	\$90.00	\$28,530.00		\$82.70	\$85.00
9	Cured-in-Place Pipe (24")	LF	0	\$0.00	\$0.00		\$0.00	\$0.00
10	Cured-in-Place Pipe (42")	LF	359	\$220.00	\$78,980.00		\$240.20	\$218.00
11	Protruding Tap Removal	EA	Unknown	\$450.00			\$550.00	\$500.00
12	Reinstatement of Service Laterals	EA	397	\$70.00	\$27,790.00		\$150.00	\$25.00
13	End Seal Hydrophilic Gaskets Incidental to each CIPP Line Item	EA	172	\$0.00	\$0.00		\$0.00	\$0.00
14	Heavy Cleaning	LF	5% (900LF)	\$7.00			\$5.00	\$5.00
					\$641,948.10		\$729,998.80	\$789,360.30
TOTAL					\$641,948.10		\$725,388.80	\$789,360.30

RESOLUTION 2021-_____

A RESOLUTION APPROVING THE SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook DuPage, and Kane Counties, Illinois, as follows:

SECTION ONE: The bid for the Village's sanitary sewer lining work (the "Project Work") in the amount of \$431,000, as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to Hoerr Construction, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Sanitary Sewer Lining Agreement dated March 2, 2021, between Hoerr Construction, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

SECTION THREE: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION FOUR: SEVERABILITY. The provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021-____enacted on March 2, 2021 and approved on March 2, 2021 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

SANITARY SEWER MAIN LINING PROJECT AGREEMENT

This Sanitary Sewer Main Lining Project Agreement (the "Agreement") is entered this 2nd day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Hoerr Construction, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

The proposed work includes, but is not limited to; Furnishing of materials, labor and equipment to line approximately 14,664 linear feet of sanitary sewer mains in various sizes ranging from eight-inch to ten-inch (8"-10") in diameter of cured-in-place pipe (CIPP) and reinstating approximately 296 sanitary sewer service laterals.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 31, 2021.

Renewable Contract and Term.

This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). The First Extension Term (year 2) and the Second Extension Term (year 3), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Project Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

A. Payment Procedure. The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment

hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. **Non-Discrimination.** Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation, color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent

coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not

less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the

option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws. Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be

entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village,

Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined

above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses

to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

Hoerr Construction, Inc.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:
By: _____
Lorna Giles, Village Clerk

Attest:

Title: _____

Date: _____

Date: _____

UPDATED SCHEDULE OF PRICES*
VILLAGES OF BARTLETT & LOMBARD 2021 SEWER LINING
 *Additional Detail on Locations Provided by Each Municipality in Attachments

Company Name: Hoerr Construction, Inc.

Address: 1416 County Road 200N, PO Box 65

City, State, Zip: Goodfield, IL 61742

Item No.	Description	Unit	2021 Quantity (Estimated)	2021 Unit Cost	2021 Total
1	Cured-in-Place Pipe (8")	LF	15,822	27.50	435,105. ⁰⁰
2	Cured-in-Place Pipe (8") - Easement	LF	0	—	—
3	Cured-In-Place (10")	LF	457	32.50	14,852. ⁵⁰
4	Cured-in-Place Pipe (10") - Easement		763	36. ⁰⁰	27,468. ⁰⁰
5	Cured in Place Pipe (12")	LF	718	40. ⁷⁰	29,222. ⁶⁰
6	Cured-In-Place Pipe (15")	LF	0	—	—
7	Cured-in-Place Pipe (18")	LF	0	—	—
8	Cured-in-Place Pipe (21")	LF	317	90. ⁰⁰	28,530. ⁰⁰
9	Cured-in-Place Pipe (24")	LF	0	—	—
10	Cured-in-Place Pipe (42")	LF	359	220. ⁰⁰	78,980. ⁰⁰
11	Protruding Tap Removal	EA	Unknown	450. ⁰⁰	—
12	Reinstatement of Service Laterals	EA	397	70. ⁰⁰	27,790. ⁰⁰
13	End Seal Hydrophilic Gaskets Incidental to each CIPP Line Item	EA	172	—	—
14	Heavy Cleaning of Pipe	LF	~5%	7. ⁰⁰	—
				TOTAL	641,948.¹⁰

Six hundred forty-one thousand nine hundred ^{forty-eight} Dollars and ten Cents

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Hoerr Construction, Inc.
 Printed Name: Max P. Hoerr II Date: 2/15/2021
 Title: President Telephone Number: 309-691-6653
 Email: info@hoerr.com

RETURN UPDATED SCHEDULE WITH BID



Agenda Item Executive Summary

Item Name Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation Committee or Board Board

BUDGET IMPACT

Amount: \$266,606.00 Budgeted \$800,000

List what fund Sewer Capital Improvements Projects - Sanitary Sewer Rehabilitation

EXECUTIVE SUMMARY

On January 27, 2021 a Notice to Bidders was published in The Examiner and on the village website, soliciting bids for the Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation project with a bid opening on February 17th. The project consists of lining sanitary services at 26 houses in multiple areas of Bartlett. The minimum length of lining at each residence will be from the mainline sewer to the ROW. Each homeowner will have the option to participate in the 85/15 cost sharing program to line between the ROW and the house. Residents were previously notified of this option and will be notified of the cost now that prices have been established.

The village received two (2) bid proposals by prospective bidders, all of which qualified for consideration. A bid tab sheet is attached for review.

The qualified bids ranged from \$266,606.00 to \$301,450.00. Performance Pipelining, Inc. was the lowest bidder that met all requirements of the specs. The village had budgeted \$800,000 for Sanitary Sewer Rehabilitation projects, which not only includes the lining of sanitary services but also mainline sewers and manholes (bid separately).

RECOMMENDATION

Staff recommends awarding the contract to Performance Pipelining, Inc. for the Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation project.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: I MOVE TO APPROVE RESOLUTION #2021-___-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT FY20/21 SANITARY SEWER LATERAL LINING AND VAC-A-TEE INSTALLATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE PIPELINING, INC.

Staff: Dan Dinges, Director of Public Works

Date: 2/22/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Bartlett FY20/21 Sanitary Sewer Lateral Lining Contract Award**
Date: February 22, 2021

On January 27, 2021 a Notice to Bidders was published in The Examiner and on the village website, soliciting bids for the Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation project with a bid opening on February 17th. The project consists of lining sanitary services at 26 houses in multiple areas of Bartlett. The minimum length of lining at each residence will be from the mainline sewer to the ROW. Each homeowner will have the option to participate in the 85/15 cost sharing program to line between the ROW and the house. Residents were previously notified of this option and will be notified of the cost now that prices have been established.

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RECOMMENDATION

Staff recommends awarding the contract to Performance Pipelining, Inc. for the Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation project.

MOTION

MOTION TO APPROVE RESOLUTION 2021-____-R, A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT FY20/21 SANITARY SEWER LATERAL LINING AND VAC-A-TEE INSTALLATION PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND PERFORMANCE PIPELINING, INC.



VILLAGE OF BARTLETT
FY20/21 Sanitary Sewer Lateral Lining
BID TABULATION
 February 17, 2021

National Power Rodding	Performance Pipelining, Inc.
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Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total
ORIGINAL SCOPE CIPP WITH VAC-A-TEE INSTALLATION							
1A	Tee Liner Lateral Lining (6") Approximately 26 Homes	LF	1700			\$60.00	\$102,000.00
2	Tee Liner Full Circumference Wrap Termination at Village Main Connection	EA	26			\$3,580.00	\$93,080.00
4	Install Vac-A-Tee on 6" Service Lateral	EA	26			\$2,100.00	\$54,600.00
5A	Chemical Grout, Installed	EA	26			\$1.00	\$26.00
6A	Re-Cut Service Lateral Opening In Existing CIPP Main Liner	EA	26			\$350.00	\$9,100.00
7A	Sewer Lateral Line Locates	EA	26			\$300.00	\$7,800.00
ALTERNATIVE NO.1 TRELLEBERG CIPP AND SL&C SEALS							
1B	Lateral Lining (6") Trelleberg System Approximately 26 Homes	LF	1,700	\$167.00	\$283,900.00		
5B	Chemical Grout, Installed	EA	26	\$175.00	\$4,550.00		
6B	Re-Cut Service Lining Opening in Existing CIPP Main Liner	EA	26	\$125.00	\$3,250.00		
7B	Sewer Lateral Line Locates	EA	26	\$375.00	\$9,750.00		
AS READ TOTAL					\$301,450.00		\$261,406.00
TOTAL							\$266,606.00

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT FY20/21
SANITARY SEWER LATERAL LINING AND VAC-A-TEE INSTALLATION
PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND PERFORMANCE PIPELINING, INC.**

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation Project Agreement dated March 2, 2021, between the Village of Bartlett and Performance Pipelining, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 2, 2021

APPROVED: March 2, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on March 2, 2021, and approved on March 2, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

**VILLAGE OF BARTLETT FY20/21 SANITARY SEWER LATERAL
LINING AND VAC-A-TEE INSTALLATION
PROJECT AGREEMENT**

This Village of Bartlett FY20/21 Sanitary Sewer Lateral Lining and Vac-A-Tee Installation Project Agreement (the "Agreement") is entered this 2nd day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Performance Pipelining, Inc. (the "Contractor") (collectively, the "Parties").

IN CONSIDERATION of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

Project Work.

The proposed work includes, but is not limited to; approximately 922 linear feet of six-inch (6") sanitary sewer service lateral, with a potential to increase an additional 778 LF, for a total of up to 1,700 LF, of cured-in-place pipe (CIPP) lining (approximately 26 homes) and approximately Twenty-Six (26) Vac-A-Tee Cleanouts. In addition, cleaning, pre and post televising of the lateral will be required. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; (iv) the Performance and Payment Bond or Letter of Credit as defined herein; and (v) Addenda 1 attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 30, 2021.

Renewable Contract and Term.

This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). The First Extension Term (year 2) and the Second Extension Term (year 3), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for

the Project Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

A. Payment Procedure. The payment procedures are as follows:

1. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

3. In addition to the payment request documentation set forth under the Contract, Contractor shall provide the following documentation to the Village and the Engineer:

a. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Engineer may require, such as copies of requisitions from material suppliers, and reflecting a 5% retainage until after final acceptance has been made by the Village. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

(ii) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")

(iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

(iv) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.

(v) Certified Payrolls (defined below)

(vi) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Payments shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or other bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

e. It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the Village covering all payouts no less than once a month in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

f. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Payment Request Documentation, Engineer's Certification, and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required herein.

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation,

color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers, employees, agents, consultants, successors and assigns (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents and/or any person and/or entity acting on behalf of any of them and/or anyone directly or indirectly employed by any of them and/or anyone for whose acts and/or omissions any of them may be liable (collectively, "Contractors Agents"); except to the extent caused by the negligence of a party indemnified hereunder. In which case, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. This obligation shall survive the expiration and/or termination of the Agreement. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and /or termination of the Agreement.

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole

or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

F. Taxes. The Village is a Tax-Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The Contractor shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. All such taxes are included in the unit pricing set forth in the Contractor's proposal.

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Project Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

1. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Project Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under

Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

2. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Project Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

3. Business Auto Liability Insurance.

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Workers Compensation and Employees Liability Insurance.

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

6. General Insurance Provisions.

a. Evidence of Insurance

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

b. Acceptability of Insurers

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

c. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

e. The Village Shall Not Waive Any Rights of Subrogation

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

f. Failure to Comply with Insurance Reporting Provisions

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

g. All Insurance Obtained Shall Apply Separately to Each Insured

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

h. Insurance Requirements cannot be Waived

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance

required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

i. Liability of Contractor is not limited by Purchase of Insurance

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

k. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

l. Performance and Payment Bonds, IDOT Contract Bond or Letter of Credit.

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the

Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees, subject to the limitations set forth in paragraph "L" below.

L. Limitation on the Owner's Liability.

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village, and agrees not to make any claim or demand for such damages against the Village.

M. Hazardous Substances.

Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Project Site, and/or any other property owned, leased, controlled or under the jurisdiction of the Village of Bartlett ("Village Property") by Contractor, and/or Contractor's Agent (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any of the Owner's Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of the said Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the Village and its employees, agents, consultants, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about said Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

Notwithstanding any provision herein to the contrary, the Contractor shall not be entitled to an increase in the Contract Sum as a result of any delays in the progress of the Work. The Contractor's sole remedy for delay shall be an extension of time.

If the Contractor, but for a delay not within the Contractor's control, would have completed the Work prior to the project completion date, the Contractor shall not be entitled to any recovery of damages arising out of any event of delay which prevented such early completion of the Work.

O. Change Orders.

(1.) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Engineer. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village corporate authorities shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Village Administrator.

(2.) All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Proposal and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Engineer, in that said Unit Pricing already reflects Contractor's overhead and profits.

P. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and therefore is not entitled to any benefits provided to employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of the Village. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

Q. Contractor shall at all times have sole control over the manner, means and methods of performing the services required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted results. The Village, Engineer, nor Consultant shall not have control over, charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Contractor shall supervise and direct the Work efficiently with his, her or its best skill and attention; and the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

All Exhibits and Contract Documents referred to therein are expressly incorporated herein and made part hereof.

S. Assumption of Liability.

To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of Contractor, any subcontractor of any tier, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

T. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

U. No Waiver of Immunities and/or Privileges by the Village of Bartlett.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

V. Architectural Barriers Act, American with Disabilities Act, and Illinois Accessibility Code

Contractor shall comply with the Architectural Barrier act of 1968, as amended (42 U.S.C. § 4151, et seq.), the Americans with Disabilities Act of 1990 (ADA), as amended, including but not limited to changes made by the ADA Amendments Act of 2008 (P.L. 110-325), the Illinois Accessibility Code, as amended, and any and all applicable federal, state and local laws pertaining to accessibility with the most stringent

requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with the Clean Air act of 1970, as amended, the Federal Water Pollution Control Act, as amended, and all Environmental Laws (as defined above) with the most stringent laws controlling.

X. Removal and Disposal

The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

Y. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to Owner, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of the conflict involving any such agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Z. Illinois Human Rights Act.

The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.) and Contractor represents and warrants to the Village as follows:

(1) That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or woman are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

(3) That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the contract obligations are undertaken or assumed, so that each provision will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

(2) If the Drawings, Plans, and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z-2 Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

(2.) Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

(3.) This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.

(4.) In construing this Agreement, section headings shall be disregarded.

(5.) Time is of the essence of this Agreement and every provision contained herein.

(6.) Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.

(7.) Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.

(8.) In the event of any conflict between the terms and conditions of any of the Contract Documents, and/or this Addendum, the most stringent requirements shall control.

VILLAGE OF BARTLETT:

Performance Pipelining, Inc.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____

Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____



VILLAGE OF BARTLETT
SANITARY SERVICE LATERAL LINING

ADDENDUM No. 1

RETURN WITH BID

Issued: 2/10/2021

Addendum Item 1:

What size are the Village mains in the areas to be lined?

All mains are 8" mains in the areas where the laterals are to be lined.

Item 2:

Please see the revised bid schedule sheet (attached) to adjust for the following items:

- #3: Tee-Liner Diameter Transition: Remove Item as deemed unnecessary
- #5: Chemical Grout: Chemical Grout may only be utilized the first thirty feet (30') of service line, the Village is unsure if any will be necessary. Set unit price for assuming all twenty-six (26) may be grouted, after further inspection that may change based upon the Village and Contractor recommendations.

Please use the revised bid schedule sheet. Any bids on the older sheet will not be considered valid.

ITEM 3:

The Village shall also allow the use of the Trelleborg Cured-in-place-pipe (CIPP) Service Lateral and Connection (SL&C) Seals without the use of a Clean-out (see attached spec). If the Contractor intends to utilize this method instead of the use of the previous CIPP and Vac-A-Tee cleanout please indicate so on the revised bid proposal sheet in the Alternate Section, and do not fill out the earlier portion. Fill out the appropriate bid schedule section.

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

Bidder Name: Performance Pipelining Inc
Contact Person
(Print): Chud Wilson
Date: 2/10/21
Signature: [Handwritten Signature]

REVISED SCHEDULE OF PRICES
VILLAGE OF BARTLETT FY 20/21 SANITARY SEWER SERVICE LATERAL LINING

Company Name: Performance Pipelining

Address: 1551 W Norris Dr.

City, State, Zip: Ottawa, IL 61350

ORIGINAL SCOPE CIPP WITH VAC-A-TEE INSTALLATION					
Item No.	Description	Unit	Quantity (Estimated)	Unit Cost	Total
1A	Tee Liner Lateral Lining (6") Approximately 26 Homes	LF	1,700	60. ⁰⁰	102,000. ⁰⁰
2	Tee Liner Full Circumference Wrap Termination at Village Main Connection	EA	26	3,580. ⁰⁰	93,080. ⁰⁰
3	Tee Liner Diameter Transition	EA	Unknown		
4	Install Vac-A-Tee on 6" Service Lateral	EA	26	2,100. ⁰⁰	49,400. ⁰⁰
5A	Chemical Grout, Installed	EA	26	1. ⁰⁰	26. ⁰⁰
6A	Re-Cut Service Lateral Opening in Existing CIPP Main Liner	EA	26	350. ⁰⁰	9,100. ⁰⁰
7A	Sewer Lateral Line Locates	EA	26	300. ⁰⁰	7,800. ⁰⁰
				TOTAL	<u>261,406.⁰⁰</u>

ALTERNATIVE NO. 1 TRELLEBERG CIPP and SL&C SEALS					
Item No.	Description	Unit	Quantity (Estimated)	Unit Cost	TOTAL
1B	Lateral Lining (6") Trelleberg System Approximately 26 Homes	LF	1,700		
5B	Chemical Grout, Installed	EA	26		
6B	Re-cut Service Lining Opening in Existing CIPP Main Liner	EA	26		
7B	Sewer Lateral Line Locates	EA	26		
				ALTERNATIVE TOTAL	

Two hundred, sixty-one thousand four hundred, Six Dollars and NO Cents

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: [Signature] Company Name: Performance Pipelining

Printed Name: Chad Wilson **Date:** 2/16/21
Title: President **Telephone Number:** 815-433-0080
Email: cwilson.ppliner@gmail.com

RETURN UPDATED SCHEDULE WITH BID