

VILLAGE OF BARTLETT
BOARD AGENDA
APRIL 20, 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 and Committee Minutes – April 6, 2021
- *7. **BILL LIST:** April 20, 2021
8. **TREASURER'S REPORT:** February, 2021
Sales Tax Report – February, 2021
Motor Fuel Tax Report – January, 2021
9. **PRESIDENT'S REPORT:** A. Proclamation for Jean Walsh Retirement
B. Arbor Day Proclamation
B. Building Safety Month 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. None

B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**

- *1. Second Amendment to Real Estate Sale and Purchase Agreement (Site E)

C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**

- *1. Ordinance Reserving Volume Cap for Private Activity Bond Issues and Related Matters

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 Semi-Annual Bartlett Brush Collection Agreement Between the Village of Bartlett and Trees "R" Us, Inc.
- *2. Resolution Approving the Contract for Sanitary Sewer Rehabilitation Between the Village of Bartlett and Archon Construction Co. Inc.
- *3. Resolution Approving of the Agreement Between the Village of Bartlett and Globe Construction Company for the Concrete Replacement Project
- *4. Resolution Authorizing the Execution of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett for Snow Removal Assistance

13. **NEW BUSINESS**

14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**

15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
April 6, 2021

1. CALL TO ORDER

President Wallace called the regular meeting of April 6, 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 April 6, 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, Head Golf Professional Phi Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Reverend Susan Tyrrell from Immanuel United Church of Christ gave the invocation.

4. PLEDGE OF ALLEGIANCE



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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 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.

Trustee Gandsey stated that she would like to remove item E.1 from 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 Suwanski moved to Amend the Consent Agenda and that motion was seconded by Trustee Deyne

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

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

Trustee Deyne moved to approve the Amended Consent Agenda and that motion was seconded by Trustee Gandsey

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

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



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6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT

President Wallace asked for an update on the vaccination site.

Assistant Village Administrator Scott Skrycki stated that they have been working for several months trying to put together a vaccination clinic. More specifically, they have been working with Jewel/Osco and once they got a commitment, they looked at several sites and zeroed in on the Bartlett Park District because of their willingness to cooperate as well as the logistics of that building. The first vaccination is going to be on April 13th and they are using a phased approach for the registration. Phase 1 is seniors over age 65 and they were sent a notice today. They got those lists from the county and the township. Tomorrow, they will look at front line essential workers who have not had the vaccination yet. After that, they will go public with the link. He thanked IT, police and administration for putting this together. Most communities have seen 1,200 shots in the area and some have had 2,200 shots. They are getting 3,300 vaccinations and are very pleased with that number. This will be the Pfizer vaccine.

Trustee Gandsey asked about leftovers at the end of the day and wondered if we are prepared to make sure that every spot is filled?

Mr. Skrycki stated that Jewel takes them out of the refrigeration units as the day progresses. They also have an outlier list and the fact that the final phase is sharing it with the region will assure that all shots will be utilized. They are confident that they won't have a problem.

Village Administrator Paula Schumacher stated that they got an additional 1,100 doses because they are working with the Jain Society and Jewel asked them to combine.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne congratulated Trustee Carbonaro with the addition of a new grandson. He also recognized birthdays and anniversaries of staff.

Trustee Reinke stated that they had a Bike & Run Committee meeting about two weeks ago and there are a number of projects heading for the Village Board. The committee



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was very excited and had some great input. They will be adding to the paths and making biking safer.

11. TOWN HALL

Jay Langfelder, 1665 Penny Lane

Mr. Langfelder was there with concerns about the Bartlett Fire Protection District's proposal for the fire stations fire training facility. He explained that Carol Stream has a facility and was told that the tower has maintenance issues but the training is well worth it. The tower is closed for certain months (December and January) because of liability issues. In 2020, the tower was closed because of the Covid situation. Rent for eight hours of training is \$1,200-\$1,400 and rates will fluctuate, depending on what type of training. Fire Chief Gabrenya and Jim McCarthy mentioned that the cost of the tower at station three will be \$300,000. He was told that it is well worth it to have a training tower in the district. Carol Stream's fire district keeps an Insurance Service Rating (ISO) score of 2 and the best you can get is a 1. Information on the community's fire protection analyzes data using the fire suppression rating schedule. Public protection classification from 1 to 10, with 1 being best. Carol Stream has a #1. Prior to the referendum in March, 2018, Chief Falese, the fire district and the board (he was a board member) considered the lack of revenue, slow growth of revenue and increased emergency calls that the district was facing. It was wear-and-tear on the fleet and that is one concern he has is steadily replacement of vehicles which is the backbone along with the training of our personnel at the fire district. He is a strong proponent of training but is concerned about where the funds are being spent. In 2018, we opened up our checkbooks to improve the fire district, along with the police department we rate very well on safety. He wanted to assure that we are spending the money wisely.

Beth Cooper-Zobott, 1327 Tamarack Drive {Question read by staff member}

Ms. Cooper-Zobott would like additional information about the proposed Plunkett apartment complex for Naperville Road, south of Timberline townhomes. What is the status of the complex and will neighbor's be consulted if a decision has not yet been made?

President Wallace stated that we will respond to her directly with answers to her questions.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN REINKE



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Trustee Reinke presented Ordinance 2021-30, an Ordinance Approving a Site Plan and Granting a Special Use Permit for Fire Station #3 Located at 1575 W. Bartlett Road.

Trustee Reinke moved to approve Ordinance 2021-30, an Ordinance Approving a Site Plan and Granting a Special Use Permit for Fire Station #3 Located at 1575 W. Bartlett Road and that motion was seconded by Trustee Deyne.

Trustee Suwanski asked what they would do if the zoning permit is not passed.

Chief Gabrenya stated that they have not given it any thought.

Trustee Suwanski asked if they would perhaps build it to the 35' height.

Chief Gabrenya stated that they did not have a discussion on this so he couldn't speak about it. He stated that a lot about what makes it an issue is the height and that is because of the railings.

Trustee Suwanski asked what other organizations they targeted for grants and asked if they had further discussion about that.

Chief Gabrenya stated that they are always looking for grant opportunities out there for capital projects.

Trustee Suwanski stated that she understands that there are two engines on order right now.

Jim McCarthy stated that their board adopted a vehicle replacement program about a year ago. They have two new engines that are on order and should be here in July or August of this year. We are on track with the replacement schedule.

Trustee Suwanski stated that at their last meeting there was some concern about ambulances and asked him to elaborate. Is it true that we only have two.

Chief Gabrenya stated that every one of their employees is a paramedic. When they look at it from a staffing standpoint, they have two ambulances which are their transport vehicles. They transport a patient to the hospital. Basically, all five of their vehicles are ALS equipped and can handle any type of call, their engines can't transport. They have all the same medical supplies, medications, defibrillators, innovation equipment and anything you would find in an emergency room. Sometimes if you call for an ambulance you will see an engine show up because there are three paramedics on that vehicle and it is ALS equipped. In the fire service there are benchmarks that they look at to determine



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their staffing levels. They are nowhere near putting a third ambulance in-service. They look at these benchmarks to determine when they need to have another vehicle.

Mr. McCarthy stated that last year the Village of Lombard, put a third ambulance in place. At that point they were running 6,600 calls per year, we run 4,000 calls per year. These are metrics that are nationwide. Seventy percent of their calls are EMS calls and 30% are rescue or fire suppression. To follow those standards, being that they are national standards and they are certainly following those best practices. As to the concerns over funding, at the end of the day their board has done extensive return on investment studies on this and they are very qualified to do that and these are there funds to spend. At the end of the day, if there is questions about those funds (Trustee Langfelder) should really come to their board meeting and hear the facts. Streamwood does not have a training tower, it is a hose tower, and only a hose tower. Carol Stream's training tower is closed from November 1 until the end of February because of weather. They cannot have people in their training tower because of moisture, potential fall possibilities, and you do not want a firefighter injured during training. If anyone is interested in facts, they are happy to provide facts as opposed to sub-position.

Chief Gabrenya stated that they have all received copies of the emails from Chief Schulz that explains when their facility was out of service to replace thermal tiles and tuck pointing. The structure that they use which is masonry is out of service from November through March. Just recently came back online and is going to go out of service again for tuck pointing. There was also an email from Chief Clark from Streamwood and they don't have a training tower. They have a hose tower and cannot put smoke in that facility. A picture of the West Chicago facility was also included which is a two-story structure and all they can do in that structure is burn. It does not fit their needs and allow them to do the training they have talked about. He talked about scheduling and the limited accessibility to outside agencies because they want to train themselves first. The overtime to send their crews out of town is close to \$50,000 and that is just twice per year. They need to be trained a lot more than that and this allows them to do that. As President Wallace has mentioned, it will make this community safer without a doubt.

President Wallace stated that he made a very good point, it is not our responsibility to determine how the fire district spends their money, it is their prerogative. It is our job to see if we will approve the variance. His main question here is, does it make the village safer? The answer is yes. Does it cause a nuisance? The answer is no.

Trustee Suwanski stated that she was not trying to question their ability - it's your money to spend. She was just voicing concerns from some of the residents.



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Trustee Reinke stated that he got a lot of input from residents - a lot of questions. He didn't think this was the proper forum because this is a request for zoning relief. He thought they had a public relations issue on their hands. There is definitely some dissatisfaction out there and questions about this. It is a complicated issue.

Trustee Gandsey stated that she had a lot of inquiries also.

President Wallace stated that residents don't understand that the fire district is a separate entity with its own board.

Trustee Reinke called the question.

ROLL CALL VOTE TO APPROVE ORDINANCE 2021-30 APPROVING A SITE PLAN AND SPECIAL USE PERMIT FOR FIRE STATION #3

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

NAYS: None

ABSENT: None

MOTION CARRIED

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne presented Resolution 2021-31-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2021-2022.

Trustee Deyne moved to approve Resolution 2021-31-R, a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2021-2022 and that motion was seconded by Trustee Hopkins.

Trustee Reinke moved to amend the budget to remove the drone and that motion was seconded by Trustee Suwanski.

President Wallace stated that we have a motion to amend the motion to approve the budget to remove the drone.



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**ROLL CALL VOTE TO AMEND RESOLUTION 2021-31-R TO REMOVE
DRONE/SOFTWARE/TRAINING (\$5,000) FROM THE BUDGET**

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

Trustee Reinke stated that it is never just \$5,000. There are things that you “got to have” and things that would be “real nice”. This is an example of government going crazy with toys.

Trustee Gandsey moved to approve the Amended Resolution 2021-31-R a Resolution Adopting the Village of Bartlett Budget for Fiscal Year 2021-2022 and removal of drone/software/training (\$5,000) and that motion was seconded by Trustee Deyne.

**ROLL CALL VOTE TO APPROVE AMENDED RESOLUTION 2021-31-R TO REMOVE
DRONE/SOFTWARE/TRAINING (\$5,000) FROM THE BUDGET**

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

Trustee Deyne stated that the Village Wide Information Technology Plan was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN CARBONARO

Trustee Carbonaro presented Ordinance 2021-32, an Ordinance Amending Chapter 4 (Board of Fire and Police Commissioners) of Title 2 Entitled “Boards and Commissions” of the Bartlett Municipal Code.

Trustee Carbonaro moved to approve Ordinance 2021-32, an Ordinance Amending Chapter 4 (Board of Fire and Police Commissioners) of Title 2 Entitled “Boards and Commissions” of the Bartlett Municipal Code and that motion was seconded by Trustee Deyne.



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Trustee Gandsey asked if they had anyone in mind for the additional commission member.

President Wallace stated that he has a few applicants.

Trustee Gandsey stated that she wanted to make sure that they get a good diverse set of people on this commission. She stated that in 2017, she was appointed to the Economic Development Commission and she wanted to make sure that there is a good process in place so that anyone that is interested would know what is available.

Administrator Schumacher stated that the form is on the village website and they frequently get applications from residents for all of the commissions.

President Wallace stated that the reason the ordinance was proposed to be changed was because with only three members on this commission, a quorum could be difficult if one was absent. Also, there were so many members on this commission for such a long time, they didn't have anyone to be trained on the culture they like to see in the village.

ROLL CALL VOTE TO APPROVE ORDINANCE 2021-32 AMENDING CHAPTER 4 OF THE MUNICIPAL CODE

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

NAYS: None

ABSENT: None

MOTION CARRIED

F. PUBLIC WORKS COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that Resolution 2021-33-R, a Resolution Approving of the Village of Bartlett's 2021 Water Main Replacement Project Agreement Between the Village of Bartlett and Gerardi Sewer and Water Co.; Resolution 2021-34-R, a Resolution Approving the Second Amendment Agreement Between the Village of Bartlett and AT&T; Resolution 2021-35-R, a Resolution Approving of the Contract for the Backflow Testing Services Between the Village of Bartlett and Advantage Plumbing & Drain, Inc. were covered and approved under the Consent Agenda.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES



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Trustee Reinke stated that since the election is officially over, apparently the village code only permits four campaign signs in your yard at any time and he thought perhaps we could look at that a little more closely.

Attorney Mraz stated that there is a Supreme Court case, since the ordinance was drafted in 2003, and the village is pre-empted. There is a U.S. Supreme Court case where a municipality tried to come up with different regulations for political signs and other temporary signs. This was one of the few times, there was a 9-0 decision declaring it unconstitutional. The only thing that is left in the state statute is aggregate signage. There is not a solution and the village cannot enforce this. We will look at this before the next election.

Trustee Reinke stated that he has the utmost confidence in his ability to draft something. It doesn't have to be what he just said as long as it's constitutional. The current state of affairs is inappropriate. It's not the proper solution that he is getting phone calls from residents that they are getting tickets or notices because they have 4 signs in their yard. He gets phone calls about code enforcement all the time as well as homes with signs for years. It is worth taking a look at and he doesn't know if it is more training for code enforcement or something they need to talk more about during the goalsetting workshop.

15. ADJOURN

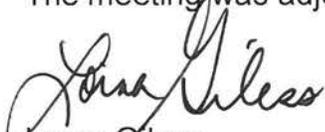
President Wallace stated that the Board would be going directly into the Committee of the Whole meeting following adjournment.

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

ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:39 p.m.


Lorna Gilles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES

April 6, 2021

CALL TO ORDER

President Wallace called the regular meeting of April 6, 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 April 6, 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.

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, Head Golf Professional Phi Lenz, Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giless.

FINANCE & GOLF, CHAIRMAN DEYNE Water/Sewer Rate Review

Finance Director Todd Dowden stated that every year we review the water sewer rate in the budget process. We are not proposing to raise rates in fiscal year 2022. This is a look forward three years to see what we are going to be doing. The Stearns Road Pump Station was put off this year and we did not paint the Oneida Water Tower since it is potentially coming down, so those savings will go towards funding this next years capital projects. Capital projects include the Water Main Replacement Program, removing old



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infrastructure and beginning the lead service line replacement program. We are projecting a cash balance for at the end of April, 2021 of \$4,931,000 which is above the maximum policy. Our balance is estimated to be \$3,776,000 at the end of FY 2022 which is \$138,000 over the maximum. We have some big programs coming up including the meter replacement program, continued infrastructure removal and Water Tower Painting. To fund those projects, we are estimating a 5% increase in the 2022-2023 year and a 5% increase in the 2023-2024 year. As far as sewer charges go, we had a three-year program we started in FY 2019, increasing the rates mainly to fund the Devon Lift Station Force Main Project and additionally for the wastewater treatment plant remodel. This year we will be funding projects through fund balance and bond proceeds for the Devon lift station force main and we are expecting to get IEPA loans for the wastewater treatment plant. With the Cook County rates, the third year of increases was divided in half over 2022-2023 and 2023-2024. That will bring the revenue up to cover bond payments for the lift station force main. The IEPA loans for the treatment plant are estimated at \$37,000,000. That is a preliminary number, but in order to qualify for that loan, we need to have rates that would cover that amount. The debt service will be about \$2,000,000 a year so DuPage County rates would need to be increased about 13% in 2022-23 and 19% in 2023-24. Our cash balance in the sewer fund is estimated for April 30, 2021 to be \$2,266,000. That is over the minimum balance by \$779,000. Since we will be using fund balance, at the end of this coming year, April 30, 2022, we are estimated to have a balance of \$1,724,000 which is a \$541,000 decrease from where we currently are and over the minimum balance by \$182,000.

In the memo staff included estimated rates. Currently, an estimated balance for \$6,000 in Cook County is \$24.50 and \$43.24 in DuPage. If all of these projected increases are incurred, Cook County will go up to \$28.53 per month and DuPage County will increase to \$58.25 per month. Staff included a rate sheet, but we noticed these were the old rates that were projected last year, so if you look at the memo, Cook County is currently at \$24.53, right between Kane and DuPage, right now. DuPage is currently at \$43.24, near the Glen Ellyn/Elmhurst range. The operating is everything but the Devon Ave. project, Bittersweet Plant and 2014 bonds. Those are taken out and allocated to the counties they are in. The rest of the operating includes the rehabilitation programs, lift station rehabilitation, etc. is divided 28% for Cook County and 73% for DuPage. The big thing we are going towards is the payment of the IEPA loans which will be starting in the fall of 2023. This increase is driven by our capital projects.

Mr. Dowden stated the IEPA loan is in process. At some point we will have to approve the rates and be official, even though they wouldn't be effective until 2022-2023 and 2023-2024. The reason DuPage Counties increase is higher the second year is because we are not expecting the full \$37,000,000 of the bond limit to be used, so the second year is not expected to increase that much.

Chairman Gandsey asked what will happen in 2024-2025 as far as increases.



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Mr. Dowden stated it should even out after these increases.

Chairman Hopkins stated that he thinks it's important to realize that if you live in Cook County Bartlett your sewer rates are almost double what they are in Cook County, Hanover Park and almost every other community in Cook County. If we looked at any other part of our budget and it was more than double that of any other community we would raise red flags, as a board. If our police departments budget was double what Streamwood's was, we would be questioned on it. He understands we have infrastructure projects we are funding, but why do we have to fund those projects in the first place. He wants staff to look into why we have an excess flow plant and it would help us determine why our rates are double what our neighboring communities' rates are. We need to bring the fees that we charge our Cook County residents, in line with our neighboring communities.

President Wallace stated that was a good point.

Chairman Suwanski asked why DuPage's rates are so much higher than the other counties.

Mr. Dowden stated that in DuPage County we collect and treat our wastewater. In the Cook County side, we just collect it and it goes to MWRD for treatment. In Cook County you have MWRD on your property taxes and you are also paying for the collection of it, to the village.

Chairman Reinke stated from a resident's perspective, water and sewer rates are sky rocketing. On the water side, it is because of the capital investment from the Lake Michigan project, but he thought over time our rates would start to come down.

Mr. Dowden stated we should be set for a while as far as infrastructure goes. The problem with the wastewater plant was EPA restrictions. He thought it should level off as far as water goes, but we still have the main replacement program and old water towers.

Chairman Reinke stated he remembered there were a lot of things we were no longer going to have to do anymore so it would cost money upfront to decommission the wells, but then we wouldn't have to maintain them so overtime we are saving money. He stated its hard to explain that to residents that are not engrossed with it for 16 hours at board meetings.

Chairman Hopkins stated it might be good to break the capital costs down on the water bill so residents can see our costs. If you are a resident and see your sky rocketing rate, at least you know in 15-20 years when that loan is paid off that fee will go away. He knows



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there will be other capital projects that come along, but the transition to Lake Michigan water is a huge portion of that water bill.

President Wallace stated that wouldn't be too difficult to do. That way they will see right on their bill that they are getting something for the money they are spending. He thought it was a great idea.

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

ROLL CALL VOTE TO ADJOURN THE MEETING

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting adjourned at 7:55 p.m.

Sam Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021

100-GENERAL FUND REVENUES

420230-BUILDING PERMITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 OSCAR JIMENEZ	BUILDING PERMIT REFUND	115.00
INVOICES TOTAL:		115.00

100000-GENERAL FUND

210001-PAYROLL TAXES PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 NCPERS GROUP LIFE INSURANCE	LIFE INSURANCE PREMIUM/R PRYOR	56.00
INVOICES TOTAL:		56.00

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	144.70
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	95.40
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	193.49
INVOICES TOTAL:		433.59

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	PAPER/OFFICE SUPPLIES	27.34
1 WAREHOUSE DIRECT	TICKET CARDS	10.32
1 WAREHOUSE DIRECT	TAPE/BINDER	27.65
INVOICES TOTAL:		65.31

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CREEKSIDE PRINTING	APRIL/MAY BARTLETTER	3,975.00
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	40.50
INVOICES TOTAL:		4,015.50

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LESLIE GODDARD	ZOOM PRESENTATION	250.00
1 KANE COUNTY CLERK	GEO STRUCKMAN WEDDING CERTIFICATE	16.00
INVOICES TOTAL:		266.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	31.55
1 WAREHOUSE DIRECT	POST-IT NOTES/CLIPBOARDS	265.95

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021

INVOICES TOTAL: 297.50

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK DIAMOND BUSH	LEGAL SERVICES	1,237.50
1 ANCEL GLINK DIAMOND BUSH	LEGAL SERVICES	675.00
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	9,592.50
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	3,570.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<u>INVOICES TOTAL:</u>		<u>18,000.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC ENGINEERING SERVICES	222.00
1 GEWALT HAMILTON ASSOCIATES INC	TRAFFIC PASS THRU	1,840.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
<u>INVOICES TOTAL:</u>		<u>2,987.00</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	SPAULDING ROAD QUIET ZONE	868.00
<u>INVOICES TOTAL:</u>		<u>868.00</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	56.84
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	33.05
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	38.15
<u>INVOICES TOTAL:</u>		<u>128.04</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	140.00
<u>INVOICES TOTAL:</u>		<u>140.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	PAYROLL CHECK FORMS	159.10
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	130.44
1 WAREHOUSE DIRECT	ADDING MACHINE TAPE/SUPPLIES	133.68
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	16.29

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021

INVOICES TOTAL: **439.51**

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DEVIN KAMPERSCHROER	RECORDING FEES/TRAIN FARE	214.62
		<u>INVOICES TOTAL:</u> 214.62

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	43.92
		<u>INVOICES TOTAL:</u> 43.92

523010-ELEVATOR INSPECTIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMPSON ELEVATOR INSPECTION	ANNUAL ELEVATOR INSPECTION	41.00
1 THOMPSON ELEVATOR INSPECTION	ANNUAL ELEVATOR INSPECTIONS	82.00
		<u>INVOICES TOTAL:</u> 123.00

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	124.20
		<u>INVOICES TOTAL:</u> 124.20

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	CHAIR FRAME	279.99
		<u>INVOICES TOTAL:</u> 279.99

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	97.06
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	57.70
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	201.34
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	125.11
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	151.80
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	46.67
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	140.05
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	67.50
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	131.13
1 PROSHRED SECURITY	PAPER SHREDDING SERVICES	120.00
1 ULTRA STROBE COMMUNICATIONS INC	MONTHLY SERVICE FEE	1,235.00
1 VERIZON WIRELESS	WIRELESS SERVICES	728.70

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021

INVOICES TOTAL: **3,102.06**

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	1,221.11
		<u>INVOICES TOTAL:</u> 1,221.11

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEADSONLINE LLC	ANNUAL SERVICE AGREEMENT	3,913.00
		<u>INVOICES TOTAL:</u> 3,913.00

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	DOG FOOD FOR KENNEL	15.99
		<u>INVOICES TOTAL:</u> 15.99

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	1,147.32
1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	316.27
1 HOME DEPOT CREDIT SERVICES	PRESSURE WASHER	99.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	267.50
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	388.98
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	377.50
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
		<u>INVOICES TOTAL:</u> 2,616.52

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PRINTING SUPPLIES	421.02
1 DIY AWARDS	OFFICER OF YEAR AWARD	170.96
1 MICHAEL KMIECIK	LUTHER K9 FOOD	136.81
1 WAREHOUSE DIRECT	TONER	105.99
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	221.88
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	98.11
		<u>INVOICES TOTAL:</u> 1,154.77

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	518.87
1 STREICHER'S INC	BADGE REPAIRS	10.00
		<u>INVOICES TOTAL:</u> 528.87

530115-SUBSCRIPTIONS/PUBLICATIONS

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

VILLAGE OF BARTLETT
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1 GUARDIAN TRACKING LLC	ANNUAL INTERNET SUBSCRIPTION	2,858.00
1 THOMSON REUTERS - WEST	MONTHLY SUBSCRIPTION	213.93
	INVOICES TOTAL:	3,071.93

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STATE GRAPHICS	BUSINESS CARDS	59.49
1 WAREHOUSE DIRECT	BINDERS/OFFICE SUPPLIES	329.92
1 WAREHOUSE DIRECT	BINDERS/OFFICE SUPPLIES	314.24
1 WAREHOUSE DIRECT	PAPER/DUST CLEANER	52.38
	INVOICES TOTAL:	756.03

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	10.71
	INVOICES TOTAL:	10.71

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	ELECTRIC SHOE POLISHERS	577.26
	INVOICES TOTAL:	577.26

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADDISON FIRE PROTECTION DISTRICT	INSTRUCTOR COURSE FEES	750.00
1 CITY OF ST CHARLES	ANNUAL SHOOTING RANGE FEE	1,200.00
1 ILCMA	WEBINAR CLASS REGISTRATION	120.00
1 KATHRYN R JUZWIN	CONSULTING SERVICES	1,666.60
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	275.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	255.00
1 NORTH EAST MULTI-REGIONAL	ANNUAL MEMBERSHIP FEES	5,795.00
1 JACQUELINE SHIOLI	TRAINING EXPENSES	68.40
	INVOICES TOTAL:	10,130.00

542000-PLANNING & RESEARCH

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 POWERDMS INC	ANNUAL SERVICE AGREEMENT	5,321.25
	INVOICES TOTAL:	5,321.25

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHERN ILLINOIS POLICE	ANNUAL MEMBERSHIP DUES	400.00
1 NORTHERN ILLINOIS POLICE	EMERGENCY SERVICES TEAM DUES	4,800.00
1 NORTHERN ILLINOIS POLICE	MOBILE FIELD FORCE DUES	1,135.00
	INVOICES TOTAL:	6,335.00

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	800.00
1 TRANS UNION LLC	BACKGROUND CHECK FEES	122.04
INVOICES TOTAL:		922.04

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LCD MONITOR	215.38
1 KOZIOL REPORTING SERVICE	REPORTING SERVICES	660.00
INVOICES TOTAL:		875.38

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	4,600.00
1 ALTORFER INDUSTRIES INC	WHEEL LOADER RENTAL	516.00
1 COMCAST	CABLE SERVICE	2.09
1 VERIZON WIRELESS	WIRELESS SERVICES	979.08
1 VERIZON WIRELESS	WIRELESS SERVICES	36.01
1 VERIZON WIRELESS	WIRELESS SERVICES	60.85
INVOICES TOTAL:		6,194.03

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	25.35
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	5,580.02
1 NICOR GAS	GAS BILL	275.91
INVOICES TOTAL:		5,881.28

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JERRY'S WELDING INC	VEHICLE MAINTENANCE	1,750.00
1 JERRY'S WELDING INC	VEHICLE MAINTENANCE	275.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	434.33
1 POMP'S TIRE SERVICE INC	FLAT TIRE REPAIRS	62.50
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	983.43
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	125.00
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	410.95
INVOICES TOTAL:		4,041.21

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1 MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
1	MIDWEST COMPOST - ELGIN	WOOD CHIP DISPOSAL	30.00
			<u>INVOICES TOTAL:</u>
			<u>270.00</u>

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL REPAIRS	336.07
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL/STREET LIGHT MAINT	1,001.00
		<u>INVOICES TOTAL:</u>
		<u>1,337.07</u>

527112-SERVICE TO MAINTAIN STR LIGHTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMUND & NELSON CO	STREET LIGHT WIRING REPAIRS	265.00
		<u>INVOICES TOTAL:</u>
		<u>265.00</u>

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	883.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,824.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	420.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	978.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	841.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,883.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2021	8,606.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	85.28
		<u>INVOICES TOTAL:</u>
		<u>15,520.28</u>

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,108.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	2,604.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,054.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	825.35
1 WELCH BROS INC	MAINTENANCE MATERIALS	514.80
1 WELCH BROS INC	MAINTENANCE MATERIALS	95.29
1 WELCH BROS INC	MAINTENANCE MATERIALS	338.53
1 WELCH BROS INC	GRAVEL PURCHASE	87.00
		<u>INVOICES TOTAL:</u>
		<u>7,626.97</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	MATERIALS & SUPPLIES	132.07
1 AMAZON CAPITAL SERVICES INC	IPAD CASES	62.60

** Indicates pre-issue check.

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1 DULTMEIER SALES LLC	BRINE STORAGE TANK	4,992.00
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	191.94
1 FASTENAL COMPANY	MATERIALS & SUPPLIES	16.10
1 GRAINGER	MATERIALS & SUPPLIES	108.96
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	569.96
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	114.31
	INVOICES TOTAL:	6,187.94

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MAGNETIC LOCATOR	751.50
	INVOICES TOTAL:	751.50

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	INK CARTRIDGE/PAPER/SUPPLIES	118.33
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	45.73
	INVOICES TOTAL:	164.06

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MAINTENANCE SUPPLIES	133.36
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	88.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	706.89
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	47.36
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.91
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.65
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.49
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.90
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	1,034.73
1 STANDARD EQUIPMENT COMPANY	STREET SWEEPER SUPPLIES	283.93
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	164.11
1 TERMINAL SUPPLY CO	MAINTENANCE SUPPLIES	67.06
	INVOICES TOTAL:	2,610.29

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRIMCO INC	MAINTENANCE SUPPLIES	338.52
1 GRIMCO INC	MAINTENANCE SUPPLIES	125.76
	INVOICES TOTAL:	464.28

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	945.00
	INVOICES TOTAL:	945.00

** Indicates pre-issue check.

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543800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANT ELECTRIC SUPPLY CO	LIGHT POLES	2,368.00
1 CONSTANT ELECTRIC SUPPLY CO	STREET LIGHTING SUPPLIES	2,075.00
1 STEINER ELECTRIC COMPANY	STREET LIGHT POLES	3,554.34
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	286.02
INVOICES TOTAL:		8,283.36

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING RESOURCE ASSOCIATES	DEVON/W BARTLETT BIKE PATH	839.65
1 ENGINEERING RESOURCE ASSOCIATES	ONEIDA BASIN IMPROVEMENTS	427.00
1 MCCLLOUD AQUATICS	ALGAE CONTROL SERVICES	3,550.00
1 WELCH BROS INC	MAINTENANCE MATERIALS	1,028.00
INVOICES TOTAL:		5,844.65

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MONROE TRUCK EQUIPMENT INC	ASPHALT HOT BOX	32,084.00
1 RODRIGUEZ ROOFING CO	BAL DUE/ROOF FOR ADMIN BLDG	4,261.11
INVOICES TOTAL:		36,345.11

4200-MUNICIPAL BLDG PROJECTS EXP

584023-GOLF COURSE FACILITY IMPROV

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	791.78
1 UNIVERSAL CARPET INC	CARPET TILE INSTALLATION	2,300.00
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	19.65
INVOICES TOTAL:		3,111.43

430000-DEVELOPER DEPOSITS FUND

245000-DONATIONS DUE TO LIBRARY

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PUBLIC LIBRARY	DEVELOPER DONATIONS DISBURSEMENT	4,819.08
INVOICES TOTAL:		4,819.08

245001-DONATIONS DUE TO FIRE DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT FIRE PROTECTION DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	6,662.64
INVOICES TOTAL:		6,662.64

245002-DONATIONS DUE TO PARK DISTRICT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT PARK DISTRICT	DEVELOPER DONATIONS DISBURSEMENT	36,559.50

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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INVOICES TOTAL: 36,559.50

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGO COOL HEAT INC	BOND REFUND/1323 TURFWAY LN	2,525.00
		<u>INVOICES TOTAL:</u> <u>2,525.00</u>

4420-59 & LAKE EXPENDITURES

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	DEMOLITION MGMT/CRUISE AMERICA	2,467.05
		<u>INVOICES TOTAL:</u> <u>2,467.05</u>

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 2021	394,091.18
		<u>INVOICES TOTAL:</u> <u>394,091.18</u>

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2021	1,714.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	11,252.75
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
		<u>INVOICES TOTAL:</u> <u>15,260.08</u>

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	979.08
		<u>INVOICES TOTAL:</u> <u>979.08</u>

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PDC LABORATORIES INC	SAMPLE TESTING	40.00
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,314.00
		<u>INVOICES TOTAL:</u> <u>1,354.00</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICES	75.60
		<u>INVOICES TOTAL:</u> <u>75.60</u>

523401-ARCHITECTURAL/ENGINEERING SVC

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

VILLAGE OF BARTLETT
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1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	85.29
	<u>INVOICES TOTAL:</u>	<u>85.29</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	747.51
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	388.24
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	670.06
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	3,495.02
1 NICOR GAS	GAS BILL	62.64
1 NICOR GAS	GAS BILL	196.12
	<u>INVOICES TOTAL:</u>	<u>5,559.59</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	983.43
	<u>INVOICES TOTAL:</u>	<u>983.43</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	336.00
1 WELCH BROS INC	GRAVEL PURCHASE	304.50
1 WELCH BROS INC	GRAVEL PURCHASE	217.50
	<u>INVOICES TOTAL:</u>	<u>858.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPAD SCREEN PROTECTOR	14.98
1 CORE & MAIN LP	MATERIALS & SUPPLIES	628.41
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	109.07
	<u>INVOICES TOTAL:</u>	<u>752.46</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	IPHONE CAR CHARGERS	31.58
1 WAREHOUSE DIRECT	INK CARTRIDGE/PAPER/SUPPLIES	118.33
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	45.73
	<u>INVOICES TOTAL:</u>	<u>195.64</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,611.45
	<u>INVOICES TOTAL:</u>	<u>2,611.45</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	100.48

** Indicates pre-issue check.

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1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.91
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.64
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.47
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.91
<u>INVOICES TOTAL:</u>		<u>184.41</u>

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	150.00
<u>INVOICES TOTAL:</u>		<u>150.00</u>

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - FEBRUARY 2021	36,196.20
<u>INVOICES TOTAL:</u>		<u>36,196.20</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RODRIGUEZ ROOFING CO	BAL DUE/ROOF FOR ADMIN BLDG	4,261.11
<u>INVOICES TOTAL:</u>		<u>4,261.11</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FIRST FEDERAL SAVINGS BANK	REFUND/776 W BARTLETT RD	54.09
1 ARTHUR REGAN	REFUND/WATER BILL OVERPAYMENT	193.34
<u>INVOICES TOTAL:</u>		<u>247.43</u>

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	766.50
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	761.25
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	766.50
<u>INVOICES TOTAL:</u>		<u>2,294.25</u>

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/APR 2021	1,028.00
<u>INVOICES TOTAL:</u>		<u>1,028.00</u>

522500-EQUIPMENT RENTALS

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

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1 VERIZON WIRELESS	WIRELESS SERVICES	979.09
		INVOICES TOTAL: 979.09

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	85.29
		INVOICES TOTAL: 85.29

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	208.84
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	325.70
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	711.31
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	29,142.44
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	231.72
1 NICOR GAS	GAS BILL	39.31
1 NICOR GAS	GAS BILL	40.32
1 NICOR GAS	GAS BILL	127.28
1 NICOR GAS	GAS BILL	40.64
1 NICOR GAS	GAS BILL	41.94
1 NICOR GAS	GAS BILL	41.87
1 NICOR GAS	GAS BILL	67.14
1 NICOR GAS	GAS BILL	63.20
1 NICOR GAS	GAS BILL	123.06
		INVOICES TOTAL: 31,204.77

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	7,301.00
		INVOICES TOTAL: 7,301.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	655.65
		INVOICES TOTAL: 655.65

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	PUMP SUPPLIES	181.05
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	13.15
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	780.42
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	10.15
		INVOICES TOTAL: 984.77

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	171.21

** Indicates pre-issue check.

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INVOICES TOTAL: 171.21

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	2,537.83
		<u>INVOICES TOTAL: 2,537.83</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRO CHEM INC	NITRILE GLOVES	407.00
		<u>INVOICES TOTAL: 407.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/OFFICE SUPPLIES	74.95
1 WAREHOUSE DIRECT	INK CARTRIDGE	76.21
		<u>INVOICES TOTAL: 151.16</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL BILLS POSTAGE	2,611.45
		<u>INVOICES TOTAL: 2,611.45</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BERRYMAN EQUIPMENT COMPANY	EQUIPMENT INSTALLATION	4,231.00
1 CERTIFIED BALANCE & SCALE CORP	LAB BALANCE CLEANING/CALIBRATION	1,404.00
1 CHICAGO CHAIN & TRANSMISSION CO	MAINTENANCE SUPPLIES	575.05
1 GRAINGER	MAINTENANCE SUPPLIES	60.64
1 GRAINGER	MAINTENANCE SUPPLIES	36.23
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	20.91
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	14.65
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	25.47
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	22.91
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	54.16
1 USA BLUE BOOK	MAINTENANCE SUPPLIES	197.00
		<u>INVOICES TOTAL: 6,642.02</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RODRIGUEZ ROOFING CO	BAL DUE/ROOF FOR ADMIN BLDG	4,261.11
		<u>INVOICES TOTAL: 4,261.11</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

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

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1	ENGINEERING ENTERPRISES INC	BASIN FLOW MONITORING STUDY	1,720.00
1	ENGINEERING ENTERPRISES INC	BASIN PHASE 2 SSES ANALYSIS	1,525.25
1	NEENAH FOUNDRY COMPANY	SOLID LIDS	3,510.00
1	NEENAH FOUNDRY COMPANY	SOLID LIDS	3,510.00
1	NEENAH FOUNDRY COMPANY	SOLID LIDS	3,510.00
1	PERFORMANCE PIPELINING INC	SANITARY SERVICE LINING	39,600.00
			INVOICES TOTAL:
			53,375.25

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CRAWFORD MURPHY & TILLY	BIDDING/ENGINEERING ASSISTANCE	1,152.92
		INVOICES TOTAL:
		1,152.92

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	RECLAMATION FACILITY/WETLAND REVIEW	305.00
		INVOICES TOTAL:
		305.00

582028-DEVON EXCESS FLOW PLANT REHB

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW SEWER & FORCEMAIN	10,820.00
1 ENGINEERING ENTERPRISES INC	EXCESS FLOW FACILITY LIFT STATION	3,626.00
		INVOICES TOTAL:
		14,446.00

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00
1 UNIFIRST CORPORATION	MATS	24.54
1 UNIFIRST CORPORATION	MATS	24.54
		INVOICES TOTAL:
		449.08

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	64.24
1 NICOR GAS	GAS BILL	201.30
		INVOICES TOTAL:
		265.54

550-GOLF FUND REVENUES

470010-CLUBHOUSE BANQUET SALES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 GREGORY M ALDERMAN	DEPOSIT REFUND	2,000.00
** 1 ELLEN ZAJDA	DEPOSIT REFUND	500.00
		INVOICES TOTAL:
		2,500.00

** Indicates pre-issue check.

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5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	45.86
1 ROSCOE CO	MATS	228.29
1 THOMPSON ELEVATOR INSPECTION	ANNUAL ELEVATOR INSPECTION	41.00
INVOICES TOTAL:		432.65

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER REPAIRS	2,673.00
1 COLLEY ELEVATOR COMPANY	ELEVATOR MAINTENANCE	822.00
1 INDUSTRIAL DOOR COMPANY	SLIDING DOOR MAINTENANCE	300.00
1 JENSEN'S PLUMBING & HEATING INC	PLUMBING/EQUIPMENT REPAIRS	1,042.69
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT MAINTENANCE	726.79
INVOICES TOTAL:		5,564.48

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	399.65
1 NICOR GAS	GAS BILL	921.09
INVOICES TOTAL:		1,320.74

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	170.40
INVOICES TOTAL:		170.40

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	GOLF CART MAINTENANCE SUPPLIES	1,081.90
INVOICES TOTAL:		1,081.90

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF SHOES	1,111.64
1 ADIDAS AMERICA INC	GOLF SHOES	241.33
1 ADIDAS AMERICA INC	GOLF SHOES	1,080.72
INVOICES TOTAL:		2,433.69

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	1,424.31

** Indicates pre-issue check.

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INVOICES TOTAL: 1,424.31

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TAYLOR MADE GOLF COMPANY INC	GOLF GLOVES	941.94
<u>INVOICES TOTAL:</u>		<u>941.94</u>

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	1,026.68
1 ADIDAS AMERICA INC	GOLF APPAREL	119.59
1 ADIDAS AMERICA INC	GOLF APPAREL	47.09
<u>INVOICES TOTAL:</u>		<u>1,193.36</u>

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
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
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
1 CINTAS CORPORATION	UNIFORM RENTAL	25.00
<u>INVOICES TOTAL:</u>		<u>225.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	328.99
1 NICOR GAS	GAS BILL	307.02
<u>INVOICES TOTAL:</u>		<u>636.01</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	60.00
1 GREAT LAKES TURF LLC	MATERIALS & SUPPLIES	667.00
<u>INVOICES TOTAL:</u>		<u>727.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DESK CHAIR	66.64
1 AMAZON CAPITAL SERVICES INC	TIME CARDS/RAIN GAUGE	117.99
<u>INVOICES TOTAL:</u>		<u>184.63</u>

** Indicates pre-issue check.

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534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	GOLF CART MAINTENANCE SUPPLIES	3.98
	INVOICES TOTAL:	3.98

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADVANCED TURF SOLUTIONS	MAINTENANCE SUPPLIES	411.00
1 AMAZON CAPITAL SERVICES INC	TIME CARDS/RAIN GAUGE	49.99
1 FAULKS BROS CONSTRUCTION INC	BUNKER SAND	782.38
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	396.47
1 REED IRRIGATION SERVICES INC	MAINTENANCE SUPPLIES	440.00
1 TOP TO BOTTOM INSTALLATIONS	BURGLAR ALARM MONITORING	150.00
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	77.09
	INVOICES TOTAL:	2,306.93

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SPRINKLER INSPECTION	2,445.00
1 CINTAS FIRE PROTECTION	FIRE ALARM REPAIRS	716.00
	INVOICES TOTAL:	3,161.00

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SERVICE	19.00
	INVOICES TOTAL:	19.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	153.51
	INVOICES TOTAL:	153.51

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELGIN BEVERAGE CO	GLASSWARE	25.92
1 EUCLID BEVERAGE LLC	GLASSWARE	24.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	86.71
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	86.29
1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/SERVICE SUPPLIES	45.08
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	305.33
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	45.00
	INVOICES TOTAL:	618.33

** Indicates pre-issue check.

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534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	347.22
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	320.22
1 ELGIN BEVERAGE CO	BEER PURCHASE	48.95
1 ELGIN BEVERAGE CO	BEER PURCHASE	156.64
1 EUCLID BEVERAGE LLC	BEER PURCHASE	380.89
1 EUCLID BEVERAGE LLC	BEER PURCHASE	169.41
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	62.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	195.95
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	56.04
1 LAKESHORE BEVERAGE	BEER PURCHASE	132.12
1 LAKESHORE BEVERAGE	BEER PURCHASE	110.00
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	136.20
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	187.90
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	206.69
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	387.22
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	237.81
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	233.73
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	479.33
INVOICES TOTAL:		3,848.32

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
INVOICES TOTAL:		1,575.00

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	58.00
INVOICES TOTAL:		58.00

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	FISH FRY/EASTER BRUNCH ADS	120.00
1 EXAMINER PUBLICATIONS INC	FISH FRY/EASTER BRUNCH ADS	120.00
INVOICES TOTAL:		240.00

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INDUSTRIAL DOOR COMPANY	SLIDING DOOR MAINTENANCE	190.00
INVOICES TOTAL:		190.00

524120-UTILITIES

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

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1 NICOR GAS	GAS BILL	153.51
		INVOICES TOTAL: 153.51

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	100.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	86.29
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	119.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	305.33
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	319.93
		INVOICES TOTAL: 931.49

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/SERVICE SUPPLIES	251.09
		INVOICES TOTAL: 251.09

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	736.63
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	405.61
1 ELGIN BEVERAGE CO	BEER PURCHASE	156.65
1 EUCLID BEVERAGE LLC	BEER PURCHASE	135.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	180.18
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	221.98
1 GRECO AND SONS INC	FOOD PURCHASE	464.74
1 GRECO AND SONS INC	FOOD PURCHASE	287.20
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	108.34
1 HIGHLAND BAKING COMPANY	FOOD PURCHASE	62.72
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	90.73
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	239.95
1 SOUTHERN GLAZER'S OF IL	LIQUOR PURCHASE	60.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	1,072.94
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	1,636.06
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	500.47
		INVOICES TOTAL: 6,359.20

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARACHAS GROUP INSURANCE	LIQUOR LIABILITY RENEWAL	1,575.00
		INVOICES TOTAL: 1,575.00

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	MATCH BOOKS	6.69

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	86.29
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	122.07
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	20.00
<u>INVOICES TOTAL:</u>		<u>235.05</u>

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	50.00
1 BREAKTHRU BEVERAGE ILLINOIS LLC	LIQUOR PURCHASE	242.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	207.93
1 ELGIN BEVERAGE CO	BEER PURCHASE	153.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	745.30
1 EUCLID BEVERAGE LLC	BEER PURCHASE	169.40
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	350.00
1 LAKESHORE BEVERAGE	BEER PURCHASE	20.35
1 LAKESHORE BEVERAGE	BEER PURCHASE	264.55
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	227.09
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	154.55
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	324.43
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	63.92
<u>INVOICES TOTAL:</u>		<u>3,072.52</u>

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES APR 2021	16,650.00
1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICES MAY 2021	16,650.00
<u>INVOICES TOTAL:</u>		<u>33,300.00</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	88.40
1 THINKGARD	MONTHLY SERVICE AGREEMENT	2,090.90
<u>INVOICES TOTAL:</u>		<u>2,179.30</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JENSEN'S PLUMBING & HEATING INC	LEAK REPAIRS	1,208.82
1 MIDWEST MECHANICAL	EQUIPMENT REPAIRS	312.50
1 PATRICK ELECTRICAL SERVICE	LIGHTING REPLACEMENT/REPAIRS	1,105.20
1 UNIFIRST CORPORATION	MATS	91.44
1 UNIFIRST CORPORATION	MATS	91.44
<u>INVOICES TOTAL:</u>		<u>2,809.40</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 4/20/2021**

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	151.74
1 NICOR GAS	GAS BILL	1,097.92
INVOICES TOTAL:		1,249.66

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	METRIC SCALE RULER	10.19
1 AMAZON CAPITAL SERVICES INC	ADAPTERS	53.00
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	161.12
1 GREAT LAKES COCA-COLA	SOFT DRINK PURCHASE	286.66
** 1 SAM'S CLUB	FOOD PURCHASES/SUPPLIES	143.84
1 WAREHOUSE DIRECT	PAPER/OFFICE SUPPLIES	438.82
1 WAREHOUSE DIRECT	PAPER TOWELS/BATH TISSUE	162.21
1 WAREHOUSE DIRECT	PAPER/PAPER TOWELS/SUPPLIES	560.26
1 WAREHOUSE DIRECT	DISINFECTANT WIPES	31.99
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	98.73
INVOICES TOTAL:		1,946.82

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	DOOR STOP	19.44
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	41.82
INVOICES TOTAL:		61.26

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS TRAINING	1,500.00
INVOICES TOTAL:		1,500.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GMIS INTERNATIONAL	ANNUAL MEMBERSHIP DUES	300.00
INVOICES TOTAL:		300.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	TONER	73.18
1 TOWN & COUNTRY GARDENS	FLOWERS	90.99
INVOICES TOTAL:		164.17

7000-POLICE PENSION EXPENDITURES

541600-PROFESSIONAL DEVELOPMENT

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

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 4/20/2021

1 GARY MITCHELL

IPPFA PENSION CONF-MITCHELL/BANSLEY

770.00

INVOICES TOTAL: 770.00

GRAND TOTAL:

911,047.82

GENERAL FUND	171,881.13
MUNICIPAL BUILDING FUND	3,111.43
DEVELOPER DEPOSITS FUND	50,566.22
59 & LAKE TIF FUND	2,467.05
WATER FUND	466,139.20
SEWER FUND	128,299.52
PARKING FUND	714.62
GOLF FUND	43,588.04
CENTRAL SERVICES FUND	43,510.61
POLICE PENSION FUND	770.00
GRAND TOTAL	911,047.82

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2020/21 as of February 28, 2021

Fund	1/31/2021	Receipts	Disbursements	Detail of Ending Balance		
				Cash	Investments	Net Assets/Liab.
General	16,890,115	1,481,910	1,866,727	10,596,045	5,887,668	21,585
MFT	2,653,568	119,413	0	2,632,750	379,184	(238,953)
Debt Service	226,161	92,384	318	197,613	119,481	1,133
Capital Projects	947,696	36	0	26,067	15,761	905,904
Municipal Building	1,043,866	43	7,212	470,758	284,629	281,311
Developer Deposits	2,557,559	50	0	143,407	2,077,559	336,643
59 & Lake TIF	(26,423)	0	3,449	487,979	295,041	(812,892)
BC Municipal TIF	1,124,611	1,257	43,724	690,349	417,398	(25,603)
Bluff City TIF Municipal	118,203	7	0	73,540	44,464	207
Water	(87,556)	966,639	663,674	2,846,677	1,721,092	(4,352,361)
Sewer	20,216,118	517,836	312,394	1,628,927	984,818	17,807,814
Parking	(31,973)	958	11,502	0	0	(42,517)
Golf	(270,949)	7,610	124,878	0	0	(388,216)
Central Services	818,677	115,013	73,755	387,980	234,580	237,375
Vehicle Replacement	3,909,617	49,574	0	1,053,494	636,962	2,268,735
TOTALS	50,089,291	3,352,730	3,107,632	21,235,589	13,098,636	16,000,165
						50,334,389

BC Project TIF	7,716,389	38,838	3,693,580	0	0	4,061,648
Bluff City Project TIF	7,958	0	0	4,951	2,994	14
Bluff City SSA Debt Srv.	91,754	3	0	0	0	91,757
Police Pension	54,418,568	679,478	220,116	1,028,551	53,754,642	94,738
						54,877,930


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2020/21 as of February 28, 2021

Fund	Revenues			Expenditures				
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	21,677,714	24,183,270	89.64%	85.87%	19,062,450	24,951,630	76.40%	80.59%
MFT	1,332,524	1,765,000	75.50%	60.72%	2,117,160	2,620,000	80.81%	36.19%
Debt Service	14,408,582	3,192,494	451.33%	263.06%	14,957,574	3,165,819	472.47%	281.09%
Capital Projects	906,164	500.00	100.00%	105.83%	0	0	0.00%	0.00%
Municipal Building	8,571	7,000	122.44%	49.57%	27,969	415,000	6.74%	76.44%
Developer Deposits	73,368	601,000	12.21%	25.29%	0	763,958	0.00%	2.55%
Bluff City SSA	386,718	1,007,933	38.37%	55.39%	0	1,107,575	0.00%	96.83%
59 & Lake TIF	0	133,000	0.00%	0.00%	29,871	133,000	22.46%	56.90%
Bluff City Municipal TIF	35,509	31,600	112.37%	98.77%	0	57,000	0.00%	0.00%
Bluff City Project TIF	550,494	1,944,000	28.32%	58.37%	549,669	1,940,000	28.33%	58.28%
Brewster Creek Municipal TIF	849,866	790,000	107.58%	105.75%	490,658	1,154,681	42.49%	39.27%
Brewster Creek Project TIF	9,150,312	7,007,000	130.59%	79.59%	9,351,312	7,011,360	133.37%	79.65%
Water	10,848,912	12,231,000	88.70%	92.69%	9,285,272	12,976,391	71.56%	68.56%
Sewer	5,358,346	10,635,000	50.38%	117.02%	5,807,363	10,535,479	55.12%	30.95%
Parking	15,628	231,400	6.75%	80.43%	128,459	261,768	49.07%	85.24%
Golf	1,510,832	2,314,158	65.29%	81.74%	1,619,703	2,293,619	70.62%	84.51%
Central Services	1,151,598	1,384,763	83.16%	83.72%	940,103	1,325,425	70.93%	66.88%
Vehicle Replacement	537,458	653,770	82.21%	81.15%	350,922	466,350	75.25%	66.10%
Police Pension	11,003,087	5,370,926	204.86%	79.34%	2,087,767	5,370,926	38.87%	37.50%
Subtotal	79,805,681	73,483,814	108.60%	95.66%	66,806,254	76,549,981	87.27%	72.39%
Less Interfund Transfers	(3,431,683)	(4,297,209)	79.86%	80.33%	(3,431,683)	(4,297,209)	79.86%	80.33%
Total	76,373,998	69,186,605	110.39%	96.54%	63,374,571	72,252,772	87.71%	71.96%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2020/21 as of February 28, 2021

Fund	Actual	Current Year Budget	Percent	Prior YTD %
Property Taxes	9,355,424	11,271,814	83.00%	83.48%
Sales Taxes (General Fund)	2,048,808	2,575,000	79.57%	86.35%
Income Taxes	3,898,000	4,325,000	90.13%	90.44%
Telecommunications Tax	430,134	550,000	78.21%	70.25%
Home Rule Sales Tax	1,405,882	1,990,000	70.65%	83.31%
Real Estate Transfer Tax	1,132,328	800,000	141.54%	97.88%
Use Tax	1,502,449	1,460,000	102.91%	87.22%
Building Permits	604,099	600,000	100.68%	95.96%
MFT	1,321,951	1,715,000	77.08%	114.36%
Water Charges	10,496,838	12,000,000	87.47%	81.07%
Sewer Charges	5,263,033	7,205,000	73.05%	82.96%
Interest Income	176,143	429,500	41.01%	134.99%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2020/21 as of February 28, 2021

Fund	Actual	Current Year		Percent
		Budget	Percent	
Golf Program				
Revenues	1,249,132	1,280,158		97.58%
Expenses	1,004,018	1,272,069		78.93%
Net Income	245,113	8,089		3030.21%
F&B - Restaurant				
Revenues	88,576	158,000		56.06%
Expenses	266,697	317,126		84.10%
Net Income	(178,122)	(159,126)		111.94%
F&B - Banquet				
Revenues	54,424	757,000		7.19%
Expenses	297,520	643,124		46.26%
Net Income	(243,097)	113,876		-213.47%
F&B - Midway				
Revenues	118,701	119,000		99.75%
Expenses	51,468	61,300		83.96%
Net Income	67,233	57,700		116.52%
Golf Fund Total				
Revenues	1,510,832	2,314,158		65.29%
Expenses	1,619,703	2,293,619		70.62%
Net Income	(108,872)	20,539		-530.07%

Sales Taxes

Month	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21
May	126,506	137,931	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850
June	164,604	168,284	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798
July	165,519	175,701	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797
August	177,919	191,865	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005
September	187,893	190,899	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289
October	177,758	180,797	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535
November	161,152	179,526	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764
December	164,341	165,188	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916
January	167,926	181,865	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079
February	157,086	161,047	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411
March	177,777	168,154	210,506	187,865	194,219	190,934	196,530	181,590	203,051	
April	152,124	147,189	151,678	141,054	149,630	167,837	180,413	170,866	193,930	
Total	1,980,605	2,048,447	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,054,444
% increase	2%	3%	2%	0%	6%	6%	4%	-2%	5%	7%
Budget	1,950,000	1,975,000	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000

VENDOR WARRANT DETAIL

BARTLETT VILLAGE TREASURER

[RETURN HOME](#) [VENDOR SUMMARY](#) [CONTRACT SEARCH](#) [PAYMENTS SEARCH](#) [PAYMENTS ISSUED](#) [PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

[Return Back](#)

Warrant/EFT#: EF 0020679

Fiscal Year: 2021 Issue Date: 02/04/21

Warrant Total: \$199,410.76 Warrant Status:

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1842127	1A1842127	\$199,410.76

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$199,410.76	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 02/03/2021
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: NOV. 2020 COLL MO: DEC. 2020 VCHR MO: FEB. 2021
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX



Municipality Report

Bartlett

March 2, 2021

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR FEBRUARY, 2021

Beginning Unobligated Balance		\$5,527,251.81
Motor Fuel Tax Fund Allotment	\$62,120.69	
MFT Transportation Renewal Fund Allotment	\$50,484.39	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$112,605.08
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$5,639,856.89

PROCESSED TRANSACTIONS:

A Proclamation Recognizing Police Officer Jean “Gina” Walsh upon her Retirement from the Village of Bartlett

WHEREAS, Officer Gina Walsh joined the Bartlett Police Department as a community service officer in 1990 and became a sworn officer in 2001 when there was only one other female officer in the department; and

WHEREAS, during her nearly 31 years with the department, Walsh, who is half Korean, has gladly witnessed an increased number of minorities joining law enforcement and is proud to be retiring from a department where women make up 22% of Bartlett’s police force today; and

WHEREAS, with officer Walsh’s retirement, the Bartlett Police Department is not only losing its longest serving member out of 80 sworn and civilian employees but also someone who has consistently brought pride and distinction to the entire village; and

WHEREAS, during her years of service, Gina has served in capacities such as Court Liaison, Property Control Custodian, Evidence Technician, Bike Patrol Officer, Juvenile Officer, Elderly Services Officer, and Honor Guard member; and

WHEREAS, in her role throughout the years as a Crossing Guard Trainer, Gina has been both directly and indirectly responsible for the safety and welfare of our community’s youth by training dozens of Crossing Guards who have gone on to safely and successfully assist children in their daily journeys to-and-from school during the scholastic year; and

WHEREAS, during part of her tenure, Walsh was the school resource officer at Eastview Middle School where she helped establish a Service-Over-Self program that taught students the value of volunteering and working together to make a difference in people’s lives and she also taught Project Alert at the middle school, which is designed to educate 7th and 8th graders how to make good decisions regarding bullying, alcohol and drugs; and

WHEREAS, Gina’s steadfast commitment to these programs, her passion for serving as a mentor and role model for students and her unwavering belief in the importance of building positive police interactions with the community earned her DuPage County’s 2017 Juvenile Officer of the Year Award and the Bartlett Police Department’s Spirit Award the same year;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Bartlett Police Department’s Gina Walsh for her three plus decades of service. We are proud to have had you as a police officer in the Village of Bartlett and we wish you a retirement filled with good health and much happiness.

Dated this 20th Day of April 2021



Kevin Wallace, Village President

ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby proclaim April 30, 2021 as Arbor Day in the Village of Bartlett, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 20th day of April 2021



Kevin Wallace, Village President



Proclamation

Building Safety Month — May, 2021

Whereas, The Village of Bartlett is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved is achieved through the devotion of the building safety and fire prevention officials, architects engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year round to ensure the safe construction of buildings, and;

Whereas, our nation benefits economically and technologically from using the International Codes that are developed by national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost of complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world:

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety-our local code officials-who assure us of safe, sustainable, energy efficient and livable buildings that are essential to America's prosperity, and;

Whereas, "Prevent, Prepare, Protect. Building Codes Save," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, energy conservation; water safety; training the next generation; and new technologies in the construction industry.

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim the month of May 2021 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated this 20th day of April, 2021



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name Second Amendment to Real Estate Sale and
Purchase Agreement for Site E Committee
or Board Board

BUDGET IMPACT

Amount:	\$350,000: \$400,000 selling price with a \$50,000 credit	Budgeted	N/A
List what fund	N/A		

EXECUTIVE SUMMARY

Staff has continued working diligently with Mr. Rafidia of MMAJ, LLC, in the sale of the village-owned 1.87-acre parcel at the southwest corner of Railroad Avenue and Berteau commonly referred to as Opportunity Site E as referenced in the Downtown TOD Plan.

As the developer has continued making amendments and addressing staff review comments, the initial due diligence period has reached its end. Thus, the attached Ordinance Approving the Second Amendment to the contract between the village and MMAJ, LLC is attached, providing an additional three months for Mr. Rafidia to continue proceeding diligently to address those comments and proceed through the public hearing process.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Ordinance, Second Amendment to Contract

ACTION REQUESTED

- Ordinance - I Move to Approve Ordinance No. 2021 - ____ AN ORDINANCE APPROVING THE SECOND AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC

Staff: Tony Fradin, Economic Dev Coordinator

Date: April 14, 2021

ECONOMIC DEVELOPMENT MEMORANDUM

DATE: April 14, 2021
TO: Paula Schumacher, Village Administrator
FROM: Tony Fradin, Economic Development Coordinator *TF*
RE: Second Amendment to Real Estate Sale and Purchase of Site E

BACKGROUND:

In the Village Board's continuing efforts to implement the Downtown TOD Plan and sell Village-owned property commonly referred to as Opportunity Site E, a 1.87-acre parcel at the southwest corner of Railroad Avenue and Berteau, it has provided direction to staff over the past year and a half in its ongoing negotiations with developer Manny Rafidia who has acquired and dramatically improved the former Bartlett Plaza shopping center to Streets of Bartlett.

This Agreement is between the Village and MMAJ, LLC, which is Mr. Rafidia's property holding company.

His intention is to build a five-story modern high-end apartment building with one hundred and four (104) market rate units.

Mr. Rafidia continues his due diligence in pursuing development of this site, and is requesting an extension of the Feasibility Approval Period from April 15, 2021, as stipulated by Ordinance 2021-08, for a period of three additional months until July 15, 2021.

As the attached Ordinance indicates, this gives MMAJ time to revise the plans based on staff review comments as well as providing additional months to go through the public hearing process.

ACTION REQUESTED:

That Mayor Wallace and the Village Board approve the attached Ordinance Approving the Second Amendment to Real Estate Sale and Purchase Agreement Between the Village of Bartlett and MMAJ, LLC.

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING THE SECOND AMENDMENT
TO REAL ESTATE SALE AND PURCHASE AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND MMAJ, LLC**

WHEREAS, the Village of Bartlett as the Seller, and MMAJ, LLC as the Buyer, entered a certain Real Estate Sale and Purchase Agreement dated as of May 5, 2020, (the "Agreement") for the sale and purchase of certain vacant real property (the "Property") described in the Agreement; and

WHEREAS, because the Property being sold by the Seller is owned by an Illinois municipal corporation, the Agreement was approved by an ordinance approved by not less than 3/4 of its corporate authorities, to wit:

Ordinance 2020-42, "AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF BARTLETT WHICH IS NO LONGER NECESSARY, APPROPRIATE, REQUIRED FOR THE USE OF, PROFITABLE TO THE VILLAGE, OR FOR THE BEST INTEREST OF THE VILLAGE, AND APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MMAJ, LLC, AND A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHWEST CORNER OF E. RAILROAD AVE. & S. BERTEAU AVE., BARTLETT, ILLINOIS"

(hereinafter referred to as "Ordinance 2020-42"); and

WHEREAS, the law similarly requires any amendment to such contracts, including the Contract herein, to be approved by ordinance; and

WHEREAS, on January 19, 2021, 3/4 of the Village's corporate authorities passed Ordinance 2021-08, "An Ordinance Approving the First Amendment to Real Estate Sale and Purchase Agreement Between the Village of Bartlett and MMAJ, LLC" thereby extending the Feasibility Approval Period in the Agreement until April 15, 2021 (hereinafter referred to as "Ordinance 2021-08"); and

WHEREAS, the Buyer is proceeding diligently with the preparation and submission of plans for an apartment development project for the Property that it keeps revising based on Village staff review comments, but is not yet prepared to submit its final zoning application and plans for the project, and reasonably expects that it will take several months before the public hearing process is completed, and Buyer therefor requests a further extension of the Second Extension Period of the Feasibility Approval Period until July 15, 2021, as those terms are defined in the Contract, which extension request the Village is willing to grant;

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: The Second Amendment to Real Estate Sale and Purchase Agreement appended hereto and expressly made a part hereof is hereby approved retroactive to April 15, 2021, extending the Second Extension of the Feasibility Period to July 15, 2021.

SECTION TWO: The Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the said Second Amendment to Real Estate Sale and Purchase Agreement.

SECTION THREE: SEVERABILITY. The various 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 FOUR: REPEAL OF PRIOR ORDINANCES. 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 Ordinance shall be in full force and effect upon passage and approval; however, it shall be effective retroactively as of April 15, 2021.

ROLL CALL VOTE:

AYES:
NAYS:
ABSENT:

PASSED:
APPROVED:

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 _____, 2021, and approved on _____, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

SECOND AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO REAL ESTATE SALE AND PURCHASE AGREEMENT (this "**Second Amendment**") is made as of April 15, 2021, between **VILLAGE OF BARTLETT**, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (hereinafter referred to as "**Seller**") and **MMAJ, LLC**, an Illinois limited liability company (hereinafter referred to as "**Buyer**"). Seller and Purchaser are sometimes referred to herein as the "**Parties**".

RECITALS

WHEREAS, the Parties entered into that certain Real Estate Sale and Purchase Agreement dated as of May 5, 2020 and that certain First Amendment to Real Estate Sale and Purchase Agreement dated January 19, 2021 (collectively, the "**Agreement**"), pursuant to the terms of which Seller agreed to sell and Purchaser agreed to purchase the property described in the Agreement; and

WHEREAS, Seller and Buyer now desire to amend the Agreement upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of ten (\$10.00) dollars and the mutual covenants and agreements hereinafter set forth, and intending to be legally bound hereby, Seller and Purchaser hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above in this Second Amendment are hereby incorporated by reference as if set forth in full in this Paragraph 1.

2. Extension of the Second Extension Period of the Feasibility Approval Period. The Second Extension Period of the Feasibility Approval Period is hereby extended to July 15, 2021.

3. The Property. The Property being acquired by Buyer shall not include that portion of Lot 12 described as follows:

THAT PART OF LOT 12 IN BARTLETT TOWN CENTER SUBDIVISION PERDOC. NO. 0328310201, BEING DESCRIBED AS FOLLOWS, BEGINNING AT POINT ON THE SOUTHERLY LINE OF EAST RAILROAD AVENUE SAID POINT BEING 22 FEET EASTERLY OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH WESTERLY ALONG A LINE 14 FEET TO A POINT 13.63 FEET EASTERLY OF THE WEST LINE OF SAID LOT 12; THENCE SOUTHERLY ALONG A STRAIGHT LINE 83.48 FEET TO SAID WEST LINE OF LOT 12; THENCE NORTHERLY ALONG SAID WEST LINE 97.28 FEET TO THE NORTHWEST CORNER OF LOT 12; THENCE EASTERLY ALONG SAID SOUTHLINE OF EAST RAILROAD AVENUE TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

4. Counterparts; Facsimiles. This Second Amendment may be executed by the Parties in any number of separate counterparts, all of which, when delivered, shall together

constitute one and the same Second Amendment. Facsimile, electronic or scanned signatures shall be considered original signatures.

5. Ratification of Agreement; Capitalized Terms. Except as otherwise modified by this Second Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date and year first above written.

BUYER:

MMAJ, LLC

By: _____
Manny Rafidia, Manager

SELLER:

Village of Bartlett

By: _____
Kevin Wallace, Village President

Attest:

Lorna Giles, Village Clerk

Village of Bartlett
Finance Department Memo
2021 - 03

DATE: April 12, 2021
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Reservation of 2021 IRB Volume Cap

Attached is an ordinance reserving the village's 2021 Industrial Revenue Bond (IRB) volume cap. The village has the ability to pledge its tax exempt authority so a business may issue debt/bonds to finance projects on a tax exempt basis. IRB's are structured so that the village has no liability for re-payment of the bonds. Volume cap must be allocated by April 30th or it reverts to the state and there is no possibility of the village transferring or for granting its allocation to a local project.

The last time the village used its volume cap was in 2017 when the village transferred all of its volume cap to the Illinois Finance Authority (IFA) in support of Muirfield West LLC (Camcraft, Inc. and Matrix Design, LLC Project) and an Industrial Revenue Bond issuance to finance the construction and equipping of a new manufacturing facility in the Brewster Creek Business Park.

While there is no guarantee that the cap will be used, the attached ordinance will allow us to reserve our allocation for the remainder of the year.

MOTION: I move to approve Ordinance 2021-_____, an ordinance reserving 2021 Volume Cap for private activity bond issues and related matters.

ORDINANCE 2021-

AN ORDINANCE RESERVING 2021 VOLUME CAP FOR PRIVATE ACTIVITY BOND ISSUES AND RELATED MATTERS

WHEREAS, the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, according to an official Bureau of the Census population estimate set forth in the State of Illinois Allocation of Bonding Authority in Accordance with the Tax Reform Act of 1986 and the Guidelines and Procedures for the Allocation of Private Activity Bonding Authority in Accordance with the Tax Reform Act of 1986 and 30 ILCS 345 of the Office of the Governor, effective January 1, 2021 (the "*Guidelines and Procedures*"), the most recent census estimate of resident population of the Municipality is 40,647, providing the Municipality with a volume cap of \$4,471,170 for the year 2021; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that such volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 2004*, 345/1 *et seq.*, (the "*Act*"), as supplemented and amended, and the Guidelines and Procedures, provide that a home rule unit of government may reserve its allocation of volume cap or may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve its entire volume cap allocation for calendar year 2021 to be applied toward the issuance of private activity bonds, or to transfer such volume cap allocation, as permitted by this Ordinance;

NOW, THEREFORE, BE IT AND IT IS HEREBY ORDAINED, the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, in the exercise of its home rule powers, as follows:

SECTION ONE: That, pursuant to the power and authority granted by and under Section 6 of Article VII of the 1970 Constitution of the State of Illinois, Section 146 of the Code, the Act and the Guidelines and Procedures, the Municipality hereby reserves volume cap in the principal amount of \$4,471,170, which is all of the volume cap of the Municipality for the year 2021. Such volume cap shall be applied toward the issuance of private activity bonds or shall be transferred as directed by the President or any other proper officer or employee of the Municipality without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of such bonds; provided, that any transfer

of volume cap shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

SECTION 2. That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 3. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 4. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 20, 2021

APPROVED: April 20, 2021

Kevin Wallace, Village President
Village of Bartlett, Cook, DuPage and Kane
Counties, Illinois

Recorded in the Municipality Records on April 20, 2021
Published in pamphlet form on April 20, 2021

Lorna Gilles, Village Clerk
Village of Bartlett, Cook, DuPage and Kane Counties, Illinois

CERTIFICATION

I, Lorna Giles, 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- , enacted on April 20, 2021 and approved on April 20, 2021 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Brush Collection Discussion**
Date: March 9, 2021

At the March 2, 2021 Village Board meeting, staff was instructed to look at different options for brush pickup. At the March 16th meeting, staff went over various options with cost estimates regarding brush pickup. The Village Board decided to have Groot perform their weekly brush pickups, as per their current waste hauler contract, and have two (2) brush collections performed by a contractor annually; once in the summer and once in the fall.

Due to the original contract being declined for award by the Village Board, Staff sent out a Notice to Bidders in the Daily Herald on March 27, with bids to be returned on April 8th at 10 am. Two (2) bids were returned and prices ranged \$89,392.80 - \$217,948.16. Trees "R" Us, Inc. was the low bidder once again. A bid tab is attached for review. If awarded, Trees R Us will conduct their brush collection once in June and once in October. Each collection will take approximately two (2) weeks. This is a five-year contract that is renewed annually with the contractor.

RECOMMENDATION

Staff recommends awarding the semi-annual brush collection services to Trees "R" Us, Inc.

MOTION

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



VILLAGE OF BARTLETT

Semi-Annual Bartlett Brush Collection Services

BID TABULATION

April 8, 2021

Item No.	Items	Trees "R" Us, Inc. P.O. Box 6014 Wauconda, IL 60084	Kramer Tree Specialists, Inc. 300 Charles Court West Chicago, IL 60185
		Total	Total
1	Brush Collection Semi-Annual Service	\$89,392.80	\$217,948.16
2	5-Year Contract Service	\$446,964.00	\$1,089,740.80

RESOLUTION 2021 - _____

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE SEMI-ANNUAL
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 Semi-Annual Brush Collection Services in the Village of Bartlett, dated April 20, 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: April 20, 2021

APPROVED: April 20, 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 April 20, 2021, and approved on April 20, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

**BARTLETT SEMI-ANNUAL BRUSH
COLLECTION SERVICE AGREEMENT**

This Bartlett Semi-Annual Brush Collection Service Agreement (the "Agreement") is entered as of this 20th day of April, 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 Bartlett Semi-Annual 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 Semi-Annual Brush Collection Services in accordance with the terms, conditions and specifications, special provisions and maps 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 June and October throughout the Term and any Extended Term, 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 Semi-Annual 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) General Conditions of the Contract, (h) Part III – Failed Performance Specifications, (i) Part IV Bartlett Map; (j) Addendum No. 1; and (k) the Contractor's Bid Proposal and Documents, which documents are expressly incorporated herein by reference 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 other 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 as determined by the Village 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, is 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 semi-annual invoice for the Service Work equal to one-half (1/2) of the annual cost based on (1) the Price per Collection per Dwelling of \$ 4.20 x (2) Quantity per Year for an Annual Dwelling Unit Price of \$ 8.40 x the Number of Units (initially 10,642 units) for an Initial Annual Price of \$ 89,392.80 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 semi-annual invoices to the Village throughout the Initial Term and for each Extension Term in the event the Contract is extended, for the Service Work for the brush pick up service provided In June and October of each year during the Initial Term or any Extension of the Extended Term. It shall be a condition precedent to the Village obligation to make a semi-annual payment that the Contractor shall have submitted to the Village, on or before the fifteenth day of the month in which the Contractor is applying for a payment for the preceding Service Work performed, an invoice and a detailed list of the actual Number of Units and addresses served.

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 brush pick up service invoiced in strict compliance with the terms and conditions herein, and in the other Contract Documents. The Village shall deduct from the payment due each semi-annual period during the Initial 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, and pay any amount deducted within 30 days after verification that any incomplete Service Work has been completed and/or any deficient Service Work has been corrected.

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, 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 extension of the 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, except for remedies Contractor may be entitled to under the Prompt Payment Act (50 ILCS 505/).

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/) 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: April 20, 2021

Dated: April 20, 2021

VILLAGE OF BARTLETT

TREES "R" US, INC
[NAME OF CONTRACTOR]

By: _____
Kevin Wallace, Village President

By: [Signature]
Title: PRESIDENT

Attest:

Attest:

Lorna Giless, Village Clerk

[Signature]
Title: SECRETARY

BID PROPOSAL

VILLAGE OF BARTLETT

PROJECT: Semi-Annual Brush Collection Services

NAME OF BIDDER: TREES "R" US, INC

BUSINESS ADDRESS: P.O. Box 6014, WAUCONDA, IL 60084

TELEPHONE NUMBER: (847) 913-9069

EMAIL: nick@treesrusinc.com

TO: Dan Dinges, Director of Public Works
Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103

The proposal from the Contractor shall consist of the submission of the completed Contract Documents and supplemental addendums as received from the Owner. The bid shall be made on the BID PROPOSAL, BID SCHEDULE, BID CONDITIONS, BID FORM, AND SIGNED BARTLETT SEMI-ANNUAL BRUSH COLLECTION SERVICE AGREEMENT (with its name inserted as the "Contractor") on the first and last page thereof, and its bid price inserted in Section 3 of said Agreement, provided as part of these Bidding Documents and shall be accompanied by a bid guarantee in the form of a Certified or Cashier's check from a responsible solvent bank or Bid Bond made payable to the **Village of Bartlett** in the amount of five percent (5%) of the bid amount, unless Bidder previously submitted a bid bond or other bid guaranty with its prior bid for weekly brush pick up and the Bidder directs the Village to retain and apply said bid security for this Project. The amount of the bid guarantee shall be forfeited to the Owner if the Bidder neglects or refuses to enter into a Contract or to furnish performance security after the bid has been accepted.

The undersigned, as Bidder, declares that the only person or parties interested in this Bid, as principals, are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed work, the proposed forms, and the Contract Specifications for the above signed work, all of which are on file in the Village of Bartlett's Public Works Department and all other documents referred to or mentioned in the Contract Documents and Specifications.

The undersigned Bidder agrees that if this Bid is accepted, the Bidder will contract with the Owner, in the form of the Bartlett Semi-Annual Brush Collection Service Agreement included in the Bid Documents prepared by the Village of Bartlett, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services, necessary to do all the work and furnish all the materials and

equipment specified or referred to in the Contract Documents in the manner and time therein prescribed, and according to the requirements of the Owner as set forth therein. The undersigned Bidder further agrees that if this bid is accepted, to furnish the Contractor's bonds and insurance specified in the General Conditions, and to do all other things required of if the Contractor by the Contract Documents, and that he will take, in full payment therefor, the sum set forth in the following Bid Schedule.

BID SCHEDULE

SEMI-ANNUAL BRUSH COLLECTION SERVICES

The Bidder shall include in the following schedule, all labor, materials, removal, freight, cartage, overhead, profit, insurance, etc. to provide the complete project in accordance with the Contract Documents. The bidder must provide a price per dwelling unit, extending the price for annual dwelling unit price, extended pricing including 10,561 single family homes and 81 multifamily homes (for a total of 10,642 dwelling units), and extended pricing for the total 5-year program providing Brush Collection Services to every single-family dwelling unit. Bidder will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose proposal best meets the requirements of these bid documents. It is understood that the bidder awarded the semi-annual brush pick up contract (the "Contractor") will be required to perform and complete the proposed work in a thorough and professional manner. The renewable contract for Semi-Annual Brush Collection Services shall have a term of one year from the effective date, provided, however, at the end of the first-year term, and again at the end of the second-year term, the third-term, the fourth term, and the fifth term, the contract shall automatically extend for another one-year term unless either party notifies the other in writing of its decision not to extend the contract no later than sixty days prior to the contract is due to automatically terminate.

The bidder shall include time and material per hour prices for emergency work from a severe storm such as a microburst or tornado.

SEMI-ANNUAL BRUSH COLLECTION SERVICES FIVE-YEAR PROGRAM

VILLAGE OF BARTLETT							
	A	B	C	D	E	F	G
Item	Price per Collection per Dwelling	Quantity per Year	Annual Dwelling Unit Price (AxB)	Number of Units	Total Annual Price (Cx D)	Contract Term	Extended Total (ExF)
Brush Collection	\$ 4.20	2	\$ 8.40	10,642	\$ 89,392. ⁸⁰	1 Renewable up to 5	\$ 89,392. ⁸⁰

EMERGENCY BRUSH PICK-UP LABOR & EQUIPMENT RATES

This section is only applicable to extra, emergency brush pick-up authorized by the Village of Bartlett in writing. In the event of a major storm where a large-scale, additional brush pick-up is deemed warranted. The Contractor may be requested by the Village to assist in collecting brush piles that have accumulated due to storm damage. The bidder shall fill in all categories applicable to their operation on a per hour basis.

Labor/Equipment	Price Per Hour or Cubic Yard
Foreman (Equipment Operator)	\$ <u>95.00</u> Per Hour
Laborer (Grounds Man)	\$ <u>95.00</u> Per Hour
Driver (Transfer Truck if Applicable)	\$ <u>95.00</u> Per Hour
Grapple Loader (If Applicable)	\$ <u>275.00</u> Per Hour
Transfer Truck (If Applicable)	\$ <u>175.00</u> Per Hour
Chipper and Truck (If Applicable)	\$ <u>150.00</u> Per Hour
Disposal of Brush or Chips	\$ <u>15.00</u> Per Cubic Yard

BID CONDITIONS

It is expressly understood and agreed that the foregoing Total Bid amount is the basis for establishing the amount of the bid security on this bid for the **Semi-Annual Brush Collection Services**. The undersigned has carefully checked the above Bidding Schedule against the Specifications and other Contract Documents before preparing this bid and accepts the said quantities to be substantially correct, both as to classification and amount, and in accordance with the Specifications and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to Contract as aforesaid and to give the Performance Security required by the General Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within five calendar (5) days after the date of the award of the Contract, and thereupon the proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Owner as liquidated damages.

The undersigned agrees to complete all Service Work, as defined in the Contract Documents. If the Contractor shall fail to complete the work within the contract time, or within any extension of time granted by the Village, then the Contractor shall pay the Owner five hundred dollars (\$500.00) for liquidated damages for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

PROPOSAL SIGNATURE

1. **CORPORATION:**

The Bidder is a corporation organized and existing under the laws of the State of ILLINOIS, which operates under the legal name of

Corporate Name: TREES "R" US, INC

Business Address: PO BOX 6014
WAUCONDA, IL 60084

Telephone Number: 847-913-9069

and the full name of its officers are as follows:

President: JENNI WILLIS

Secretary: NICK WILLIS

Treasurer: JENNI WILLIS

Manager: NICK WILLIS

The signatory is authorized to sign service proposals and Contracts for the company by action of its Board or Directors taken, a certified copy, which is available upon request.

Signed By: 
Title: PRESIDENT

Date: 4/2/21

Attest: 
Secretary

3. **INDIVIDUAL:**

The Bidder is an individual whose full name is:

Name: _____

and if operating under a trade name, said trade name is as follows:

Trade Name: _____

Business Address: _____

Telephone Number: _____

Signed By: _____

Date: _____

Title:

MUNICIPAL REFERENCES

[NOTE: Not required if Bidder submitted with prior bid proposal to perform weekly brush pick up.]
General Information, list below current business references for whom you have performed work similar to that required by this proposal. Municipal references must be for work performed in the last five years.

Facility: SUBMITTED WITH PRIOR PROPOSAL
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____ Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____ Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____ Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____ Dates of Service: _____

Facility: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____ Dates of Service: _____

CONTRACTOR'S INFORMATION FORM

The contractor is required to provide a statement of experience. The information provided herein is in conjunction with the CONTRACTOR'S proposal for Brush Removal.

CONTRACTOR: TREES "R" US, INC

ADDRESS: P.O. Box 6014

CITY, STATE, ZIP CODE: WAUCONDA, IL 60084

CONTACT NAME / TITLE: BILL THOMPSON - LOGISTICS MGR

TELEPHONE AND EMAIL: 847-913-9069 bill@treesrusinc.com

1. EQUIPMENT / FACILITIES

[Note: The following information is not required if Bidder previously responded and submitted with its prior bid proposal to perform weekly brush pick up.]

A. Is your repair and storage yard facility at the above address?

YES NO

SUBMITTED WITH
PREVIOUS BID

B. If not, state the address of your yard and facilities:

C. Provide a complete list of presently owned or leased equipment now in use that would be dedicated to this project if awarded contract:

D. If your company is the successful contractor for this program, list the additional equipment you would purchase or lease to execute the Contract:

E. Provide a complete list of positions that would be dedicated to this project if awarded contract, i.e. foreman, operator, driver:

F. If your company is the successful contractor for this program, list the additional number of staff needed to provide the brush collection per the specifications:

G. Does your facility have a certified processing site? If not, where do you plan to take your debris?



Agenda Item Executive Summary

Item Name Sanitary Sewer Manhole Rehab Contract Award Committee or Board Board

BUDGET IMPACT

Amount:	\$76,490	Budgeted	\$800,000
List what fund	Sewer (SSES)		

EXECUTIVE SUMMARY

On March 24, 2021 a Notice to Bidders was published in the Examiner and the village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This project consists of the rehabilitation of 35 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 7, 2021 at 10:00 AM., Three (3) bid packets were returned. The estimate for the project was \$90,000. Bids ranged from \$76,490 - \$188,700, with Archon Construction as the low bidder. Archon Construction has a long history of performing similar work This contract also provides a potential extension with the contractor up to two (2) years.

Attached is a bid tally sheet for your review. There is a budget of \$800,000 in the 2021/22 Capital Budget for this and other corresponding projects.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Archon Construction Co. Inc, of Addison, IL.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Contract

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARCHON CONSTRUCTION CO. INC.**

Staff: Dan Dinges, Director of Public Works

Date: 4/12/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Sanitary Sewer Manhole Rehab Contract Award**
Date: April 12, 2021

On March 24, 2021 a Notice to Bidders was published in the Examiner and the village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This project consists of the rehabilitation of 35 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 7, 2021 at 10:00 AM., Three (3) bid packets were returned. The engineer's estimate for the project was \$90,000. Bids ranged from \$76,490 - \$188,700, with Archon Construction as the low bidder. Archon Construction has a long history of performing similar work

Attached is a bid tally sheet for your review. There is a budget of \$800,000 in the 2021/22 Capital Budget for this and other corresponding projects.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Archon Construction Co. Inc, of Addison, IL.

MOTION

I MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARCHON CONSTRUCTION CO. INC.



VILLAGE OF BARTLETT

Sanitary Manhole Rehabilitation Project

BID TABULATION

April 7th, 2021

Item No.	Items	Unit	Quantity	ARCHON CONSTRUCTION CO. 563 S ROHLWING RD ADDISON, IL 60101		DUKE'S ROOT CONTROL, INC. 72 EAST ST CRYSTAL LAKE, IL 60014		NATIONAL POWER RODDING 2500 W ARTHINGTON ST CHICAGO, IL 60612	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	282	\$180.00	\$50,760.00	\$231.00	\$65,142.00	\$450.00	\$126,900.00
2	Root Treatment	EA	6	\$1,240.00	\$7,440.00	\$375.00	\$2,250.00	\$800.00	\$4,800.00
3	Replace-Bench/Channel	EA	0		\$0.00		\$0.00		\$0.00
4	Repair Bench/Channel	EA	2	\$412.00	\$824.00	\$650.00	\$1,300.00	\$3,000.00	\$6,000.00
5	Internal-Chimney-Seal	EA	5		\$0.00		\$0.00		\$0.00
6	External-Chimney-Seal	EA	2		\$0.00		\$0.00		\$0.00
7	Grout and Wipe Joints	EA	13	\$453.00	\$5,889.00	\$1,275.00	\$16,575.00	\$1,500.00	\$19,500.00
8	Curtain Grout	EA	12	\$860.00	\$10,320.00	\$1,275.00	\$15,300.00	\$2,000.00	\$24,000.00
9	Install-Drop	EA	0		\$0.00		\$0.00		\$0.00
10	Post Rehab Vacuum Testing	EA	3	\$419.00	\$1,257.00	\$250.00	\$750.00	\$2,500.00	\$7,500.00
	AS READ TOTAL			\$76,490.00		\$101,317.00		\$188,700.00	
	TOTAL				\$76,490.00		\$101,317.00		\$188,700.00

RESOLUTION 2021 - ___ - R

**A RESOLUTION APPROVING THE CONTRACT FOR SANITARY SEWER
REHABILITATION BETWEEN THE VILLAGE OF BARTLETT AND ARCHON
CONSTRUCTION CO. 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 agreement between the Village of Bartlett and Archon Construction Co. Inc. dated April 20, 2021 (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 is hereby authorized and directed to sign the Amendment to 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 its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED **April 20, 2021**

APPROVED **April 20, 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 April 20, 2021, and approved on April 20, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**CONTRACT BETWEEN
VILLAGE OF BARTLETT**

AND

ARCHON CONSTRUCTION CO., INC.

FOR THE CONSTRUCTION OF

SANITARY MANHOLE REHABILITATION PROJECT

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- CONTRACTOR'S CERTIFICATION**
- ATTACHMENT A - Supplemental Schedule of Contract Terms**
- ATTACHMENT A1- Schedule of Contract Prices**
- ATTACHMENT B - Specifications**
- ATTACHMENT C - List of Drawings**
- ATTACHMENT D – Special Project Requirements**

In consideration of the mutual promises set forth below, the VILLAGE OF BARTLETT, 228 S. Main Street, Bartlett, Illinois, 60103, a municipal corporation ("**Owner**"), and

Contractor Name: _____

Contractor's Address: _____

(Contractor)

Telephone No _____

make this Contract as of the 20th day of April, 2021, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in paragraph 4.1 of this Contract and as set forth in Attachment A to this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time." The Contract may also be renewed for two (2) additional one-year terms based on agreement between the Contractor and Owner.

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, is 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.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("**Required Submittals**"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. All Required Submittals, except drawings, shall be prepared and submitted to the Owner on 8-1/2 inch by 11-inch paper. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor. See **Attachment D** for further details.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error,

omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

Delays and inconveniences to the CONTRACTOR caused by complying with these requirements shall be considered included in the cost of the contract and no additional compensation will be allowed. The CONTRACTOR is to plan his work so at the end of each workday, all barricades will be removed from the roadway during non-working hours, except where required for public safety.

It will be the CONTRACTOR'S responsibility to notify any residents or businesses, at least 24 hours in advance, who will have no or limited driveway access due to work performed by the CONTRACTOR.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work by Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable

effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors' reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

A. Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

B. 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 President and Board of Trustees of the Village of Bartlett (the "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.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

C. 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 President and Board of Trustees of the Village of Bartlett (the "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.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a Performance Bond and a Labor and Material Payment, each in the amount of 100% of the Contract Sum using the forms included in this Bid Package or AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as co-obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all materials used and labor performed for the Project Work, including but not limited to the payment of Prevailing Wages. The cost of the Performance and Payment Bonds shall be included in the Contract Sum.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner and all of its officials, officers, employees and volunteers, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, or any of its subcontractors or anyone employed by any of them, or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence or willful misconduct of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("**Contract Price**"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("**Progress Payments**").

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("**Pay Request**"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be

submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and current partial or final waivers of lien covering all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid, and (c) the other Progress Payment Documents defined in Section 7.A. in Attachment A to this Contract.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner the Final Payment Request Documentation defined in Section 7.D. in Attachment A to the Contract, and a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner determines that all conditions for final payment set forth in the Contract, including, without limitation, the conditions set forth in Section 7 of Attachment A to the Contract, have been satisfied and the Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the

property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or

otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Bartlett Public Works
1150 Bittersweet Drive
Bartlett, IL 60103
Attention: John Pullia

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

ARCHON CONSTRUCTION CO., INC.
562 S. ROUTE 53
ADDISON, IL 60101
(630) 495-0015
Attention: DOMINIC FIORDIROSA

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

C. Liability for Noncompliance. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

D. Required Provisions. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF BARTLETT

By: _____
Lorna Giles, Village Clerk

Kevin Wallace, Village President

ATTEST:

ARCHON CONSTRUCTION CO., INC.

By: _____

By: _____

**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____

Title: _____

**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____ **[EXECUTING OFFICER]**, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 2021.

ATTEST

ARCHON CONSTRUCTION CO., INC.

By: _____

By: _____

INDIVIDUAL

Title: _____

Title: _____

President

Subscribed and Sworn to

My Commission Expires: _____

before me this ____ day of _____, 2021.

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Project can generally be described as the rehabilitation of approximately 46 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction.

2. **Work Site:**

The M-4, E-1 & N-1 Sanitary Sewer Basins in the Village of Bartlett.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations. Those specific to this contract include:

1. Bartlett Business License

4. **Completion Date:**

June 30, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

5. **Insurance Coverage:**

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, 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 by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.

- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: The Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

C. Other Insurance Provisions

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

1. **The Village of Bartlett and 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG

04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

D. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

1. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village Administrator for review

E. 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 Owner.

F. Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.

G. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at

least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. **Contract Price:**

A. See Attachment A-1.

7. **Progress Payments:**

A. **General.** Contractor shall provide monthly invoices to the Owner throughout the Project. It shall be a condition precedent to the Owner's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, not less than seven (7) days prior to the first of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Progress Payment Documents".

1. An itemized Application for Payment for operations and Continuation Sheets using AIA G702 and G703 (or EJCDC equivalent) supported by such data to substantiate the Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Owner. Payments shall be further reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.
2. A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
3. Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project and from all material suppliers that supplied material in connection with the Project covering such period.
4. All of the Progress Payment Documents shall be sworn to and notarized.
5. Such additional documentation and/or information requested by the Owner relative to said payment and/or as otherwise required under the Contract Documents.
6. Certified Payrolls as defined in Section 7.11 of the Contract.
7. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. The Village Engineer will, within ten (10) days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to the Village, or return the Application to Contractor indicating in writing the Village Engineer's reasons for refusing to recommend payment and/or how the Contractor's Progress Payment Documents are deficient. In either case, Contractor may make the necessary corrections and resubmit the Application. Provided the Contractor's Progress Payment Documents are not deficient, ten (10) days after presentation of the Application for Payment to

Owner with the Village Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner may withhold payment of any Applications for Payment until any such deficiency in the Contractor's Progress Payment Documents that it has notified the Contractor of has been satisfied.

C. Value of Work. The Value of the Work shall be determined as follows (when applicable):

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

2. Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

D. Contractor's final Application for Payment documentation shall include the following:

1. Updated final statement, accounting for final changes to the Contract Sum.
2. AIA Document G706 (or EJCDC equivalent), "Contractor's Affidavit of Payment of Debts and Claims".
3. AIA Document G706A (or EJCDC equivalent), "Contractor's Affidavit of Release of Liens".

4. AIA Document G707 (or EJCDC equivalent), "Consent of Surety to Final Payment".
5. General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company, and current final lien waivers from: 1) Contractor; 2) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and 3) all suppliers that furnished materials and/or equipment in connection with the Project.
6. Certified Payrolls as defined in Section 7.11 of the Contract.
7. Such other documents as required in the Contract Documents.

The documents referenced in section 5.4 of the Contract and the documents referenced in subparagraphs 1 through 7, inclusive, of this subsection D are collectively referred to as the "Final Payment Request Documentation".

- E. It shall be a condition precedent to final payment required by the Owner hereunder that the Village Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions of the Contract. The Owner shall deduct from the final payment hereunder amounts as determined from incomplete Work, including but not limited to, 100% of the value of the punchlist work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.
- F. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.
- G. Provided the Owner has complied with its payment requirements as provided herein, in the event the Contractor, the Owner and/or the Village 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 claims. In the event a lawsuit is in fact filed within the statutory period, the Owner, 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 Owner. 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 Owner with an indemnification agreement and an additional mechanic's lien bond in form approved by the Owner issued by a surety company acceptable to the Owner.
- H. It shall also be a condition precedent to any payment hereunder that the Contractor and each of its subcontractors must complete and submit Certified Payrolls to the Owner covering all payouts in strict compliance with the Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) using

forms furnished by the IDOL (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

- I. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A-1
SCHEDULE OF PRICES
VILLAGE OF BARTLETT
Sanitary Manhole Rehabilitation Project
Bid Proposal

Proposal for Contract Document. We hereby agree to furnish to the Village of Bartlett all items required to complete the **Sanitary Manhole Rehabilitation Project** in accordance with provisions, instructions, and specifications of the Village of Bartlett for the prices as follows:

No.	Description	Unit	Quantity	Unit Price	Total Price
1	Geopolymer Manhole Lining	EA VF	22 MH 282'	\$180	\$50,760
2	Root Treatment	EA	6	\$1,240	\$7,440
3	Replace Bench/Channel	EA	0	\$	\$
4	Repair Bench/Channel	EA	2	\$412	\$824
5	Internal Chimney Seal	EA	0	\$	\$
6	External Chimney Seal	EA	0	\$	\$
7	Grout and Wipe Joints	EA	13	\$453	\$5,889
8	Curtain Grout	EA	12	\$860	\$10,320
9	Install Drop	EA	0	\$	\$
10	Post Rehab Vacuum Testing	EA	3	\$419	\$1,257
TOTAL BASE BID:					\$76,490.00

SEVENTY-SIX THOUSAND FOUR HUNDRED NINETY and ZERO Cents
(In Writing)

\$76,490 Dollars and 00 Cents
(In Figures)

ATTACHMENT B

VILLAGE OF BARTLETT

SANITARY MANHOLE REHABILITATION PROJECT TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATION COMPLIANCE REQUIREMENT

The following Special Provisions supplement the "Standard Specification for Road and Bridge Construction", most recent edition; "Supplemental Specifications and Recurring Special Provisions"; the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition; American Water Works Association (AWWA); Village Ordinances; Village's Material List; and the Village of Bartlett's requirements for utility construction, which apply to and govern the proposed improvement project and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Any reference to standards throughout the plans or Special Provisions shall be interpreted as the latest standard of the Illinois Department of Transportation.

DESCRIPTION AND LOCATION OF THE WORK

This project "*Sanitary Manhole Rehabilitation*" consists of rehabilitation of 35 sanitary manholes and related work as further described in the Contract Documents. Locations and the project areas are provided as an exhibit and are included with these specifications. The CONTRACTOR shall perform work at locations shown on the exhibit or as otherwise directed by the OWNER.

PRE-CONSTRUCTION MEETING

The OWNER will hold a pre-construction meeting, which shall be attended by the CONTRACTOR and all other appropriate agencies, utilities, etc. The meeting will be held at a time agreed upon by both the OWNER and the CONTRACTOR.

The CONTRACTOR shall present executed contracts with bonds and insurance prior to or at this meeting. Also, the CONTRACTOR shall provide the names and phone numbers of responsible employees to be contacted off-hours for emergencies and an estimated construction schedule covering all work for the entire project.

SCHEDULE

Before work begins, the CONTRACTOR shall provide a schedule with adequate detail, showing how progress is anticipated in order to meet the completion dates shown in the contract. Work shall not commence on the project until the schedule is approved by the OWNER. An updated schedule shall be submitted anytime the work falls two weeks or more behind.

MATERIAL SUBMITTALS

All materials data sheets are to be submitted to the OWNER and approved before rehabilitation can proceed.

The following list of materials has been approved for use in manhole rehabilitation.

Patching Material. The following are approved for patching material: Quadex Hyperform; or approved equal.

Geopolymer Liner. The following are approved for geopolymer coat: Quadex Geokrete Lining System or approved equal.

Visible Infiltration - Approved materials to stop visible infiltration are the following: Quadex Quad-Plug; or approved equal.

Severe Active Infiltration - Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer.

Grout - Grouting installation shall conform to ASTM F2414-04.

Invert Repair and Patching (Fast return to service) – Hyperform or approved equal.

Invert Repair and Patching (Bypassed or No Flow) – Quad-Flow or approved equal.

Treatment of Exposed Rebar – Ospho or Corroseal Rust Converter

Secondary Corrosion Protection – Conseal ConBlock

Internal Chimney Seal. Sealing Systems, Flex-Seal Utility Sealant or approved equal.

External Chimney Seal. Shall conform to ASTM C923 and shall be Cretex External Classic or an approved equal.

Adjustment Rings. Shall be precast concrete unless rubber rings are specified by the ENGINEER. Concrete adjustment rings of uniform thickness shall be at least two (2) inches thick. The replacement precast grade adjustment shall provide a structural capacity equal to or greater than the existing specified manhole frame, and shall not affect the opening size or surface appearance. Rubber adjustment rings all be at least 1” thick and shall be EJ Infra-Riser or approved equal.

Bitumastic Gasket Material. Shall meet or exceed Federal Specification SS-S-210A. Material shall be EZ-STIK or approved equal.

Submittals. All materials sheets are to be submitted and approved before rehabilitation can proceed.

ITEM 1. GEOPOLYMER MANHOLE SEALING

Manhole sealing shall consist of all necessary measures to internally seal the manhole including a geopolymer wall coating, external or internal grouting, and reconstruction of bench/trough and shall establish structural integrity for the manhole and shall eliminate inflow and infiltration.

This work shall provide for a monolithic fiber-reinforced structural geopolymer spray liner intended to seal the entire manhole structure. The spray liner shall be a complete manhole reconstruction that stops inflow and

infiltration, providing a leak free structure, restoring structural integrity and providing protection against corrosion.

This specification shall govern all work, materials, and equipment required for manhole rehabilitation for the purpose of eliminating infiltration, exfiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity of the manhole as a result of applying a monolithic fiber- reinforced structural geopolymer liner to the adjustment, cone, wall and bench surfaces of brick, block, pre-cast or poured concrete, or other masonry construction material.

Described are procedures for cleaning, preparation, application and testing. The applicator, approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a geopolymer mix to form two coats of a structural monolithic liner, with machinery specially designed for the application. All aspects of the installations shall be in accordance with the manufacturer's recommendation and per the following specifications which includes:

- A. Remove loose and unsound material
- B. Clean area to be sprayed
- C. Eliminate infiltration
- D. Repair and fill voids
- E. Repair and seal bench trough/inverts
- F. Spraying the geopolymer monolithic liner
- G. Apply Secondary Corrosion Protection

A. Remove loose and unsound material:

Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and/or a scraper. Any loose debris on the benches, invert or walls of the manhole shall be removed by means of a scraper and vacuum machine or other approved method as long as it is taken from the manhole and not caused to go into the sewer. Any damaged manhole steps shall be removed prior to cleaning the interior of the manhole. Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.

B. Clean area to be sprayed:

The CONTRACTOR shall clean the interior surfaces of manhole removing all debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. The CONTRACTOR shall then pressure wash (minimum 3,000 psi) the manhole walls to remove loose mortar, concrete, roots, and debris. Heavy grease build-up or unusual conditions may require hydro-blasting or chemical cleaning. Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and or scraper.

C. Eliminate infiltration:

The following are approved for patching material: **Quadex Hyperform**; or approved equal. This quick setting fiber reinforced calcium aluminate corrosion resistant cementitious material, shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	1400 psi @ 6 hrs.
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Bond	ASTM C882	>1600 psi @ 28 days
Shrinkage	ASTM C596	0%
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

Approved materials to stop visible infiltration are the following: **Quadex Quad-Plug**; or approved equal. This rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1000 psi @ 1 hour
Sulfate Resistance	ASTM C267	No wt. loss, 15 cycles @2000 ppm
Freeze/Thaw	ASTM C666, Method A	100 cycles
Pull Out Strength	ASTM C234	14,000 lbs.
Set Time		<1.0 minute

Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer. Grouting installation shall conform to ASTM F2414-04. Grouting shall be performed anywhere where active infiltration cannot be stopped with the cementitious grout. All grouting work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

D. Repair and fill voids:

The CONTRACTOR shall fill any large voids using one of the approved patching materials. Active Leaks shall be stopped using quick-setting, specially formulated mixes, according to manufacturer's recommendations. Some leaks may require weep holes to localize infiltration during the application. After application the weep holes shall be plugged with quick setting material. After repairing and filling voids and preparations are complete, remove all loose material and wash again. Any bench or invert repairs shall be made at this time using the quick-setting patching mix.

E. Repair and seal bench trough/inverts:

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (1/2") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

F. Spraying the Geopolymer monolithic liner:

Liner Material shall be **Geokrete Geopolymer**, or approved equal, made with a geopolymer mortar mix containing significant amounts of amorphous SiO₂ and Al₂O₃ and with microfiber reinforcement. The geopolymer powder shall meet the following acceptable values:

Oxide Content of Geopolymer Powder	Acceptable Values
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Oxides	(% wt.)
SiO ₂	40 – 55 %
Amorphous SiO ₂ (Geopolymer precursor*)	30 – 40 %
Al ₂ O ₃	13 – 30 %
Amorphous Al ₂ O ₃ (Geopolymer precursor*)	10 – 20 %
Total amorphous SiO ₂ + Al ₂ O ₃ (Geopolymer precursor*)	>50%
Total of OPC crystalline phases (% Portland Cement, i.e., C ₃ S, C ₂ S, C ₃ A, C ₄ AF)	<20 %
Total CaO	<25 %
Total Na ₂ O	0.35 – 2.0 %
Oxide Ratios	(ratio)
Amorphous SiO ₂ / Amorphous Al ₂ O ₃ (Ratio)	1-3
Total Na ₂ O / Amorphous Al ₂ O ₃ (Ratio)	0.05 – 1.2

*Geopolymer precursor, SiO₂ and Al₂O₃, shall exclude crystalline forms such as C₃S, C₂S, C₃A, C₄AF, Quartz, etc.

Documentation of these values for the Geopolymer precursor powder composition shall be required prior to acceptance of this bid. Typically, testing is run on the Geopolymer precursor, the powder passing a #200 mesh. The precursor composition is confirmed through a testing process which includes oxide composition and phase composition testing, using X-Ray Fluorescence (XRF) and X-Ray Diffraction (XRD), respectively.

The geopolymer liner shall be used to form a structural monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements:

Compressive	ASTM C109	>8000 psi @ 28 days
Tensile Strength	ASTM C496	>800 psi @ 28 days
Flexural Strength	ASTM C78	>800 psi @ 28 days
Modulus of	ASTM C469	>5,000,000 psi @ 28 days
Shrinkage @90%	ASTM C1090	0% @ 28 days
Bond	ASTM C882	>2500 psi @ 28 days
Density, Dry		80 ± 10lbs/ft ³
Density, When		110 ± 10lbs/ft ³
Freeze/Thaw	ASTM C666	300 cycles no vis. damage

During application the surface shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of material. Minimum total thickness for the liner shall not be less than one (1) inch and shall be from the bottom of the frame to the invert of the manhole. The surface shall then be troweled to a relatively smooth finish being careful not to over trowel. A brush finish shall be applied to the trowel-finished surface.

After the walls are coated, the invert covers shall be removed and the bench sprayed with excess materials applied in such a manner that a gradual slope is produced from the walls to the invert with the thickness at the invert to be no less than ½ inch. The wall/bench intersection shall be rounded to a uniform radius. The

full circumference of the intersection. Trough area shall be coated as required to seal all cracks and to provide a smooth surface.

The material shall have minimum of four (4) hours cure time before being subjected to active flow. Ambient conditions in the manhole are adequate for curing as long as the manhole is covered. Traffic shall not be allowed over manholes for twelve (12) hours after reconstruction is complete. Caution shall be taken to minimize exposure of applied product to sunlight, quick surface drying and air movement. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the cover. In extremely hot and arid climates, the manhole should be shaded while reconstruction is in process.

No application shall be made if ambient temperature is below 40 degrees Fahrenheit. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. If the ambient temperatures are in excess of 95 degrees Fahrenheit, precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary. Final acceptance shall be made upon successfully passing a vacuum test ensuring that no leaks are present.

G. Secondary Corrosion Protection (Antimicrobial Liquid or Acid Mitigation System)

Application of Antimicrobial Liquid or Acid Mitigation System, is to provide additional Microbiologically Induced Corrosion (MIC) resistance to the Geopolymer liner. The work consists of rolling, spraying or centrifugally applying Antimicrobial Liquid, Acid Mitigation System, or approved substitute compatible with the selected Geopolymer Liner, to the surface of the newly lined infrastructure. Equipment required for application can include centrifugal spray mechanisms, pneumatic spray pumps, hand pumps or paint style roller.

The Secondary Corrosion Protection shall be used as specified by the manufacturer and shall not be diluted in excess of the Manufacturer's recommendation for a full-strength coating.

The Secondary Corrosion Protection, shall be applied to the finished surface of the Geopolymer material during the application of the Geopolymer liner or anytime thereafter, as recommended by the Manufacturer.

The Secondary Corrosion Protection shall be applied adequately to achieve surface saturation.

The Secondary Corrosion Protection must be allowed to cure for a minimum of 30 minutes, or meet manufacturer recommended cure time, prior to releasing bypass or opening to any traffic.

All secondary corrosion protection work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Vertical Foot (VF) for **GEOPOLYMER MANHOLE SEALING** and shall include all labor and materials to rehabilitate the manhole as described in the above provisions (including bench and trough repairs). Measurement for payment shall be made from the invert to the bottom of the manhole frame and shall be measured to the nearest tenth of a foot.

ITEM 2. ROOT TREATMENT

Roots penetrating through any location in the manhole, shall be thoroughly cut, trimmed and removed and include the use of foaming herbicide to prevent growth.

If roots are present in joints that are to be grouted and sealed, or protruding through the chimney area that is identified to receive an internal chimney seal, roots shall be cut back as far back as possible so that they do not protrude through the internal chimney seal or grout. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

This work shall be paid for at the Contract Unit Price per Each for **ROOT TREATMENT**.

ITEM 3. REPLACE BENCH AND TROUGH

This item is for reconstruction beyond the standard rehabilitation provided under the item REPAIR BENCH AND TROUGH.

This work item shall consist of the complete removal and reconstruction of the entire manhole bench and trough. The existing deteriorated bench and trough area shall be completely removed to a minimum depth of 12 inches below the existing invert. Care must be taken to avoid damaging other areas of the manhole structure. Loose and broken concrete shall be routinely removed from the manhole to eliminate the possibility of pieces entering the sewer lines. After removal of loose and broken concrete, CA-7, (¾-inch to 1-inch) washed stone with no fines shall be installed to a depth of (8) eight inches as a base for the new bench and trough to be formed using Portland Cement Concrete, (PCC). Sanitary sewer service shall be maintained during bench and trough replacement. Minimum bench and trough thickness shall be four inches (4") in depth.

All inverts shall be formed to the diameter of the incoming and outgoing pipe diameter up to the pipe centerline and vertical beyond that point. The invert shall be formed to a depth of one-half to two-thirds the pipe diameter. Inverts shall be formed with a PCC mortar material and steel-trowel to produce a dense, smooth finish and shape to form a "U"- shaped channel connecting the pipelines. The new invert shall provide smooth transitions for pipes of different sizes, different elevations, and/or at different angles. The CONTRACTOR shall form benches to provide self-cleaning by sloping normally two (2) inches from manhole wall to edge of "U" channel with a smooth finish. The trough shall be troweled so that the wetted surface is smooth. The invert of the trough shall form a continuous conduit with the sewer pipe entering and leaving the manhole provided that the pipe was originally constructed or intended to be constructed in this manner. Care shall be taken to prevent the degradation of freshly poured benches and troughs.

The bench and trough shall be furnished in such a manner so that a watertight seal exists between the manhole walls, pipe, and bench/trough area. The finished bench and trough shall be cleaned of silt, debris or foreign matter of any kind.

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Each for **REPLACE BENCH AND TROUGH** and shall include furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work including removal of the existing defective bench and trough, and installation and sealing of the replacement bench and trough.

ITEM 4. REPAIR BENCH AND TROUGH

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (½") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be sprayed applied. The

finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

The trough shall then be coated with a geopolymer product such as **Geokrete Geopolymer**, or equal in the manner specified in Geopolymer Manhole Sealing.

Method of Measurement and Basis of Payment: This item shall be paid for at the Contract Unit Price per Each as **REPAIR BENCH AND TROUGH**. The Contract Unit Price shall be payment in full for performing the work and for furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work. **Note:** This item shall only be paid for where geopolymer coating is **NOT** being applied to the walls.

TEM 5. INTERNAL CHIMNEY SEAL

1.1 Scope of Work

~~The work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and performing all work necessary to seal the manhole as specified herein. The work under this item includes the installation of Flex-Seal Utility Sealant internal manhole adjustment ring sealing system and accessories to the manhole through the frame joint area and the area above the manhole cone, including all extensions to the chimney area, as manufactured by Sealing Systems Inc., 9350 County Road 19 Loretto, MN, 55357 (800-478-2054) or an approved equal.~~

1.2 Area of Work

~~The work shall be performed in manholes as directed by the Owner's representative. The manhole sealing work will require an internal adjustment ring seal to be installed. The internal manhole sealing system may be required to be installed in manholes without easements. The manhole adjustment ring seal shall be installed after the manhole has been relined. The material used to reline the manhole shall stop at the base of the manhole frame, lining material shall not be coated over the cast iron frame itself. If relining is not specified ring sealing shall be one of the first items of work. The work shall progress continually until complete. Work on this shall be done during warm and dry weather as per the manufacturer's recommendation.~~

1.3 Internal Manhole Seals

~~(A) SEALS manhole seal shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but is not limited to lifting rings, brick and/or block material that may have been used to achieve grade. The seal shall remain flexible allowing for the repeated vertical or horizontal movements of the frame due to frost lift, ground movement or the thermal movement of pavements. The final liner material shall be made no less than 170 mils. of corrosion resistant aromatic flexible urethane resin coating to be applied to the inside wall of the entire chimney area as described above. Mil thickness may vary depending on the local climate. The contractor should contact the manufacture for thickness recommendations. The product shall have a minimum elongation of 800% and hardness (Durometer) of 75. Final liner shall have a minimum tensile and adhesion strengths of 1150 psi and 175 lb. 1/in. respectively. The manhole sealing system shall conform to the physical requirements of ASTM D 412. The lining product shall have an aromatic urethane primer resin on the complete surface. The sealing system shall line the entire adjustment ring area from the top 2" of the cone/top of the manhole, over the grade ring area, and up 2" on to the inside of the casting frame. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 12 vertical inches or a minimum of 1 kit.~~

~~(B) INSTALLATION – All loose and protruding mortar and brick that would interfere with the seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with casting. Patching cement shall conform to requirements of the manufacture. Any profiling cement work will require the contractor to contact the sealant manufacturer to determine in writing the proper time required for the cement to completely cure prior to installing this item. Preparation of the surface should include sandblasting (minimum of 70CFM) and an acetone wet wipe to ensure a clean surface as required by the manufacturer. Active leaks (infiltration) must be corrected by a method approved by the OWNER prior to installing an Internal Manhole Seal. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower or torch may be required to completely dry the substrate surface or as recommended by manufacture. Flex-Seal Utility Sealant or approved equal may require the proper mixing of agents, as recommended by the manufacturer's instructions. Ensure casting and structure surfaces are clean and dry where the primer is intended to adhere. After allowing for proper drying of primer to occur, sealant may be applied by brush as evenly as possible over the entire chimney area that includes 2" above the frame joint area, 2" below the top of the manhole cone, and the area above the manhole cone including all extensions to the chimney area. The contractor is to furnish the OWNER (2) mirrors with extension handles that can be used to inspect sealant application to areas underneath frame without entry of manhole. These items will become the property of the owner upon completion and at no additional cost of this item. Cost for these items shall be included in the bid items for internal manhole sealing work.~~

1.4 Training/Manufacturer's Certification

~~The manufacturer must in writing certify that each of the contractor's representatives are approved to install Flex-Seal Utility Sealant or approved equal for this item. The training shall be included in the bid items for internal manhole seals. Contact the manufacturer for pricing 800-478-2054.~~

1.5 Submittals

~~The contractor shall submit shop drawings in accordance with the General Contract Conditions. The manufacturer's specifications for the materials and method for proposed installation of this item shall be submitted to the OWNER for the approval before internal sealing work commences.~~

1.6 Measurements and Payment

~~This item shall be paid at the Contract Unit Price per Each for INTERNAL CHIMNEY SEAL and shall include all labor and materials necessary to rehabilitate the adjustment and install the internal chimney seal.~~

ITEM 6. EXTERNAL CHIMNEY SEAL

~~Prior to installation of the external chimney seal, any required adjustment shall be completed. External chimney seals are to be installed per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and/or C-2) unless indicated otherwise by the ENGINEER. Acceptable external chimney seals are Cretex External Classic or an approved equal. This external sealing system shall prevent leakage of water into the manhole through the frame joint adjustment area. When the manhole is in the pavement, the CONTRACTOR shall be required to saw cut existing pavement to a minimum of a 5-foot by 5-foot square. This square cut shall allow for proper installation of the external chimney seal.~~

~~Frame seals shall remain flexible throughout a 50-year design life, allowing repeated vertical movement of the~~

frame of not less than two inches (2") and/or repeated horizontal movement of not less than one half inch (1/2").

~~The sleeve portion of the seal shall be corrugated with a minimum unexpanded vertical height of nine inches (9") and shall be capable of being mechanically locked to the base flange of the manhole frame casting. The sleeve and extension shall have a minimum thickness of 3/16 inches and shall be made from a high quality rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1,500 psi tensile strength, a maximum 18% compression set and hardness (durometer) of 48±5. The area of the seal that compresses against the base flange of the manhole frame casting and the chimney/cone shall have a series of sealing fins to facilitate a watertight seal.~~

~~The compression bands shall be integrally formed from a 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum adjustment range of 2 diameter inches. Any screws, bolts or nuts used on this band shall be stainless steel conforming to ASTM F 593 and 594, Type 304.~~

~~All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.~~

~~**Method of Measurement and Basis of Payment:** This work shall be paid for at the Contract Unit Price per Each for **EXTERNAL CHIMNEY SEAL** and shall include all labor and materials necessary to install the external chimney seal for each manhole as specified in these provisions including procurement, installation and restoration.~~

ITEM 7 & 8. GROUT AND WIPE JOINTS & CURTAIN GROUT

This work shall govern all work, materials and testing required for chemical pressure grouting of manhole defects. Manholes or sections of manholes with leaks are shown on the Manhole Rehabilitation Schedule. Manhole structure grouting includes the sealing or plugging of the manhole base, walls, corbel/cone and chimney using chemical grout sealants to eliminate leakage. Chemical grout shall be injected into the soil surrounding the manhole as needed for complete sealing resulting in a grout curtain.

Grout and Wipe Manhole Joints: The procedure for Grout and Wipe Manhole Joints shall be the same as listed above for a complete curtain grout manhole, but will include all wall joints and areas with evidence of infiltration for each manhole indicated on the plans. Holes shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel.

Sealing after grouting wall joints shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

Curtain Grout Manhole: CONTRACTOR shall furnish all labor, supervision, materials, equipment and testing if required for the completion of chemical grout sealing of manhole defects in accordance with the Contract Documents. Manhole grouting shall not be performed until sealing of manhole frame and grading

adjustments is complete.

Equipment: The basic equipment shall consist of chemical pumps, chemical containers, injection packers, hoses, valves and all necessary equipment and tools required to seal manholes by chemical pressure grouting. The chemical injection pumps shall be equipped with pressure meters that will provide for monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulated bypass valves will be incorporated into the pumping station.

Chemical Sealing Materials: The chemical grout shall be **Avanti AV-100** or approved equal which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled and unopened containers. The CONTRACTOR shall submit with bid, the brand name manufacturer of the chemical grout(s) intended to be used. The chemical grout(s) selected by the CONTRACTOR is subject to approval of the ENGINEER.

Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with the recommendations of the manufacturer and in such manner to minimize hazard to personnel. It is the responsibility of the CONTRACTOR to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the pro personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

Additives: the CONTRACTOR shall have the capability to incorporate additives into the grout material, including but not limited to glycol, latex, dichlobenil (Root killer), or diatomaceous earth. Additives to the grout mixture shall be at no additional cost to the Contract. All additives used are subject to approval of the ENGINEER.

Preliminary repairs: All cracked or deteriorated material shall be removed from the manhole and the CONTRACTOR shall cut and trim all roots within the manhole. The CONTRACTOR shall seal all unsealed lifting holes, unsealed step holes, pre-cast manhole section joints and voids larger than approximately one-half inches (1/2") in thickness with a waterproof quick-setting mortar, **Strong Seal QSR; Quadex Hyperform** or an approved equal in accordance with the manufacturer's specifications.

Drilling and Injection: Injection holes shall be drilled through the manhole at 120-degree angles from each other at the same plane of elevation. Rows shall be separated no more than three (3') vertical feet, and the holes shall be staggered with the holes in the rows above and below. Provide additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks and areas with evidence of leaks within the manhole structure, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of six (6) injection holes shall be provided in the walls/cone and three (3) injection holes at each pipe seal and at the bench/trough.

Manholes shall be grouted completely from the top of the corbel or bottom of flattop to the pipe invert. Grout shall be injected through the holes under pressure with a suitable probe. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grouting from the ground surface shall not be allowed. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel. Care shall be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be completed until the manhole is externally sealed with grout, resulting in a chemical grout curtain.

Sealing after Grouting: Upon completion of the injection, all chemical grout material shall be removed from interior surfaces of the manhole. After grouting is completed, the grout ports shall be removed and the remaining holes shall be cleaned with a drill and filled with quick-setting hydraulic mortar and troweled flush with the surface of the manhole walls or other surfaces. The mortar used shall be a non-shrink patching mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. In addition to filling the holes the interior surface of the manhole shall be patched with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. This coating shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

Curtain Grout Bottom 48": The procedures for Curtain Grout Bottom, 48" shall be the same as indicated above, but shall be limited to the bottom portion of the manhole. Pipe seal grouting shall include all pipe seals in the specified manhole and grouting of the bench/trough, wall/bench joint and walls to the maximum height of 48" from the crown of the pipe. Provided additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of three (3) injection holes at each pipe seal and at the bench/trough shall be required.

Sealing after grouting manhole bottoms shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of each location sealed or where injection holes were drilled.

All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

Final Acceptance: After the specified sealing work has been completed, the manholes shall be visually inspected by the CONTRACTOR (as required) in the presence of the OWNER/ENGINEER and found to be acceptable. All rehabilitated manholes shall also be re-inspected for leaks tow (2) months after completion and resealed, if necessary, at no cost to the OWNER.

Method of Measurement and Basis of Payment: the CONTRACTOR shall provide the necessary tools and equipment to complete all work as described above. Payment shall be based on the Contract Unit Price per Each for **GROUT AND WIPE JOINTS** or **CURTAIN GROUT**.

ITEM 9. INSTALL DROP

~~This work shall govern all work and materials required to install an internal drop connection per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and C-2) and shall conform to the Village Standard, Internal Drop Connection or approved equal. The existing bench shall be modified so that sewage flowing down through the connection can smoothly enter the existing performed channel at a 30-degree angle with the flow. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.~~

Method of Measurement and Basis of Payment: This work shall be paid for at the Contract Unit Price per Each for **INSTALL DROP** and shall include all labor and materials necessary to install the drop connection.

ITEM 10. POST REHAB VACUUM TESTING

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the OWNER, in accepting maintenance or installation of a sanitary sewer manhole or structure. Vacuum testing shall be according to ASTM C1244, except as specified otherwise herein. Other forms of testing of some manholes may be required, as deemed necessary by the OWNER.

At least ten percent (10%) of the total number of sanitary sewer manholes installed or receiving geopolymer coating shall be vacuum tested as specified herein. Manholes to be tested shall be selected by the OWNER at the time of testing. No advance notice will be provided to the CONTRACTOR as to which manholes will be tested. If more than ten percent (10%) of the manholes tested fail the initial test, an additional ten percent (10%) of the total manholes shall be tested at no additional charge. This process shall continue until a series of manholes (10% of the total) successfully test with no more than 10% initial failure or until all manholes have been tested. Additional vacuum testing required after failing the initial testing will be considered incidental to the contract and will not be paid for separately.

Manholes shall be tested after installation or rehabilitation and when all connections are in place. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing. Drop connections shall be installed prior to testing. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Manhole vacuum testing shall be performed after all adjacent underground utilities have been installed and all manholes have been backfilled and finished to final grade.

All manholes found to have been damaged or disturbed prior to the final inspection shall be corrected and vacuum tested at that time, regardless of whether or not they were originally vacuum tested. If a coating or lining is to be applied to the interior of the manhole the vacuum test must not be performed until the coating or lining has been cured according to the manufacturer's recommendations.

If existing manholes are to be vacuum tested (e.g. in the case of a sewer rehabilitation project), the OWNER and CONTRACTOR must deem the manhole structurally sound prior to vacuum testing.

Procedure for testing shall be as follows:

1. Temporarily plug all pipes entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the manhole.
2. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
3. A vacuum of at least ten inches of mercury (10" Hg) shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
4. The pressure gauge shall be liquid filled, having a 3.5-inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than one inch (1") Hg (i.e. from 10" Hg to 9" Hg) during the following minimum test times for various manhole diameters:

Rehabilitation work performed on all manholes shall be warranted from defects and failure for a period of three (3) years from the date of final acceptance. If the materials and installation furnished by the CONTRACTOR fail during this period, the CONTRACTOR shall repair the manhole at no expense to the OWNER.

MANHOLE REHABILITATION WARRANTY

When pumping and bypass pumping is required, the CONTRACTOR shall supply all necessary pumps, conduits and other equipment to divert the flow around the pipe section or manhole in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing dry-weather flow plus additional flow that may occur during wet-weather (i.e. rainfall or snowmelt events). The CONTRACTOR shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. Bypass pumping, where required, shall be considered incidental to the Contract.

BY-PASS PUMPING

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Each for POST REHAB VACUUM TESTING and shall include furnishing all labor.

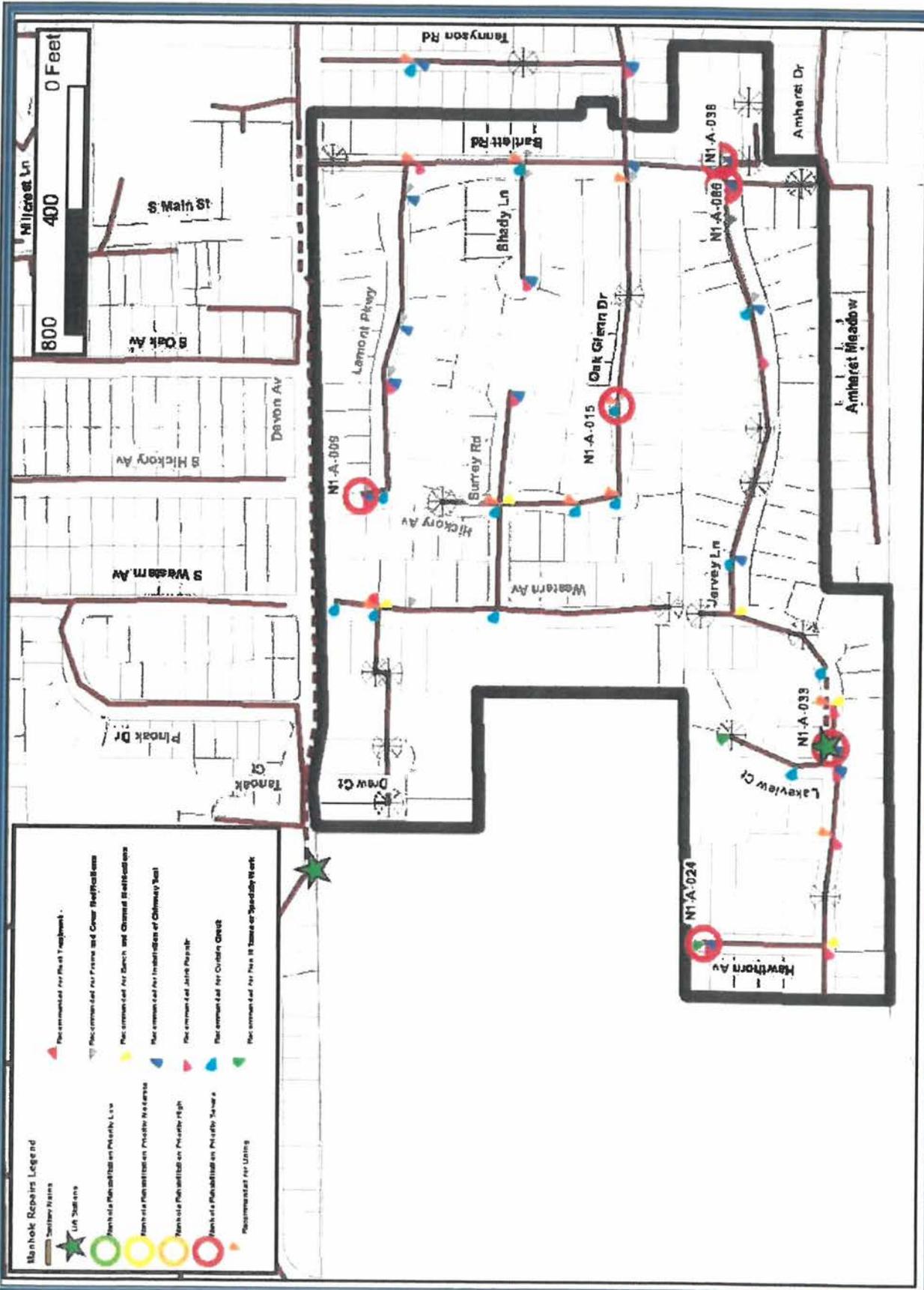
Depth (ft.)	Test Time (Seconds)									
	30	33	36	42	48	54	60	66	72	72
8	11	12	14	17	20	23	26	29	33	33
10	14	15	18	21	25	29	33	36	41	41
12	17	18	21	25	30	35	39	43	49	49
14	20	21	25	30	35	41	46	51	57	57
16	22	24	29	34	40	46	52	58	67	67
18	25	27	32	38	45	52	59	65	73	73
20	28	30	35	42	50	53	65	72	81	81
22	31	33	39	46	55	64	72	79	89	89
24	33	36	42	51	59	64	78	87	97	97
26	36	39	46	55	64	75	85	94	105	105
28	39	42	49	59	69	81	91	101	113	113
30	42	45	53	65	74	87	89	108	121	121

ATTACHMENT C

LOCATIONS AND PROJECT AREAS*

Street Location	MH No. (EEI No.)	Depth Rim to Invert (Feet)
421 Morse	M4061 (M-4A-018)	9'
Western in Street	M4058 (M-4A-020)	11'
410 W North Ave	M4071 (M-4A-007)	6'
S. Western/North Ave	M4057 (M-4A-028)	15'
418 W. Oneida Ave	M5050 (M-4A-036)	15'
S. Western/Oneida Ave	M4049 (M-4A-037)	16'
S. Western/Bartlett Ave	M4048 (M-4A-038)	14'
234 N. Oak Ave	M4033 (M-4B-055)	7'
223 N. Oak Ave	M4024 (M-4B-055)	10'
203 N. Oak Ave	M4023 (M-4B-056)	14'
204 N. Oak Ave	M4032 (M-4B-057)	14'
140 N. Oak Ave	M4031 (M-4B-058)	9'
141 N. Oak Ave	M4022 (M-4B-049)	11'
223 W. North Ave	M4040 (M-4B-012)	5'
Bartlett Ave (S of Parking Lot)	M4047 (M-4B-101)	13'
Bartlett Ave/S. Hickory Ave	M4035 (M-4B-073)	14'
S. Oak Ave/Oneida Ave	M4027 (M-4B-071)	9'
S. Oak Ave/Bartlett Ave	M4026 (M-4B-075)	17'
415 S. Hickory Ave.	N1082 (N1-A-009)	11'
268 W. Oak Glenn Dr.	N1086 (N1-A-015)	11'
111 Jervey Ln.	N1106(N1-A-020 086)	9'
564 Hawthorn Ave.	N1126(N1-A-024)	5'
505 Jervey Ave.	N1120(N1-A-034 033)	16'
905 La Jolla Ter.	E1011(E1-A-065)	9'
917 La Jolla Ter	E1009(E1-A-066)	11'
696 San Diego Pl.	E1017(E1-A-070)	16'
693 San Diego Pl.	E1006(E1-A-068)	11'
669 San Diego Pl.	E1007(E1-A-069)	8'
904 La Jolla Ter.	E1012(E1-A-072)	14'
503 Harbor Ter.	E1068(E1-A-044)	8'
549 Harbor Ter.	E1065(E1-A-048)	12'
958 Surf Ct.	E1127(E1-B-051)	7'
739 Cove Ct.	E1098(E1-B-098)	8'
743 Cove Ct.	E1097(E1-B-101B)	9'
743 Cove Ct.	E1096(E1-B-099)	10'
Total Manholes	35	
	Total Vertical Feet	384'

*For Specific, Individual Manhole Work See Appendix C.2 (Attached)



Appendix C-30
 Submittal N-1A
 Manhole Inspection Summary

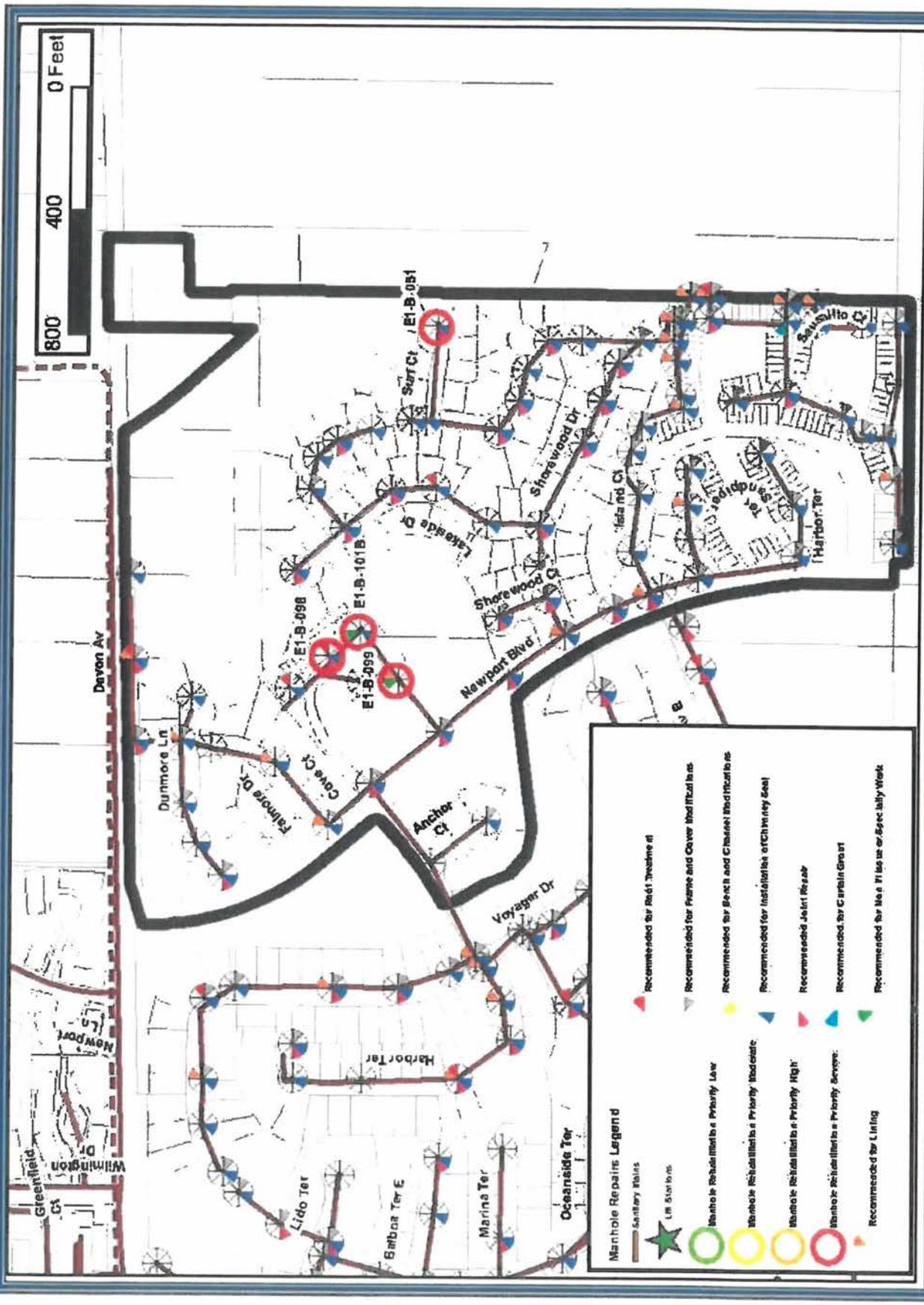
2023 Redaction Program

DATE	2/14/2023
PROJECT NO.	23-0027
BY	ML
DATE	02/14
PROJECT	Appendix C-30 Redaction Summary

Village of Bartlett
 208 S. Main St.
 Bartlett, IL 60103

Engineering Enterprises, Inc.
 2000 S. Main St.
 Bartlett, IL 60103





Manhole Repairs Legend

- Sanitary Main
- LM Station
- Manhole Rehabilitation Priority Low
- Manhole Rehabilitation Priority Moderate
- Manhole Rehabilitation Priority High
- Manhole Rehabilitation Priority Severe
- Recommended for Listing
- Recommended for Deck Threading
- Recommended for Frame and Cover Modifications
- Recommended for Bench and Channel Modifications
- Recommended for Infiltration (Chimney Seal)
- Recommended Joint Repair
- Recommended for Corbin Graft
- Recommended for Heave or Expect Daily Work

Appendix C-08
Subbasin E-1B
Manhole Inspections Summary

2011 Redaction Program

DATE	2/21/2013
PROJECT	2011 Redaction Program
BY	RL
DATE	2/21/2013
BY	RL

Village of Bartlett
2295. Nat. Sec.
B-000, I. 60103

Engineering Enterprises, Inc.
2295. Nat. Sec.
B-000, I. 60103

Summary of Work Needed in Severe Areas

Village of Bartlett, IL

Subarea	Subarea E1-A	Subarea E1-B	Subarea M1-A	Subarea M1-C	Subarea M1-B	Total
Rating=3 (Severe)						
Manhole Lining	2	1	2	0	5	22
Manhole Root Treatment	2	1	1	0	0	6
Frame and Cover Modification						
Replaced Paved	1	0	0	0	3	5
Replaced Unpaved	0	0	1	0	0	1
Raise Paved	1	0	0	0	0	2
Raise Unpaved	1	0	1	0	0	2
Replace Cover	0	0	0	0	0	0
Bench/Channel Modification						
Replace	0	0	0	0	0	0
Repair	0	0	1	0	0	2
Installation of Chimney Seal						
Internal	3	1	3	0	0	9
External Paved	2	0	0	0	3	6
External Unpaved	0	0	0	0	0	0
Joint Repair						
Grout & Wipe	5	2	4	0	2	13
Wipe Joints	0	0	0	0	0	0
Curtain Grout	0	0	2	0	2	12
Non #1 Issue or Speciality Work	0	0	0	0	0	0
Total Recommended Repairs	17	5	15	0	15	80
Total Impacted MHs	6	4	6	0	7	35

ATTACHMENT D

WORKING HOURS

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of Owner's Village Engineer.

CONSTRUCTION NOISE RESTRICTION

All engines and engine driven equipment used for construction or for hauling shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

WATER USE AND HYDRANT METER RENTAL

The CONTRACTOR must contact the OWNER before the bid to find out the rules, regulations and procedures of the OWNER for using municipal water hydrants. The CONTRACTOR shall either provide an approved water meter for the project or request use of a water meter from the OWNER for use in reporting water usage for the project.

It is the responsibility of the CONTRACTOR to find out from the OWNER any project specific information regarding the water meter rental, reporting, billing, and expense information. Before the issuance of a meter, the CONTRACTOR may be required to have their water vehicle inspected and tested by the OWNER. The CONTRACTOR'S vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The OWNER must be contacted in order to schedule this inspection. Only hydrant wrenches approved by the OWNER shall be used when securing water from hydrants.

The location of approved hydrants to be accessed for water usage will be determined by the OWNER. The CONTRACTOR must contact the OWNER in order to determine the closest approved hydrant to the project site. Under no circumstance shall water be obtained from an unapproved hydrant or facility without the OWNER's consent. Determination of available hydrants is encouraged before bidding. The cost to comply with these restrictions shall be at no additional expense to the OWNER or contract.

The CONTRACTOR shall be held responsible for any and all damages to the water system and appurtenances during its use including and not limited to water pipes, valves, hydrants, water meters, public and private property. The OWNER will return a meter deposit upon the return of the water meter in satisfactory condition. The OWNER will not make final payment until the water meter has been returned in satisfactory condition.

CERTIFICATION OF MATERIALS

The OWNER shall be furnished with a list of sources of materials before materials are shipped so materials can be inspected before shipping, if desired. All materials shall be subject to inspection at the source and at the job site. The OWNER may reject any materials at either location. All materials incorporated in this project shall be new materials from the approved OWNER material list unless specifically called out elsewhere in the Contract Documents for this project and approved by the OWNER in writing. Use of existing material or recycled materials shall not be permitted without the written consent of the OWNER. The CONTRACTOR shall furnish the OWNER with the manufacturer's certificates for all materials supplied to the project except those specifications exempted by the OWNER.

SUBMITTALS

The CONTRACTOR shall provide complete copies of required submittals as follows:

1. Construction progress schedule:
 - a. Two copies of initial schedule
 - b. Two copies of any revision
2. Traffic Control Plan
 - a. Three copies
3. Shop drawings: three copies.
 - a. Internal chimney seal
 - b. Manhole Grouting material data sheet
4. Other required submittals:
 - a. Three copies if required for review
 - b. Two copies if required for record

Deliver required copies of submittals to the OWNER.

CATALOGS

Each Bidder shall submit when necessary, or when requested by the OWNER, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the OWNER for approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at his expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

DELIVERIES

If required or allowed, all materials shipped to the Village of Bartlett must be shipped F.O.B.

delivered, designated location, Bartlett, Illinois. If delivery is made by truck, arrangements must be made in advance by the successful Bidder in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:00 a.m. and 3:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

PRICES

Unit prices shall be shown for each unit on which there is a Bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal.

SPECIAL NOTE

The Village of Bartlett reserves the sole right to extend the terms and conditions of this contract for a period up to two (2) additional years with the written consent of the contract

PROPOSAL

VILLAGE OF BARTLETT
CONTRACT FOR THE CONSTRUCTION OF
SANITARY MANHOLE REHABILITATION PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder: Archon Construction Co., Inc. (Bidder)
Principal Office Address: 563 S Route 53, Addison, IL 60101
Local Office Address: 563 S Route 53, Addison, IL 60101
Contact Person: Dominic Fiordiroso Telephone Number: (630) 495-0015
E-mail Address: Dominic@Archon.Construction

TO: Village of Bartlett ("Owner")
228 South Main Street
Bartlett, Illinois 60103
Attn: Dan Dinges, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("*Bid Package*").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package:

(1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for **THE REHABILITATION OF APPROXIMATELY 35 SANITARY MANHOLE STRUCTURES INCLUDING PATCHING, GROUTING, GEOPOLYMER WALL COATING, AND RELATED WORK AS FURTHER DESCRIBED IN THE CONTRACT DOCUMENTS.**

(2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package.

PROPOSAL

(3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package.

(4) to pay all applicable federal, state and local taxes.

(5) to do all other things required of Contractor by the Contract

(6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

We hereby agree to furnish to the Village of Bartlett all items required to complete the Sanitary Manhole Rehabilitation in accordance with provisions, instructions, and specifications of the Village of Bartlett for the prices as follows:

No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Geopolymer Lining	VF	22 Manholes @ 282' Vertical Ft.	\$180.00	\$50,760.00

PROPOSAL

2	Root Treatment	EA	6	\$1,240.00	\$7,440.00
3	Replace Bench/Channel	EA	0		
4	Repair Bench/Channel	EA	2	\$412.00	\$824.00
5	Internal Chimney Seal	EA	5		
6	External Chimney Seal	EA	2		
7	Grout and Wipe Joints	EA	13	\$453.00	\$5,889.00
8	Curtain Grout	EA	12	\$860.00	\$10,320.00
9	Install Drop	EA	0		
10	Post Rehab Vacuum Testing	EA	3	\$419.00	\$1,257.00
TOTAL BASE BID:					\$76,490.00

Seventy-Six thousand four hundred ninety Dollars and zero Cents
(In Writing)

\$76,490 Dollars and 00 Cents
(In Figures)

- (2) For providing, performing, and completing all Work related to the rehabilitation of approximately 35 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

PROPOSAL

1. For Unit Price Only, [The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

PROPOSAL

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 10% bid bond dollars ("**Bid Security**").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

PROPOSAL

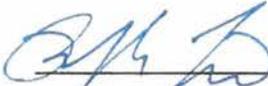
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 7th day of April, 2021.

ATTEST:

Archon Construction Co., Inc.

By: 
Title: Accounting

Bidder
By: 
Title: PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF BARTLETT
 CONTRACT FOR CONSTRUCTION OF
 SANITARY MANHOLE REHABILITATION PROJECT**

BIDDER'S SWORN ACKNOWLEDGEMENT

Diana Loizzo _____ [NAME] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

The Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Archon Construction Co. Inc..

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Diana Loizzo	33W588 White thorn Rd Wayne, IL 60184
Vice President		
Secretary	Margaret Vizdal	563 S Route 53 Addison, IL 60101
Treasurer		

WORK HISTORY STATEMENT

DATED this 7th day of April, 2021.

ATTEST:

Archon Construction Co., Inc.

By: Ralph Hess

By:

Bidder
Diana Loizzo

Title: Project Manager

Title: President

Subscribed and Sworn to

My Commission Expires:

6/8/2023

Before me this 7th day of APRIL, 2021.

Ralph B. Loizzo
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF BARTLETT
CONTRACT FOR**

SANITARY MANHOLE REHABILITATION PROJECT

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

Diana Loizzo

[NAME] ("Deponent"),

being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

WORK HISTORY STATEMENT

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

Underground utility contractor specializing in Sewer, Water Main, and Boring

2. Composition of Work

During the past three years, Bidder's work has consisted of: (select below)

30 % Federal 50 % As Contractor _____% Bidder's Forces
10 % Other Public 50 % As Subcontractor _____% Subcontractors
60 % Private _____% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 44 years.

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

WORK HISTORY STATEMENT

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>Illinois Secretary of State</u>	<u>Business License</u>	<u>5120-622-3</u>	<u>08/11/21</u>

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

PROJECT 1

Owner Name: City of Bloomington, IL
Owner Address: 109 E Olive St, Bloomington, IL 61701
Description of Work Bloomington MH Repair
Contract Value 135,185.78

PROJECT 2

Owner Name: Village of Roselle, IL
Owner Address: 31 S Prospect St, Roselle, IL 60172
Description of Work Twin Culvert Rehab at Central Ave
Contract Value \$60,585.65
Telephone No.: (630) 980-2000
Telephone No.: _____

PROJECT 3

Owner Name: City of Linton, ND
Owner Address: 101 1st St NE, Linton, ND 58552
Description of Work City of Linton Sanitary Sewer System Imp - Various Streets
Contract Value \$49,152.00

WORK HISTORY STATEMENT

(701) 254-4460 / KPH was the General Contractor @ (701) 499-7979

Telephone No.: _____

PROJECT 4
(If bidder was subcontractor)

Owner Name: City of Urbana Champaign

Owner Address: 102 N Neil St # 1, Champaign, IL 61820

Description of Work UCSD FY19 Sewer Rehab & UCSD FY20 Sewer Rehab

Contract Value \$147,514.76

Telephone No.: Hoerr Construction - (309) 691-6653

DATED this 5th day of April, 2021.

ATTEST:

By: [Signature]
Title: Controller

Archon Construction Co., Inc.
Bidder [Signature]
Title: PRESIDENT

Subscribed and Sworn to My Commission Expires: 6/8/2023

Before me this 5th day of April, 2021.

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Archon Construction Co., Inc.
563 South RT 53
Addison, IL 60101

OWNER:

(Name, legal status and address)

Village of Bartlett
228 S. Main St.
Bartlett, IL 60103

BOND AMOUNT: \$ 10% of Total Bid Amount (Ten Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Manhole Rehabilitation
Various Locations

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of such Contract and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1491917569)

Signed and sealed this 7th day of April, 2021



[Handwritten signatures]
(Witness)
[Handwritten signatures]
(Witness)

Archon Construction Co., Inc.
[Signature] 1977
(Contractor and Principal) (Seal)
(Title) *[Signature]*
The Hanover Insurance Company
(Surety) *[Signature]* (Seal)
(Title) Luke F. Praxmarer (Attorney-in-Fact)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Luke F. Praxmarer, Paul F. Praxmarer, Pramod Venkatesh and/or David Abramson

Of **Corkill Insurance of Elk Grove, IL** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

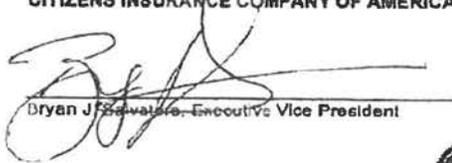
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

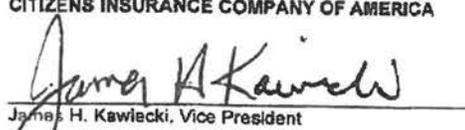
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of March, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

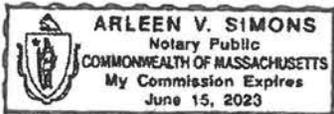

Bryan J. Swatara, Executive Vice President

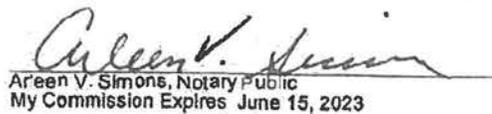

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of March, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

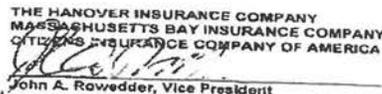



Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of April 2021.

CERTIFIED COPY

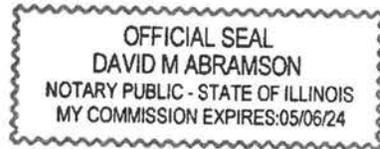
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of **McHenry**

On this **7th day of April, 2021** before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of **The Hanover Insurance Company**, a corporation: that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

My Commission Expires:
May 6, 2024

County of **McHenry**, State of **Illinois**



Agenda Item Executive Summary

Item Name: 2021 Concrete Replacement Project
Committee or Board: Village Board

BUDGET IMPACT

Amount:	\$ 78,460.00	Budgeted	\$ 125,000.00
List what fund	MFT Funds		

EXECUTIVE SUMMARY

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the village. This work includes repair to sidewalks that have been damaged due to trees roots pushing up the walk and trench settlements causing trip hazards.

On March 4, 2021 a *Notice to Bidders* was published in the IDOT Bulletin and the village web- site, soliciting bids for the 2021 Concrete Replacement Project. Bids were due no later than March 31, 2021 at 10:00 AM. Five bid packets were returned, four of which qualified for consideration.

Globe Construction Company Inc. submitted the low bid of \$78,460.00 for this project. The budget amount for this project is \$125,000.00.

ATTACHMENTS (PLEASE LIST)

Memo, Bid Tab, Resolution, Contract

ACTION REQUESTED

For Discussion Only _____

Resolution X

Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2021-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION COMPANY INC. FOR THE 2021 CONCRETE REPLACEMENT PROJECT

Staff: Bob Allen
Village Engineer

Date: April 9, 2021

MEMO

Date: April 9, 2021

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2021 Concrete Replacement Project Bid Opening*

This project is the annual sidewalk and misc. concrete replacement project which includes the removal and replacement of sidewalk and curb throughout the village. This work includes repair to sidewalks that have been damaged due to trees roots pushing up the walk and trench settlements causing trip hazards.

On March 4, 2021 a *Notice to Bidders* was published in the IDOT Bulletin and the village web- site, soliciting bids for the 2021 Concrete Replacement Project. Bids were due no later than March 31, 2021 at 10:00 AM. Five bid packets were returned, four of which qualified for consideration.

Globe Construction Company Inc. submitted the low bid of \$78,460.00 for this project. The budget amount for this project is \$125,000.00.

I have attached a bid tally sheet for your review.

Based upon the bid submitted, I recommend the bid be awarded to Globe Construction Company Inc.

Please place this on the next available Board Agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2021-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION COMPANY INC. FOR THE 2021 CONCRETE REPLACEMENT PROJECT

RESOLUTION 2021 - ___ - R

A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND GLOBE CONSTRUCTION COMPANY INC.
FOR THE 2021 CONCRETE REPLACEMENT PROJECT

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: That the total bid for the Village's Concrete Replacement Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

Globe Construction Company Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$ 78,460.00

SECTION TWO: That the 2021 Concrete Replacement Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

SECTION FOUR: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and if 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 FIVE: 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 SIX: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED April 20, 2021

APPROVED April 20, 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 April 20, 2021, and approved on April 20, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Local Public Agency Formal Contract



Contractor's Name

Globe Construction Company Inc.

Contractor's Address

1781 West Armitage Court

City

Addison

State

IL

Zip Code

60101

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook/DuPage/Kane

Section Number

21-00000-05-GM

Street Name/Road Name

Various

Type of Funds

MFT

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

[Signature Box]

[Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways

Date

[Signature Box]

[Date Box]

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

[Signature Box]

[Date Box]

Official Title

[Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

[Signature Box]

[Date Box]

Local Public Agency Village of Bartlett	Local Street/Road Name Various	County DuPage	Section Number 21-00000-05-GM
--	-----------------------------------	------------------	----------------------------------

1. THIS AGREEMENT, made and concluded the 20th day of April, 2021 between the Village of Bartlett, known as the party of the first part, and Globe Construction Company Inc., its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-05-GM in Village of Bartlett, approved by the Illinois Department of Transportation on 03/02/21, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village of Bartlett
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By:	

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:
Secretary

	Date

Partner	Date

(SEAL)

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date



Agenda Item Executive Summary

Item Name Intergovernmental Agreement Between the
County of DuPage and the Village of Bartlett for
Snow Removal Assistance Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an intergovernmental agreement with the County of DuPage for snow removal assistance. This past winter we were able to work with the County to assist them with snow removal along a small portion of Army Trail Rd. from Munger Rd. to Old Forge Rd. This small stretch was difficult for their large trucks to turn around making it inefficient. Our trucks already plowed Munger Rd. and drove to Old Forge Rd. so it really did not take much effort to include this portion of Army Trail Rd.

We recommend that the Village Board approve the agreement with DuPage County.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Intergovernmental Agreement, exhibit

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2021-_____, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett for Snow Removal Assistance.

Staff: Dan Dinges, Director of Public Works

Date: 04/9/21

Memo

DATE: April 9, 2021

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: IGA with the County of DuPage for Snow Removal Assistance

Attached is an intergovernmental agreement with the County of DuPage for snow removal assistance. This past winter we were able to work with the County to assist them with snow removal along a small portion of Army Trail Rd. from Munger Rd. to Old Forge Rd. This small stretch was difficult for their large trucks to turn around making it inefficient. Our trucks already plowed Munger Rd. and drove to Old Forge Rd. so it really did not take much effort to include this portion of Army Trail Rd.

We recommend that the Village Board approve the agreement with DuPage County.

MOTION: I move to approve Resolution 2021-_____, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett for Snow Removal Assistance.

RESOLUTION 2021 - _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND
THE VILLAGE OF BARTLETT FOR SNOW REMOVAL ASSISTANCE**

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: That the Intergovernmental Agreement Between the County of DuPage and the Village of Bartlett for snow removal assistance (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved, subject to such minor modifications as may be approved by the Village Attorney.

SECTION TWO: The President and Village Clerk of the Village of Bartlett are authorized to sign and attest, respectively, the Agreement on behalf of the Village.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: April 20, 2021

APPROVED: April 20, 2021

Kevin Wallace, 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 - _____ enacted on April 20, 2021 and approved on April 20, 2021 as the same appears from the official records of the Village of Bartlett.

Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF BARTLETT
FOR SNOW REMOVAL ASSISTANCE
CH 11/ARMY TRAIL ROAD FROM OLD FORGE ROAD TO MUNGER ROAD**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2021, between the County of DuPage, a body corporate and politic (hereinafter referred to as "COUNTY"), with offices located at 421 N. County Farm Road, Wheaton, IL 60187 and the Village of Bartlett, a municipal corporation (hereinafter referred to as "VILLAGE"), with offices located at 228 S. Main Street, Bartlett, Illinois, 60103. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, a segment of CH 11/Army Trail Road from Old Forge Road to Munger Road, approximately 0.14 miles in length (consisting of 0.34 lane miles), (hereinafter referred to as "ARMY TRAIL ROAD SEGMENT"), is currently part of the County Highway System and under the jurisdiction of the COUNTY; and

WHEREAS, the COUNTY and the VILLAGE, in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to most efficiently ensure that their roads and highways are kept free of snow and ice during inclement weather; and

WHEREAS, the COUNTY has determined that operationally it is in the best interest of the COUNTY, its residents, businesses and property owners, to cooperate with, and receive assistance from the VILLAGE for snow and ice removal for the ARMY TRAIL ROAD SEGMENT; and

WHEREAS, the COUNTY, by virtue of its powers set forth in the "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and the "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*), and the VILLAGE by virtue of its powers set forth in the "Illinois Municipal Code" (65 ILCS 5/5-1-1 *et seq.*) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the COUNTY and VILLAGE are public agencies as that term is defined in the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*);

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the VILLAGE has agreed to provide snow and ice removal as set forth in this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are included for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 RESPONSIBILITIES OF THE VILLAGE

- 2.1. The VILLAGE agrees, at its sole cost and expense, to provide all personnel, equipment, and materials required to perform snow and ice removal operations for the "ARMY TRAIL ROAD SEGMENT".
- 2.2. Said snow and ice removal operations by the VILLAGE shall continue per Section 4.0 herein below, until such time as changes or modifications are made in writing by the parties per Section 7.0 herein below.
- 2.3. Snow and ice removal operations shall be completed in accordance with the Illinois Department of Transportation's District 1 Snow and Ice Control Manual (most recent edition) incorporated herein by reference.

3.0 INDEMNIFICATION

- 3.1 The COUNTY shall indemnify, hold harmless and defend the VILLAGE, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions or any of the COUNTY's contractor's or agent's negligent or willful acts in its performance under this AGREEMENT.

- 3.2 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this AGREEMENT.
- 3.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings, and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- 3.4 Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, directors, officers, and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings, and actions brought against them. The VILLAGE's participation in its defense shall not remove the COUNTY's duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above provided, however, that the COUNTY shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the VILLAGE for which the COUNTY would be required to indemnify the VILLAGE hereunder.
- 3.5 Each party's indemnification of the other party shall survive the termination, or expiration, of this AGREEMENT.
- 3.6 Neither party waives, by these indemnity requirements, any defenses, or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or any immunities otherwise available to them.

4.0 TERM OF AGREEMENT

4.1. The AGREEMENT shall become effective upon execution by both parties and remain in full force and effect until April 30, 2022. This AGREEMENT shall automatically renew and continue to renew each year on the 1st of May until either party terminates said AGREEMENT.

5.0 ENTIRE AGREEMENT

5.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to snowplow responsibilities and supersedes all previous communications or understandings whether oral or written.

6.0 NOTICES

6.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the party's address or sent by confirmed email, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For Village of Bartlett

Dan Dinges, P.E.
Director of Public Works
Village of Bartlett
228 S. Main Street
Bartlett, IL 60103
Phone: 630-837-0811
Email: ddinges@vbartlett.org

For COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Rd. Wheaton, IL 60187
Phone: 630.407.6900
Email: Christopher.Snyder@dupageco.org

7.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

7.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

7.2. Either party may terminate this AGREEMENT by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

8.0 NON-ASSIGNMENT

8.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

9.0 AUTHORITY TO EXECUTE/RELATIONSHIP

9.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.

9.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership, or other agency relationship between the parties.

10.0 GOVERNING LAW

10.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

10.2 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court of DuPage County.

11.0 SEVERABILITY

11.1. In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 FORCE MAJEURE

12.1. Neither party shall be liable for any delay or non- performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, and natural disasters.

13.0 COUNTERPARTS

13.1. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

VILLAGE OF BARLETT

Daniel J. Cronin,
Chairman, DuPage County Board

Kevin Wallace
Village President

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

By: _____
Printed
Name: Lorna Giles

Title: Village Clerk

ARMY TRAIL ROAD SEGMENT

Munger Rd to Old Forge Rd

MUNGER RD

HUNTING HOUND LN

OLD FORGE RD

IL RT 59 →
0.62 Miles
ARMY TRAIL RD

RIDGE LN



0 100 200 400
Feet