

VILLAGE OF BARTLETT
BOARD AGENDA
MAY 3, 2022
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: Public Hearing, Board and Committee Minutes – April 19, 2022

*7. BILL LIST: May 3, 2022

8. TREASURER'S REPORT: None

9. PRESIDENT'S REPORT:

- A. Proclamation for Anita Werderich for her leadership in Scouting
- B. National Police Week Proclamation
- C. National Bike Month Proclamation
- D. 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 HOPKINS

1. Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

- *1. Resolution Approving of Disbursement Request for Payout No. 30 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

1. Annual Appointments of Village Officers by the Village President with the Advice and Consent of the Board

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Building and Code Enforcement Division Manager/Building Official John Komorowski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officers, Samuel Hughes, Scott Skrycki (in his absence)
- n. Planning and Development Services Director/Zoning Administrator, Roberta Grill

- *2. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.
- *3. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.
- *4. Resolution Approving of the Professional Service Agreement Between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

- 1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

- *1. Resolution Approving of the Temporary Construction and Permanent Sanitary Sewer Easement Agreement Between the Village of Bartlett and Maryville Academy
- *2. Resolution Approving the Herrick House Lift Station and Force Main Agreement Between the Village of Bartlett and H. Linden & Sons Water and Sewer, Inc.
- *3. Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements for Construction Engineering Services
- *4. Resolution Approving of the Agreement Between the Village of Bartlett and Schroeder & Schroeder Inc. for the 2022-2024 Concrete Replacement Project
- *5. Purchase of (2) 2024 International Trucks from Rush Truck Centers of Springfield, IL
- *6. Purchase of 2022 John Deere 444P 4WD Loader from West Side Tractor Sales, Wauconda, IL
- *7. Resolution Approving the Contract for Sanitary Sewer Rehabilitation Between the Village of Bartlett and Structured Solution, LLC
- *8. Ordinance Amending the Bartlett Municipal Code Section 6-11-1304.5: Parking During Snow Removal and Street Cleaning Operations
- *9. Resolution Approving of the 2022 Crack Sealing Project Agreement Between the Village of Bartlett and Denler, Inc.
- *10. Resolution Approving of the 2022 Pavement Marking Project Agreement Between the Village of Bartlett and Superior Road Striping, Inc.

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



**VILLAGE OF BARTLETT
PUBLIC HEARING MINUTES
April 19, 2022**

1. CALL TO ORDER

President Wallace called the Hanover Township Annexation and Development Agreement Public Hearing meeting of April 19, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, 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, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Grounds Superintendent Matt Giermak, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Gilles.

Planning & Development Director Roberta Grill stated that the public hearing notice for the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion. Notice was published in the Daily Herald and mailed to the required taxing districts on April 4, 2022. The Annexation and Development Agreement has also been available for public viewing in the Planning and Development Services department.

President Wallace asked if there were any questions for the Annexation and Development Agreement for the proposed Hanover Township Campus Expansion. He asked the board if they had any questions or comments and stated that they would then open it up to the general public. There were no further comments from the general public.

There being no further business to discuss, Trustee Deyne moved to adjourn the Public Hearing and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The Public Hearing was adjourned at 7:02 p.m.


Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
BOARD MINUTES
April 19, 2022**

1. CALL TO ORDER

President Wallace called the regular meeting of April 19, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:02 p.m.

2. ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Human Resources Director Janelle Terrance, 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, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Grounds Superintendent Matt Giermak, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, 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

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 Hopkins stated that he would like to add Items 12.A.1, 2 and 3; Ordinance 2022-22, an Ordinance Approving and Directing the Execution of the Annexation and Development Agreement Between Hanover Township and the Village of Bartlett for the Hanover Township Campus Expansion; Ordinance 2022-23, an Ordinance Annexing the 14.4 Acre West Unincorporated Parcel to the Village of Bartlett for the Hanover Township Campus Expansion; Ordinance 2022-24, an Ordinance Approving the Rezoning,



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BOARD MINUTES
April 19, 2022**

Preliminary Overall PUD Plan, Plat of Consolidation and Phase 1 Final PUD Plan, Granting Special Use Permits and Amending the Future Land Use Plan for the Hanover Township to the Consent Agenda.

Trustee Reinke stated that he would like to add Item 12.F.1; Resolution 2022-27-R, a Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$1,500,000 to Pay for the Cost of Construction for all FY2022-23 MFT Maintenance Program Projects to the Consent Agenda.

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

Trustee Deyne moved to Amend the Consent Agenda and that motion was seconded by Trustee Gunsteen.

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

AYES: Trustees Deyne, Gandsey, Gunsteen, 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 Gunsteen.

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

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

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.



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BOARD MINUTES
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8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the February 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report through February 2022 totaled \$312,927 and it was up \$113,516 from the prior year (reflects November activity) due to the online sales tax collection changes. Motor Fuel Tax distribution through February 2022 totaled \$96,768 which was down \$15,837 from the prior year.

9. PRESIDENT'S REPORT

President Wallace read a Proclamation in celebration of the 20th Anniversary of Arts in Bartlett.

President Wallace stated that these people have dedicated countless hours of their time to keep our village on track. With the combining of the Plan Commission and Zoning Board of Appeals he would like to present commission recognitions for the following individuals for their dedication on the former Plan Commission and Zoning Board of Appeals:

Plan Commission

Austin Hopkins	10 Years
Mark Hopkins	25 Years
Jerry Kallas	29 Years
Julie Kapadoukakis	4 Months
James Lemberg	42 Years
John Miaso	9 Years

Zoning Board of Appeals

Joe Banno	7 Years
Bob Bucaro	10 Years
Charlie Deveaux	2 Years
George Koziol	19 Years
Michelle Sarwas	2 Years
Mike Werden	42 Years



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Trustee Reinke moved to adjourn for 5 minutes to have some celebration cupcakes and that motion was seconded by Trustee Deyne.

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

The meeting was adjourned at 7:14 p.m.

President Wallace called the regular meeting of April 19, 2022 of the President and Board of Trustees of the Village of Bartlett back to order on the above date at 7:23 p.m.

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski and
President Wallace
NAYS: None
ABSENT: None
MOTION CARRIED

President Wallace read a Proclamation for Arbor Day and urged all citizens to support efforts to protect our trees and woodlands.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne thanked Paul Petersen and his staff for the excellent Easter Sunday brunch last weekend. He understood that they had over 300 people and all the feedback he received was all positive. They did a remarkable, fantastic job.

11. TOWN HALL

Austin Hopkins, 976 S. Chippendale

Mr. Hopkins stated that he was speaking about an item on the Committee of the Whole agenda and it is regarding the massage establishment license. He was glad that staff came to the consensus that this was not the right time to make this change. If he did not step up, this would have been pushed through and lot of legal litigation would be put on this board in this village. What he found after using FOIA documents was very concerning to him and should be concerning to the board as well. He basically did an audit of everything that has to do with massage stuff. There are a lot of inconsistencies and unconscious bias. If this comes back before the board, a third party needs to be making the decisions upon it. There is too much legal litigation that can come of it. He copied



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the board on letters from massage professional organizations who offered to step up and help for free. Elgin Community College massage therapy director also offered her free consulting help as well. He is glad it is being put on hold and he wanted them to know that there are still issues and enforcement that needs to be done. Staff will not do that enforcement unless the board directs them to do it. He laid out some simple things that are fair for all massage establishments and not just some of them. He is available to the board for any questions they may have.

Theresa Materna, 321 W. North Avenue

Ms. Materna stated that she has been there multiple times, over several years regarding the traffic on North Avenue and Western. She was told last fall that there would be something done in the spring regarding the traffic. She stated that her dog was almost hit by a car this morning crossing the street. This has to stop. A neighbor has a video with a semi going by at 1:00 a.m. She spoke about a certain car that never stops at the stop signs. She believed that something is going to happen to someone at some point if something is not done. She asked about the bump outs (on Struckman) and if it could be done on Western and North before someone gets hurt.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-22, an Ordinance Approving and Directing the Execution of the Annexation and Development Agreement Between Hanover Township and the Village of Bartlett for the Hanover Township Campus Expansion; Ordinance 2022-23, an Ordinance Annexing the 14.4 Acre West Unincorporated Parcel to the Village of Bartlett for the Hanover Township Campus Expansion; Ordinance 2022-24, an Ordinance Approving the Rezoning, Preliminary Overall PUD Plan, Plat of Consolidation and Phase 1 Final PUD Plan, Granting Special Use Permits and Amending the Future Land Use Plan for the Hanover Township; Ordinance 2022-28, an Ordinance Amending the Bartlett Zoning Ordinance Chapter 4A: Residential Districts: 10-4A-2:C.2.o Chickens (Poultry) were covered and approved under the Consent Agenda.

Trustee Deyne Motioned to Postpone Ordinance 2022-25, an Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1 and that motion was seconded by Trustee Hopkins.



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ROLL CALL VOTE TO POSTPONE ORDINANCE 2022-25, APPROVING A FINAL SUBDIVISION/PUD PLAT AND FINAL PUD PLAN FOR GRASSLANDS SUBDIVISION

AYES: Trustees Deyne, Gandsey, Gunsteen, 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 stated that Ordinance 2022-29, an Ordinance Reserving 2022 Volume Cap for Private Activity Bond Issues and Related Matters was covered and approved under the Consent Agenda.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski presented Resolution 2022-26-R, a Resolution Approving of the General Release and Settlement Agreement Between the Village of Bartlett and former police officer Gzim Selmani. She stated that the board had authorized a settlement amount of up to \$250,000 with the village responsible for up to \$81,000 to settle the PEDDA claim not covered by IRMA. In December, they attended a settlement conference for the federal lawsuit filed by former officer Selmani and a settlement agreement in the amount of \$200,000. The general release and agreement are before the board.

Trustee Suwanski moved to approved Resolution 2022-26-R, a Resolution Approving of the General Release and Settlement Agreement Between the Village of Bartlett and Gzim Selmani and that motion was seconded by Trustee Reinke.



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ROLL CALL VOTE TO APPROVE RESOLUTION 2022-26-R, APPROVING GENERAL RELEASE AND SETTLEMENT AGREEMENT WITH GZIM SELMANI

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

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2022-27-R, a Resolution Authorizing the Use of Motor Fuel Tax Funds in the Amount of \$1,500,000 to Pay for the Cost of Construction for all FY2022-23 MFT Maintenance Program Projects and Resolution 2022-30-R, a Resolution Waiving Bids and Approving of the First Amended Sanitary Sewer Main Lining Agreement Between the Village of Bartlett and Hoerr Construction were covered and approved under the Consent Agenda.

13. NEW BUSINESS

Trustee Gandsey asked for an update on how the traffic calming was working.

Public Works Director Dan Dinges stated that the only one they have done is on Struckman (bump out). The police department did a speed study before and after but they have not seen a huge decrease in speed (1 mile per hour). He felt that they shortened the distance for pedestrians crossing the road so he believed it is safer for pedestrians. He did not think it accomplished a traffic slow down just yet but they are looking at doing some other striping.

Trustee Gandsey asked about the median they talked about on Prospect.

Mr. Dinges stated that if they proceed with the Devon lift station and force main it is going to run down Prospect so the thought is to do it at that time. If they end up changing and not building it than they will do the median on Prospect at another time.

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None



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BOARD MINUTES
April 19, 2022

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following and an Executive Session to Discuss Pending, Probable or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

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

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:36 p.m.

Lorna Gilles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
April 19, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of April 19, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:27 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski, President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Human Resources Director Janelle Terrance, Finance Director Todd Dowden, Public Works Director Dan Dinges, Asst. Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Grounds Supervisor Matt Giermak, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS

Proposed Text Amendments for Massage Establishments and Bodywork Approach Businesses

Chairman Hopkins introduced the item.

President Wallace stated he wanted to make a comment. Maybe we did not get this right, he was in agreement with figuratively falling on our sword and starting over, but with that being said, this has been an issue since before he was in office. He will take some blame on the swing and a miss here because he thinks we were all trying to get to a situation where we did not have a reputation as a village that would permit those types of activities happening here. That is no discount to the legitimate massage places that are running a very lucrative business. He thinks it's right to have staff go back to the drawing board, scrap most of what we had and try to figure out a better solution to the problem that is at hand and something that would take way less of our police departments time.

Chairman Hopkins stated he agreed with that.

Chairman Gunsteen stated he also agreed. His position is still that it should be sent back and looked at as a special use. He thinks that is the best alternative to what we are trying to accomplish.



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COMMITTEE MINUTES
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Chairman Deyne asked if staff could contact the groups Austin Hopkins referred to in the board meeting, for assistance.

Village Administrator Paula Schumacher stated she believes we have the contact information that Austin was referring to and we would be happy to reach out.

President Wallace stated that we have done that before when this came up years ago. Mr. Hopkins and another resident of Bartlett helped a lot during that situation trying to draft some additional text to try to legitimize some of the issues we were having. He thought it was a great idea to reach out.

Chairman Suwanski asked Planning and Development Services Director, Roberta Grill what a special use would entail.

Ms. Grill stated a special use is a permitted use with additional review or conditions placed on it. It's basically an additional step and allows the Board and Planning and Zoning Commission a chance to review it, ask additional questions, maybe put a time limit in, etc. It's a more thorough review of an application.

Chairman Gunsteen confirmed that it was a public hearing and stated that more details would come out about the type of establishment it is, whether it's a chain or independent business, etc.

Ms. Grill stated staff has been discussing with the village attorney, ways in which we can beef up the licensing requirements. We talked about adding conditions of no residency at these locations and we are going to have a very formal code compliance as far as code enforcement is concerned. We are developing a checklist for checking the inside and outside, constant and weekly inspections.

Village Attorney Bryan Mraz stated that when we brought the down zoning ordinance we just talked about, we also brought changes to the regulations, in part because the stated was making changes to whether they were going to license Asian bodyworks practitioners. There was also discussion to put more onus on the landlords of these strip centers. What we have had was certain instances where there was an arrest and then the business was sold to someone else before the process was completed which is the kind of thing we want to avoid. We want the landlords not to just assign these leases to some new business. We had an incidence where the business was sold, we didn't know about it and they didn't get a new license. We want to deal with those kinds of issues. With enforcement and amendments to our current regulations, that will be another step in the right direction.



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COMMITTEE MINUTES
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Chairman Gunsteen stated he thought landlords need to take a hard look into who they are renting to and understand that if they do rent to someone like that in Bartlett, there is repercussions.

Chairman Deyne stated that is a tough line to walk because if you run your business, you can't be there 24/7 to monitor it. Our police have a hard enough time with enforcement. We need to be careful with the owner of the property.

The Committee Adjourned to Executive Session to Discuss Pending Probable or Imminent Litigation Pursuant to Section 2(c)11 of the Open Meetings Act.

Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Reinke.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, Reinke, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:35 p.m.

Samuel Hughes
Deputy Village Clerk

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022**

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/MAY 2022	877.45
	<u>INVOICES TOTAL:</u>	<u>877.45</u>

1100-VILLAGE BOARD/ADMINISTRATION

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	15.01
1 WAREHOUSE DIRECT	TONER/PENS	112.08
	<u>INVOICES TOTAL:</u>	<u>127.09</u>

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 HOELTERHOFF'S NURSERY	BEDA GRANT	903.00
	<u>INVOICES TOTAL:</u>	<u>903.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	WOODEN GIFT BOX	39.95
1 BARTLETT AREA CHAMBER OF COMMERCE	CASINO ROYALE EVENT	80.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	40.69
	<u>INVOICES TOTAL:</u>	<u>160.64</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	72.85
	<u>INVOICES TOTAL:</u>	<u>72.85</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 3 PETTY CASH	PETTY CASH REIMBURSEMENT	164.69
	<u>INVOICES TOTAL:</u>	<u>164.69</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANCEL GLINK P.C.	LEGAL SERVICES	115.00
	<u>INVOICES TOTAL:</u>	<u>115.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

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

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022**

1	BLA INC	COUNTY FARM & STEARNS TRAFFIC REVIEW	1,350.00
1	DEIGAN & ASSOCIATES LLC	ENVIRONMENTAL ENG ASSISTANCE	988.76
1	HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	2,406.25
1	HAMPTON LENZINI AND RENWICK INC	STORMWATER & WETLAND REVIEWS	131.25
1	V3 COMPANIES LTD	W BARTLETT RD ENGINEERING REVIEW	3,293.75
			<u>INVOICES TOTAL:</u> 8,170.01

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,397.45
			<u>INVOICES TOTAL:</u> 3,397.45

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	INTERGOVERNMENTAL RISK MGMT AGENCY	2019 CLOSED CLAIMS JANUARY	108.50
1	INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS JANUARY	411.00
1	INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS JANUARY	484.87
			<u>INVOICES TOTAL:</u> 1,004.37

1400-FINANCE

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	ILLINOIS STATE POLICE	ORI #IL016050L - COST CTR #5933	250.00
			<u>INVOICES TOTAL:</u> 250.00

1500-PLANNING & DEV SERVICES

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	PADDOCK PUBLICATIONS INC	PUBLIC HEARING NOTICE	348.30
			<u>INVOICES TOTAL:</u> 348.30

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
**	1 WEX BANK	FUEL PURCHASES - MARCH 22	419.00
			<u>INVOICES TOTAL:</u> 419.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT	
1	AMAZON CAPITAL SERVICES INC	ENVELOPES/STAPLERS	72.72
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	21.87
			<u>INVOICES TOTAL:</u> 94.59

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN PLANNING ASSOCIATION	PLAN COMMISSION TRAINING	500.00
1 BUILDING & FIRE CODE ACADEMY	SEMINAR FEES	195.00
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	20.00
INVOICES TOTAL:		715.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRUCE SCHROER	IDFPR LICENSE RENEWAL FEE	153.38
INVOICES TOTAL:		153.38

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	162.99
1 JOHNSON CONTROLS SECURITY SOLUTIONS	SEMI-ANNUAL BILLING	288.46
1 OCCAM VIDEO SOLUTIONS LLC	MAINTENANCE CONTRACT RENEWAL	995.00
1 VERIZON WIRELESS	WIRELESS SERVICES	456.29
INVOICES TOTAL:		1,902.74

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	BATTERIES FOR KEY FOBS	8.12
1 ILLINOIS TOLLWAY	NEW TRANSPONDER FEE	10.00
1 MR CARWASH	CAR WASHES/MARCH 2022	38.87
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	50.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	50.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	50.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	44.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	19.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	32.00
INVOICES TOTAL:		383.69

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	LIGHTBAR INSTALLATION	875.00
INVOICES TOTAL:		875.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON EXCHANGE ROLLER KIT	48.52

** Indicates pre-issue check.

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1	AMAZON CAPITAL SERVICES INC	DOG FOOD CONTAINER	30.82
1	AMAZON CAPITAL SERVICES INC	USB FLASH DRIVES	52.15
1	AMAZON CAPITAL SERVICES INC	DOG LEASH	14.98
**	1 PETTY CASH	PETTY CASH REIMBURSEMENT	184.30
1	STREICHER'S INC	MEDALS & BADGES	418.50
			<u>INVOICES TOTAL:</u>
			<u>749.27</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE EAGLE UNIFORM CO	RECORDS CLERKS POLO SHIRTS	240.00
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	1,353.35
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	173.66
1 STREICHER'S INC	ADJUSTABLE CAPS	67.95
1 STREICHER'S INC	KNIT HATS	19.98
1 STREICHER'S INC	MEDALS & BADGES	441.50
		<u>INVOICES TOTAL:</u>
		<u>2,296.44</u>

530125-SHOOTING RANGE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BEST TECHNOLOGY SYSTEMS INC	RANGE MAINTENANCE SERVICES	2,385.00
1 KIESLER'S POLICE SUPPLY INC	AMMUNITION PURCHASE	1,369.52
		<u>INVOICES TOTAL:</u>
		<u>3,754.52</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 22	13,655.97
		<u>INVOICES TOTAL:</u>
		<u>13,655.97</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	USB DRIVES/OFFICE SUPPLIES	194.80
1 WAREHOUSE DIRECT	FOLDERS/OFFICE SUPPLIES	318.11
		<u>INVOICES TOTAL:</u>
		<u>512.91</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTOXIMETERS INC	BREATH MACHINE REPLACEMENT TANK	230.50
1 SPIN DOCTOR CYCLEWERKS INC	BICYCLE HELMETS	240.00
		<u>INVOICES TOTAL:</u>
		<u>470.50</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JIM DURBIN	AIRFARE - IACP CONFERENCE	445.96
1 INIA	ANNUAL CONFERENCE REGISTRATION	425.00
1 AMY JENKINS	AIRFARE - INIA CONFERENCE	339.21
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	23.70

** Indicates pre-issue check.

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INVOICES TOTAL: 1,233.87

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIRE GUY INC	FIRE EXTINGUISHER INSPECTIONS	420.00
<u>INVOICES TOTAL:</u>		<u>420.00</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INT'L ASSOC FOR PROPERTY & EVIDENCE INC	MEMBERSHIP RENEWAL/M HOGAN	65.00
1 LAW ENFORCEMENT RECORDS	MEMBERSHIP DUES/H SUMNER	40.00
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
<u>INVOICES TOTAL:</u>		<u>6,440.00</u>

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 4ALLPROMOS	OPEN HOUSE GIVEAWAYS	4,887.82
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	40.29
<u>INVOICES TOTAL:</u>		<u>4,928.11</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 PETTY CASH	PETTY CASH REIMBURSEMENT	40.00
<u>INVOICES TOTAL:</u>		<u>40.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALTA CONSTRUCTION EQUIPMENT	EQUIPMENT RENTAL	95.00
<u>INVOICES TOTAL:</u>		<u>95.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.29
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	188.23
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	21.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,587.69
<u>INVOICES TOTAL:</u>		<u>1,820.46</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AL WARREN OIL COMPANY INC	ENGINE OIL/SUPPLIES	2,283.16
1 EXCEL OIL SERVICE	WASTE SOLVENT REMOVAL/PICK-UP	525.00
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	1,974.25

** Indicates pre-issue check.

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1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	341.36
1 SAFETY-KLEEN SYSTEMS INC	PARTS WASHER SOLVENT	389.53
		INVOICES TOTAL: 5,513.30

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	938.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	808.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	997.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	267.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	2,060.00
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	1,908.00
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	60.91
		INVOICES TOTAL: 7,038.91

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRANCO DE ASTIS	PUBLIC SIDEWALK REPLACEMENT	360.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	742.50
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,581.88
1 WELCH BROS INC	REBAR/NAILS	173.00
		INVOICES TOTAL: 2,857.38

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	221.06
1 ALTA CONSTRUCTION EQUIPMENT	CREDIT - RETURN	-77.75
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	983.22
1 JSN CONTRACTORS SUPPLY	UTILITY MARKING FLAGS	239.00
1 MCMASTER-CARR SUPPLY CO	HEAVY DUTY RACK	1,586.66
1 MARY BETH RICE	REIMBURSEMENT/DAMAGED MAILBOX	107.90
		INVOICES TOTAL: 3,060.09

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	55.64
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	42.82
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	57.57
		INVOICES TOTAL: 156.03

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	39.98
		INVOICES TOTAL: 39.98

530160-SAFETY EQUIPMENT

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

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1 SDSPRO LLC	SDSPRO ONLINE HOSTING FEE	669.66
		INVOICES TOTAL: 669.66

532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 22	6,358.87
		INVOICES TOTAL: 6,358.87

534230-SNOW PLOWING SALT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMPASS MINERALS AMERICA INC	ROAD SALT	8,561.30
1 COMPASS MINERALS AMERICA INC	ROAD SALT	2,761.83
1 COMPASS MINERALS AMERICA INC	ROAD SALT	1,426.16
1 COMPASS MINERALS AMERICA INC	ROAD SALT	14,429.56
		INVOICES TOTAL: 27,178.85

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	343.38
1 FLEETPRIDE	BRAKE PARTS	337.14
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	140.95
1 KIMCO USA INC	MAINTENANCE SUPPLIES	914.88
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	124.47
		INVOICES TOTAL: 1,860.82

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 3M COMPANY	SIGN MAKING MATERIALS	2,440.42
1 ASTROBLAST INC	SALT BRINE TANK MAINTENANCE	1,475.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	2,442.50
1 TRAFFIC CONTROL & PROTECTION INC	MAINTENANCE SUPPLIES	434.95
		INVOICES TOTAL: 6,792.87

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST TRADING HORTICULTURAL	GRASS SEED	22.50
		INVOICES TOTAL: 22.50

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	37.50
		INVOICES TOTAL: 37.50

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	STREET LIGHT FIXTURES	7,087.30

** Indicates pre-issue check.

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INVOICES TOTAL: 7,087.30

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	MAPSI TRAINING EXPENSES	118.80
INVOICES TOTAL:		<u>118.80</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE MORTON ARBORETUM	ANNUAL MEMBERSHIP FEE	65.00
INVOICES TOTAL:		<u>65.00</u>

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MCCLLOUD AQUATICS	ALGAE CONTROL SERVICES	3,622.50
INVOICES TOTAL:		<u>3,622.50</u>

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHASTAIN & ASSOCIATES LLC	OAK AVENUE STP APPLICATION	3,003.00
INVOICES TOTAL:		<u>3,003.00</u>

4800-BREWSTER CREEK TIF MUN ACC EXP

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 PETTY CASH	PETTY CASH REIMBURSEMENT	19.14
INVOICES TOTAL:		<u>19.14</u>

5000-WATER OPERATING EXPENSES

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	368.58
INVOICES TOTAL:		<u>368.58</u>

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2022 BILLING	733.55
INVOICES TOTAL:		<u>733.55</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	60.92

** Indicates pre-issue check.

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INVOICES TOTAL: 60.92

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	192.69
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.55
		<u>INVOICES TOTAL: 259.24</u>

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	TURF RESTORATION SERVICES	1,875.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	931.00
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	211.50
		<u>INVOICES TOTAL: 3,017.50</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	37.46
		<u>INVOICES TOTAL: 37.46</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	55.64
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	42.83
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	57.57
		<u>INVOICES TOTAL: 156.04</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY LLC	EQUIPMENT CALIBRATION/CERTIFICATION	334.00
1 SDSPRO LLC	SDSPRO ONLINE HOSTING FEE	669.67
		<u>INVOICES TOTAL: 1,003.67</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 22	1,386.87
		<u>INVOICES TOTAL: 1,386.87</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	37.50
		<u>INVOICES TOTAL: 37.50</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS/SUPPLIES	4,559.50

** Indicates pre-issue check.

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INVOICES TOTAL: 4,559.50

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL DINGES	MAPSI TRAINING EXPENSES	118.80
<u>INVOICES TOTAL:</u>		<u>118.80</u>

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MARY COLON	REFUND/WATER BILL OVERPAYMENT	36.05
<u>INVOICES TOTAL:</u>		<u>36.05</u>

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	782.00
<u>INVOICES TOTAL:</u>		<u>782.00</u>

5100-SEWER OPERATING EXPENSES

522720-PRINTING SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	APRIL 2022 BILLING	733.55
<u>INVOICES TOTAL:</u>		<u>733.55</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DEIGAN & ASSOCIATES LLC	LUST CLOSEOUT WORK	60.92
<u>INVOICES TOTAL:</u>		<u>60.92</u>

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	8,876.96
<u>INVOICES TOTAL:</u>		<u>8,876.96</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RALPH HELM INC	NEW TIRES	919.96
<u>INVOICES TOTAL:</u>		<u>919.96</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	221.07

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1 CALCO LTD	DEMINERALIZER	129.00
1 CASE LOTS INC	ROLL TOWELS/TRASH BAGS	625.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	376.58
1 NORTH CENTRAL LABORATORIES	LAB SUPPLIES	197.86
1 USA BLUE BOOK	MATERIALS & SUPPLIES	767.81
<u>INVOICES TOTAL:</u>		<u>2,317.52</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	55.65
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	42.83
1 VANTAGE CUSTOM CLASSICS INC	STAFF SHIRTS	57.58
<u>INVOICES TOTAL:</u>		<u>156.06</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	4,431.42
1 HAWKINS INC	CHEMICAL SUPPLIES	4,756.08
1 SOLENIS LLC	CHEMICAL SUPPLIES	16,831.47
<u>INVOICES TOTAL:</u>		<u>26,018.97</u>

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	167.91
<u>INVOICES TOTAL:</u>		<u>167.91</u>

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SDSPRO LLC	SDSPRO ONLINE HOSTING FEE	669.67
<u>INVOICES TOTAL:</u>		<u>669.67</u>

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - MARCH 22	1,681.50
<u>INVOICES TOTAL:</u>		<u>1,681.50</u>

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	118.53
1 CERTIFIED BALANCE & SCALE CORP	BENCH TOP METER	1,680.00
1 CERTIFIED BALANCE & SCALE CORP	HANDHELD METER	895.00
1 GRAINGER	CHEMICAL METERING PUMP	615.47
1 GRAINGER	CREDIT - RETURN	-556.51
1 HAWKINS INC	MAINTENANCE SUPPLIES	910.00
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	59.00
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	76.22
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	338.92

** Indicates pre-issue check.

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1 STANDARD EQUIPMENT COMPANY	CREDIT - RETURN	-47.70
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	211.61
1 WUNDERLICH-MALEC SERVICES INC	EQUIPMENT REPLACEMENT	14,300.00
	INVOICES TOTAL:	18,600.54

534600-BUILDING MAINTENANCE MATERIALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KINNEY HEATING & AIR	HVAC REPLACEMENT	7,850.00
1 NITECH FIRE & SECURITY INDUSTRIES INC	BURGLAR ALARM MONITORING	37.50
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	844.40
	INVOICES TOTAL:	8,731.90

541600-PROFESSIONAL DEVELOPMENT

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 DANIEL DINGES	MAPSI TRAINING EXPENSES	118.80
	INVOICES TOTAL:	118.80

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB - BIDDING	7,348.55
	INVOICES TOTAL:	7,348.55

582027-WWTP FACILITY IMPROVEMENTS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	20,160.62
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADMIN	46,200.00
1 STRAND ASSOCIATES INC	WRF - LOAN ASSISTANCE	545.00
	INVOICES TOTAL:	66,905.62

5200-PARKING OPERATING EXPENSES

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	INTERNET SERVICE	131.90
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	60.48
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	49.01
	INVOICES TOTAL:	241.39

5500-GOLF PROGRAM EXPENSES

530100-MATERIALS & SUPPLIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ADIDAS AMERICA INC	GOLF APPAREL	58.50
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	437.80

** Indicates pre-issue check.

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 INVOICES DUE ON/BEFORE 5/3/2022

1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	177.45
		INVOICES TOTAL: 673.75

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	900.55
		INVOICES TOTAL: 900.55

534331-PURCHASES - GOLF SHOES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF SHOES	1,545.00
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF SHOES	427.47
		INVOICES TOTAL: 1,972.47

534332-PURCHASES - GOLF BALLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ACUSHNET COMPANY	GOLF BALLS	699.52
1 ACUSHNET COMPANY	CREDIT - BALL PROGRAM REBATE	-146.99
1 ACUSHNET COMPANY	GOLF BALLS	471.11
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF BALLS	215.71
		INVOICES TOTAL: 1,239.35

534333-PURCHASES - GOLF CLUBS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	583.20
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	777.54
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	156.25
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	219.24
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	388.80
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF CLUBS	257.22
		INVOICES TOTAL: 2,382.25

534334-PURCHASES - GOLF GLOVES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF GLOVES	185.40
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF GLOVES	46.35
1 SRIXON / CLEVELAND GOLF / XXIO	GOLF GLOVES	92.70
		INVOICES TOTAL: 324.45

534335-PURCHASES - MISC GOLF MDSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ADIDAS AMERICA INC	GOLF APPAREL	21.00
1 ADIDAS AMERICA INC	GOLF APPAREL	55.00
1 ADIDAS AMERICA INC	GOLF BELTS & HATS	1,182.37
1 ADIDAS AMERICA INC	GOLF HATS	363.53
1 ADIDAS AMERICA INC	GOLF APPAREL	62.00
		INVOICES TOTAL: 1,683.90

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022

5510-GOLF MAINTENANCE EXPENSES

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	190.12
1 GRAINGER	MAINTENANCE SUPPLIES	62.83
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	241.60
INVOICES TOTAL:		494.55

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FAULKS BROS CONSTRUCTION INC	TOPDRESSING SAND	1,811.78
INVOICES TOTAL:		1,811.78

572000-BUILDING & GROUNDS IMPROVMNTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	179.25
1 MIDWEST GROUNDCOVERS LLC	PLANT PURCHASE	637.90
INVOICES TOTAL:		817.15

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
INVOICES TOTAL:		25.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	73.76
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.35
1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	280.07
INVOICES TOTAL:		399.18

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	124.10
INVOICES TOTAL:		124.10

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 A J MAKA DISTRIBUTING LLC	MORE BREWING ESCROW ACCOUNT	1,000.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	150.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	422.09
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	35.00
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	204.44

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022

1 LAKESHORE BEVERAGE	BEER PURCHASE	191.34
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	359.31
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	150.00
1 TEC COFFEE & FOODS	COFFEE PURCHASE	295.50
INVOICES TOTAL:		2,807.68

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	CAN OPENER SHARPENED	25.00
1 A MAESTRANZI SONS	KNIFE SERVICE	20.00
1 ALSCO	LINEN SERVICES	500.60
INVOICES TOTAL:		545.60

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ELEGANT PRESENTATIONS INC	TABLE RENTAL	175.61
INVOICES TOTAL:		175.61

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EDWARD DON & COMPANY	HAND TOWELS/COTTON GLOVES	207.75
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	45.35
1 MLA WHOLESALE INC	FLOWERS	118.30
1 MLA WHOLESALE INC	FLOWERS	57.85
1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	653.49
INVOICES TOTAL:		1,082.74

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
2 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	124.10
INVOICES TOTAL:		124.10

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 A J MAKI DISTRIBUTING LLC	MORE BREWING ESCROW ACCOUNT	1,000.00
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES	530.35
1 THE BAKING INSTITUTE BAKERY CO	CUPCAKES	170.49
1 ELGIN BEVERAGE CO	BEER PURCHASE	425.62
1 EUCLID BEVERAGE LLC	BEER PURCHASE	243.20
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	224.62
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	204.22
1 LAKESHORE BEVERAGE	BEER PURCHASE	191.35
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	119.76
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	3,856.08

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022

1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	11.01
1 TEC COFFEE & FOODS	COFFEE PURCHASE	150.00
		INVOICES TOTAL:
		7,126.70

5580-GOLF MIDWAY EXPENSES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	COOK SHIRTS/CONTAINERS & SUPPLIES	100.00
		INVOICES TOTAL:
		100.00

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 A J MAKI DISTRIBUTING LLC	MORE BREWING ESCROW ACCOUNT	1,000.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	510.35
1 EUCLID BEVERAGE LLC	BEER PURCHASE	690.80
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	363.40
1 LAKESHORE BEVERAGE	BEER PURCHASE	318.75
1 PEPSI BEVERAGES COMPANY	SOFT DRINK PURCHASE	249.41
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	232.36
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	171.80
1 TEC COFFEE & FOODS	COFFEE PURCHASE	150.00
		INVOICES TOTAL:
		3,686.87

6000-CENTRAL SERVICES EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	399.36
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
		INVOICES TOTAL:
		654.36

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ESRI INC	GIS SOFTWARE MAINTENANCE	16,861.15
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,090.90
		INVOICES TOTAL:
		18,952.05

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIANT FIRE PROTECTION LLC	TESTED ELEVATOR DEVICES	585.00
1 JENSEN'S PLUMBING & HEATING INC	EQUIPMENT REPAIRS	2,395.00
1 SPIRE CORPORATION	ELECTRICAL SERVICES	250.00
		INVOICES TOTAL:
		3,230.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 5/3/2022**

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,172.42
	INVOICES TOTAL:	4,172.42

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	415.32
	INVOICES TOTAL:	415.32

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DVD'S/HDMI CABLE	71.38
	INVOICES TOTAL:	71.38

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	267.73
1 TEE JAY SERVICE COMPANY INC	EXTERIOR DOOR REPAIRS	340.00
	INVOICES TOTAL:	607.73

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	DRONE LICENSING TRAINING	19.95
1 ESRI INC	GIS TRAINING	1,640.00
	INVOICES TOTAL:	1,659.95

7000-POLICE PENSION EXPENDITURES

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MESIROW INSURANCE SERVICES INC	FIDUCIARY LIABILITY RENEWAL	6,760.00
	INVOICES TOTAL:	6,760.00

GRAND TOTAL: 353,182.29

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 5/3/2022

GENERAL FUND	129,031.66
MOTOR FUEL TAX FUND	3,003.00
BREWSTER CREEK TIF MUN ACCT	19.14
WATER FUND	12,557.68
SEWER FUND	143,308.43
PARKING FUND	241.39
GOLF FUND	28,497.78
CENTRAL SERVICES FUND	29,763.21
POLICE PENSION FUND	6,760.00
GRAND TOTAL	353,182.29

** Indicates pre-issue check.

**PROCLAMATION FOR ANITA WERDERICH FOR HER
LEADERSHIP IN SCOUTING**

WHEREAS, Anita Werderich is honored for her many years of leadership with both the Boy Scouts and Girl Scouts in Bartlett, and

WHEREAS, Anita is a lifetime member of the Girl Scouts. She has generously given 50 years of her time in the Boy Scouts of America and 47 years in the Girl Scouts, and

WHEREAS, her service in boy scouts includes: serving as a den mother for Cub Scouts, then as Cub Scout Master. As such she was the committee chair for Cub Scout Pack 26, setting the calendar and goals; served as Scoutmaster for Boy Scout Troop 26, and again Committee Chair and/or Committee Member for a period of over 30 years; participated in the Council Advancement Committee; served as co-chair of the Three Fires Council Advisory Board; served as staff member for Wood Badge training; led groups of youngsters to Philmont Scout Ranch for week long no-impact camping for 5 years, and

WHEREAS, Anita has received numerous awards including an award of merit from the Two Rivers Council, the Silver Beaver Award from the Three Fires Council, and three years ago the Veteran's Award for 47 years of service, and

WHEREAS, in Girl Scouts she served: 3 years as a Daisy Scout leader; 6 years as a Brownie Scout leader; 6 years as a Junior Scout leader; 6 years as a Cadette Scout leader (The girls in her troop all earned the Silver Award); 6 years as a Senior Scout leader. She received many leadership awards in Girl Scouts, so many, in fact, that she has lost track of specifics, and

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, do hereby extend our deep appreciation to Anita Werderich for her distinguished service to the community.

Dated this 3rd day of May 2022



Kevin Wallace, Village President

**PROCLAMATION
NATIONAL POLICE WEEK
MAY 15 – 21, 2022**

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Bartlett Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Bartlett; and

WHEREAS, it is important that all citizens know and understand the duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Bartlett Police Department has grown to be a modern, scientific, and nationally accredited law enforcement agency which unceasingly provides a vital public service;

Now, therefore, I, Kevin Wallace, Village President, call upon all citizens of Bartlett and upon all patriotic, civil and educational organizations to observe the week of May 15 through 21, as Police Week with a virtual Candlelight Vigil on Sunday, May 15th in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of Bartlett to observe Sunday, May 15th, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

Dated the 3rd day of May, 2022.



Kevin Wallace, Village President

**VILLAGE OF BARTLETT PROCLAMATION
RECOGNIZING MAY 2022 AS BIKE MONTH**

WHEREAS, for more than a century, the bicycle has been an important part of the lives of most Americans; and

WHEREAS, today, millions of Americans engage in bicycling because it is a viable and environmentally sound form of transportation, an excellent form of fitness and provides quality family recreation; and

WHEREAS, the Village of Bartlett's Bike and Run Advisory Committee promotes safe bike and pedestrian activities on the Village's bike path system; and

WHEREAS, Ride Illinois is educating cyclists and motorists as to the proper and safe operation of bicycles at www.rideillinois.org/safety/bike-safety-quiz; and

WHEREAS, The Village of Bartlett, the Bartlett Park District and the DuPage County Forest Preserve and independent cyclists throughout our Village are promoting greater public awareness of bicycle operations and safety education in an effort to reduce accidents, injuries and fatalities for all.

NOW, THEREFORE, I, Kevin Wallace, Village President of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, do hereby proudly proclaim the month of May, 2022 as Bike Month in Bartlett.

Dated this 5th day of May, 2022



Kevin Wallace, Village President



Proclamation

Whereas, the Village of Bartlett is committed to addressing the critical issues of safety, energy efficiency, and resilience in our residential, commercial and industrial buildings that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in these buildings is achieved through the diligence 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, modern building codes include safeguards to protect the public from natural disasters, 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, "Safety for All: Building Codes in Action," the theme for Building Safety Month 2022, encourages all Americans to become more aware of 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; and

Whereas, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and ensuring the safety of the properties where we live, learn, work, worship and play.

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, do hereby proclaim the month of May 2022 as **BUILDING SAFETY MONTH** in the Village of Bartlett.

Dated this 3rd day of May, 2022



Kevin Wallace, Village President



Agenda Item Executive Summary

Item Name	Grasslands Final Subdivision/PUD Plat and Final PUD Plan - Phase 1	Committee or Board	Board
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BUDGET IMPACT

Amount: N/A

Budgeted N/A

List what fund N/A

EXECUTIVE SUMMARY

The petitioners are requesting approval of the **Final Subdivision/PUD Plat** and **Final PUD Plan** for Phase 1 of the Grasslands Subdivision.

The Final Subdivision and Final PUD Plan identify three (3) PODs or neighborhoods proposed for residential development containing a total of 231 dwelling units. POD 1 would consist of 81 single-family homes, POD 2 would consist of 60 active-adult ranch homes with POD 3 consisting of 90 active-adult duplexes.

The northwest corner of Route 59 and W. Bartlett Road (lot 197), is designated for commercial uses and will be developed in the future during Phase 3.

The Final Subdivision/PUD Plat and the Final PUD Plan for Phase 1 are in substantial compliance with the Preliminary Subdivision/PUD Plat, dated March 20, 2021, last revised June 21, 2021 and the Preliminary PUD Plan for Phase 1, dated January 29, 2021, last revised June 25, 2021.

The **Plan Commission** reviewed the petitioner's requests and **recommended approval** at their meeting on March 10, 2022.

The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on April 5, 2022. The Committee forwarded the petition on to the Village Board for a final vote.

ATTACHMENTS (PLEASE LIST)

PDS memo, ordinance with exhibits

ACTION REQUESTED

- For Discussion only
- Resolution
- Ordinance - Move to approve *Ordinance #2022-_____ An Ordinance Approving a Final Subdivision/PUD Plat and Final PUD Plan for Grasslands Subdivision Phase 1*
- Motion

Staff: Roberta Grill, Planning & Development Services Director Date: 04.25.2022

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM

22-34

DATE: April 25, 2022
TO: Paula Schumacher, Village Administrator
FROM: Roberta Grill, Planning & Development Services Director 
RE: **(#21-12) Grasslands Final Subdivision/PUD Plat and Final PUD Plan - Phase 1**

PETITIONER

Chris Naatz and Dan Olsem on behalf of Bartlett 59 LLC

SUBJECT SITE

Rt. 59 and West Bartlett Road

REQUEST

**Final Subdivision/PUD Plat
Final PUD Plan (Phase 1)**

SURROUNDING LAND USES

	<u>Land Use</u>	<u>Comprehensive Plan</u>	<u>Zoning</u>
Subject Site	Vacant	Residential/ Commercial	PD
North	Vacant/wetlands	Attached Residential (Medium Density)	PD
South	Single Family	Single Family	R-4 PUD*
East	Vacant/Office	Office/Business Park	ER-2, OR
West	Vacant	Office/Business Park	R4*

*Cook County – Single Family Residence

BACKGROUND

Ordinance #2021-68 approved the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett for the Grasslands Subdivision.

Ordinance #2021-69 approved the rezoning of the property to the PD (Planned Development) Zoning District, the preliminary subdivision plat/preliminary PUD plan,

granted special use permits for a planned unit development and wetlands and amended the future land use plan to develop the Grasslands Subdivision. The property was proposed to be developed in three (3) phases.

DISCUSSION

1. The petitioners are requesting approval of the **Final Subdivision/PUD Plat** and **Final PUD Plan** for Phase 1 of the Grasslands Subdivision.
2. The Final Subdivision Plat and Final PUD Plan identify three (3) PODs or neighborhoods proposed for residential development containing a total of 231 dwelling units. POD 1 would consist of 81 single-family homes, POD 2 would consist of 60 active-adult ranch homes with POD 3 consisting of 90 active-adult duplexes.
3. The plan identifies full access curb cuts on West Bartlett Road (across from Cheviot Drive) and on Naperville Road. Both West Bartlett and Naperville Roads are under the jurisdiction of Cook County Department of Transportation and Highways.
4. The 10-foot wide bike path will be extended along the east side of Naperville Road to the railroad crossing as part of Phase 1. *(Per the development agreement, the bike path railroad crossing and the path north of the crossing would be constructed as part of Phase 2.)*
5. A 5-ft. wide sidewalk will be installed along W. Bartlett Road (within lots 191, 195 and 197) from Naperville Road to Route 59. IDOT will install a pedestrian crossing on the west leg of W. Bartlett Road from this sidewalk to the bike path on the south side of W. Bartlett Road as part of the intersection improvements.
6. Lot 189 contains a 10-ft wide bike path, detention basin, wetlands and floodplain. Lot 190 (2.84 acres) contains a retention pond and lot 199 consists of a wetland detention basin between lots 156-160 and the railroad.
7. A 9 ft. tall landscaped berm with a 6-ft tall solid wood fence is proposed on lots 191 and 195 to screen the residences from W. Bartlett Road in accordance with the West Bartlett Road Corridor Plan. The landscaping includes a mix of 6-ft tall evergreen trees, shade trees, ornamental trees and shrubs.
8. Lots 198 and 201 will be dedicated to the Bartlett Park District. Eight (8) parallel parking spaces will be installed within the parkway to provide parking for the west park site.
9. A 10-ft wide bike path would meander through the subdivision and would be located within lots 189 and 198. It would connect under the Route 59 bridge

adjacent to the railroad tracks and then continue through the open space area (lot 201) and connect (via a crosswalk) to the existing bike path on the south side of W. Bartlett Road, east of Route 59. This proposed bike path would also connect to the proposed path on Naperville Road that will be constructed as part of this development. *(Per the development agreement, the owner or developer shall submit engineering plans for the underpass within six months of final plat approval for Phase 1. If the owner does not obtain the necessary easements, permits and authority to construct the underpass within 5 years, the owner shall instead install a 5-foot wide sidewalk on the north side of West Bartlett Road, east of Route 59 in lieu of the underpass and bike path on lot 201.)*

10. Lot 197, located at the northwest corner of Route 59 and W. Bartlett Road, will be developed in the future during Phase 3 and is designated for commercial uses. A final PUD plan submittal, including floor plans and building elevations, would be required before the lot could be developed.
11. The elevations approved as part of the Planned Development Agreement and the Preliminary PUD are attached for your reference. *The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager, or amendments to the development agreement, Preliminary PUD Plan Approval Ordinance and Final PUD Plan Approval Ordinances would be required.*
12. The final landscape plans, final engineering plans and stormwater report for Phase 1 are currently being reviewed. Staff has requested cost estimates and details for the proposed boardwalk, pedestrian bridge and grading for the sidewalk to be located on West Bartlett Road.
13. The petitioner has submitted a revised traffic study which was reviewed by the Village's traffic consultant who generally concurred with the findings in the study.
14. The Final Subdivision/PUD Plat and the Final PUD Plan for Phase 1 are in substantial compliance with the Preliminary Subdivision/PUD Plat, dated March 20, 2021, last revised June 21, 2021 and the Preliminary PUD Plan for Phase 1, dated January 29, 2021, last revised June 25, 2021.

RECOMMENDATION

1. The Staff recommends approval of the petitioner's requests for a Final Subdivision/PUD Plat and Final PUD Plan for Phase 1 subject to the following conditions and Findings of Fact:
 - a. Final Engineering is approved except for the bike path, boardwalk and

- stream-crossing bridge. Details of each must be submitted for review and approval by the Village Engineer prior to their construction;
- b. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
 - c. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;
 - d. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
 - e. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
 - f. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
 - g. A Special Service Area shall be established prior to the issuance of a residential building permit;
 - h. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plat of subdivision/PUD for Phase 1;
 - i. The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager;
 - j. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,
 - k. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Final PUD Plan;
 - l. A final PUD plan for the commercial lot (lot 197) shall be submitted for review and approval prior to development and the issuance of building permits for phase 3;
 - m. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;
 - n. Findings of Fact (Final PUD Plan):
 - i. That the proposed single-family, duplex, townhome, and open space are permitted uses in the PD Zoning District;
 - ii. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
 - iii. The Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
 - iv. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in Title 11, Chapter 10 of the Bartlett Municipal Code;

- v. The Final PUD Plan will provide adequate utilities, drainage and other necessary facilities;
 - vi. The Final PUD Plan provides adequate parking and ingress and egress and be so designed as to minimize traffic congestion and hazards in the public streets;
 - vii. The Final PUD Plan shall have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties;
 - viii. The Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.
2. The **Plan Commission** reviewed the petitioner's requests and recommended **approval** at their meeting on March 10, 2022.
 3. The **Committee of the Whole** reviewed the Petitioner's requests at their meeting on **April 5, 2022. The Committee forwarded the petition on to the Village Board for a final vote.**
 4. The Ordinance with Exhibits is attached for your reference.

ORDINANCE 2022 - _____

**AN ORDINANCE APPROVING A FINAL SUBDIVISION/PUD PLAT AND
FINAL PUD PLAN FOR GRASSLANDS SUBDIVISION PHASE 1**

WHEREAS, on or about July 20, 2021, the Village of Bartlett (the “Village”) and Bartlett 59 LLC, (the “Owner”) entered a certain Planned Development Agreement (the “Planned Development Agreement”) concerning the 192.023 acre mixed-use development of vacant land owned by the Owner and legally described therein (alternatively herein referred to as the “Subject Property” or the “Property”) to be developed in three (3) phases and which agreement is hereby expressly incorporated herein by this reference and is sometimes hereinafter alternatively referred to as the “Development Agreement”; and

WHEREAS, pursuant to the terms of the Planned Development Agreement, on or about July 20, 2021 the Village passed its Ordinance No. 2021-69, “An Ordinance Rezoning the 192.023 Acre Property to the PD Planned Development Zoning District, Approving a Preliminary Subdivision Plat/Preliminary PUD Plan, Granting Special Use Permits for a Planned Unit Development and Wetlands and Amending the Future Land Use Plan for Grasslands Subdivision” (the “Rezoning Ordinance”); and

WHEREAS, the Owner filed a petition to approve (1) a final plat of subdivision/PUD for approximately a 121.97 acre portion of the Subject Property legally described on **Exhibit A** (the “Grasslands Phase 1 Property”), and (2) final PUD plan for Phase 1 of the Grasslands Phase 1 Property (collectively, the “Final Subdivision and Final PUD Requests”); and

WHEREAS, the Bartlett Plan Commission reviewed the Owner's petition for the Final Subdivision and Final PUD Requests with respect to the Grasslands Phase 1 Property on March 3, 2022 and has made its report to the Village President and Board of Trustees (the "Corporate Authorities") and recommended approval thereof to the Corporate Authorities subject to certain findings of fact and conditions; and

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

SECTION ONE: The Final PUD Plan for Phase 1 prepared by Gary R. Weber Associates, Inc dated October 14, 2021 and last revised March 1, 2022, attached as **Exhibit B** ("Final Phase 1 PUD Plan"); the Final Landscape Plan for Phase 1 prepared by Gary R. Weber Associates, Inc dated February 24, 2021 and last revised February 21, 2022, attached as **Exhibit C** (the "Final Phase 1 Landscape Plan"); the Final Plat of Subdivision for the Grasslands Phase 1 prepared by Regional Land Services dated March 20, 2021 and last revised January 13, 2022, attached as **Exhibit D** (the "Final Plat for Phase 1"); the Schedule of Special Conditions, Rights, Waivers and Conditions Precedent for Development attached as **Exhibit E** (the "Schedule of Special Conditions"); the Supplemental Grading Requirements, attached as **Exhibit F** (the "Supplemental Grading Requirements"); the HOA/SSA Maintenance Plan, attached as **Exhibit G** (the "HOA/SSA Maintenance Plan"); and the Home Styles, attached as **Exhibit H** (the "Home Styles"); are expressly made part of this Ordinance. The Final Phase 1 PUD Plan, the Final Phase 1 Landscape Plan, the Final Plat for Phase 1, the Schedule of Special Conditions, the Supplemental Grading Requirements,

the HOA/SSA Maintenance Plan, and the Home Styles constitute and are collectively referred to herein as the "Final Subdivision Plat/Final PUD Plan for Phase 1" and are hereby approved, subject to the following conditions which must be satisfied before execution by the Village of a final plat of subdivision for the Property:

1. Public Improvement Security. The Owner and/or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision Ordinance except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development (here Phase 1) will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

2. Easements. Prior to commencing construction, the recording of easements approved by the Village Attorney and the Village Engineer for all drainage, detention and retention facilities and public utilities with appropriate access thereto, as set forth in the Subdivision Ordinance and as may be required based upon the final engineering plans submitted by the Owner and/or any developer and approved by the Village Engineer in his reasonable discretion, whether all such easements are granted as part of the Final Plat of Subdivision, or by separate grant of easement signed by the Owner and/or any developer after it has become the new owner of the Property at the time of final recording.

3. Land and Cash Donations. By agreement of the parties, the Owner and/or any developer, after it becomes the new owner of the Property, in this case the Grasslands Phase 1, and the Final Plat for Phase 1 has been recorded, shall convey approximately 20-acres of land (depicted as Lots 198 and 201 on the Final Plat of Subdivision) (the "Park Sites") as a land donation to the Bartlett Park District in lieu of cash donations. Cash-in-lieu of land contributions for the Police, Fire, Library, School

and Village contributions (other than Municipal Building Fund) shall be made in accordance with the Donation Ordinance in effect at the time each building permit in the development is applied for. The actual cash and cash-in-lieu of land contribution amounts shall be recalculated and adjusted based on the actual number of bedrooms per unit when the building permit for each unit is applied for. The conveyance of the Park Sites shall not be made until the Owner and/or any developer of Phase 1 has met the final topography and grading requirements, including without limitation, the establishment of an acceptable stand of grass as set forth in Section 11-10-7:E and has completed the Conveyance of Land Requirements set forth in Section 11-10-11 of the Bartlett Donation Ordinance codified as Title 11 of Chapter 10 of the Bartlett Municipal Code, except as otherwise expressly agreed between the Owner, and/or the applicable developer for Phase 1, and the Bartlett Park District. In addition, the Owner and/or any developer shall pay the sum of \$140 per lot to the Village as a contribution to the Village's Municipal Building Fund, payable at the time of application for a building permit for each unit.

4. Road Improvements. The Owner and/or any developer shall construct all on-site and off-site road improvements in accordance with the approved Engineering Plans and the provisions of the Subdivision Ordinance and Planned Development Agreement.

5. The Owner and the applicable developer of Phase 1 and all PODs within said Phase shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance for the Phase 1 portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans and engineer's estimate of probable cost for the applicable Phase (here Phase 1) of development of the Subject Property as may be approved by the Village Engineer and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance

Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

6. Security for Protection of Public Improvements. The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision Ordinance except for such deviations from said terms as approved by the Village Attorney and in an amount approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, and amounts approved by the Village Engineer, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, and in amounts approved by the Village Engineer, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").

7. All existing and new utilities and communication facilities on the Property, including telephone, electric and cable television which serve and/or will serve the Property, or any part hereof, shall be installed underground with the exception of the existing above ground utilities located on West Bartlett Road and Route 59. The Owner and/or any developer shall promptly notify all utility and communication companies of the need for such underground installation and services prior to the construction of any improvements for the development and shall provide the Village with a copy of such notice.

8. No construction of any Public Improvements on the Grassland Phase 1 Property or elsewhere on or adjacent to the Subject Property, including, but not limited to, site grading, shall commence until the Owner and/or any developer and all contractors and subcontractors hired by the Owner and/or any developer, or any of them, to construct all or a portion of the Public Improvements have furnished the Village

with certificates of insurance evidencing that each of them has in place commercial general liability, business auto liability, worker compensation and employer's liability insurance in such amounts and coverages as required in the Subdivision Ordinance, except as otherwise approved by the Village Attorney, and naming the Village as additional insureds thereon, subject to the foregoing requirements and the requirement in paragraph 9 of this Section. Site grading only may commence pursuant to the issuance of an early earthworks permit issued by the Corporate Authorities. Installation of underground improvements and other Public Improvements may commence upon the issuance of a Site Development Permit prior to the establishment of a special service area for the Subdivision as provided in the Planned Development Agreement.

9. Prior to commencing construction, the Owner and/or any developer shall submit an Erosion Control Plan to the Village Engineer for his review and approval. During construction the Owner and/or any developer shall adhere to measures for the prevention of soil erosion pursuant to the Village Erosion Control Ordinance, or the "Procedures and Standards for Urban Soil Erosion and Sedimentation Control in Illinois", published in 1981, as amended, and the recommended procedures of the DuPage County Soil and Water Conservation District, whichever is more restrictive.

10. The development of the Property, including but not limited to the Grasslands Phase 1 Property, shall be governed by the requirements of the Subdivision Ordinance, the Bartlett Building Code (the "Building Code"), the Bartlett Zoning Ordinance (the "Zoning Ordinance"), and the other provisions of the Bartlett Municipal Code as the same are amended from time to time and in effect and of general applicability, except to the extent that any such ordinance or code is expressly and specifically modified by the Planned Development Agreement, this Ordinance, or other ordinances specifically related to the development of the Property that are consistent with the terms of the Planned Development Agreement.

11. Engineering Approval. The Village Engineer's approval of the final engineering plans for Phase 1 of the Subdivision and the off-site improvements set forth in the Planned Development Agreement, including detention and stormwater management requirements, final grades, drainage, utilities, street design and cost estimates.

12. Declaration of Covenants, Conditions and Restrictions. The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, Phase 1 and each POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and

berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on Phase 1 and each POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for Phase 1 and each POD prior to closing on the sale of any residential lot or unit in Phase 1 and each POD.

13. Grasslands HOA. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the recording of the approved Final Subdivision Plat/Final PUD Plan for Phase 1 and each POD. The Owner or the applicable developer of Phase 1 and/or each POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.

14. Special Service Area. The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for Phase 1 of the Subject Property (and at a later date for subsequent phases) to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.

15. Bike Path. The Owner and/or any developer shall construct a ten (10) foot wide bike path along the east side of Naperville Road and within Lots 189, 198, and 201 as shown on the Final PUD Plan and in accordance with the approved Engineering Plans and Planned Development Agreement. The bike path shall be installed in accordance with the Subdivision Ordinance.

16. Sidewalks. Five (5) foot sidewalks shall be installed on both sides of the street throughout the development and along the north side of West Bartlett Road, west of Route 59 as required and in accordance with the Subdivision Ordinance and the Final Engineering Plans and Planned Development Agreement.

17. Parkway Trees. Parkway trees shall be planted on both sides of the street spaced not less than forty feet (40') nor more than sixty feet (60') apart as required in the Subdivision Ordinance and approved by the Village Forester.

18. Satisfaction of the additional conditions set forth in Section Three of this Ordinance.

SECTION TWO: The Corporate Authorities do hereby make the following findings of fact with respect to the Owner's petition for Final PUD Plan for the Grasslands Phase 1 Property approval based on the conditions set forth in Section Three of this Ordinance:

- A. That the proposed single-family, duplex, townhome, and open space are permitted uses in the PD Zoning District;
- B. The Planned Unit Development is designed, located and proposed to be operated and maintained so that the public health, safety and welfare will not be endangered or detrimentally affected;
- C. The Planned Unit Development will not substantially lessen or impede the suitability for adjacent permitted uses and development of, or be injurious to the use and enjoyment of, or substantially diminish or impair the value of, or be incompatible with, other property in the immediate vicinity;
- D. The Planned Unit Development shall include impact donations in accordance with the Bartlett Donation Ordinance as set forth in Title 11, Chapter 10 of the Bartlett Municipal Code;
- E. The Final PUD Plan provides adequate utilities, drainage and other necessary facilities;
- F. The Final PUD Plan provides adequate parking and ingress and egress and shall be so designed as to minimize traffic congestion and hazards in the public streets;
- G. The Final PUD Plan shall have adequate site area, which area may be greater than the minimum in the district in which the proposed site is located, and other buffering features to protect uses within the development and on surrounding properties;
- H. The Developer shall be required to provide reasonable assurance that, if authorized, the Planned Unit Development will be completed according to schedule and adequately maintained.

SECTION THREE: That the approval of the Final Plat and Final PUD Plan for the Grasslands Phase 1 Property in Section One of this Ordinance is based upon and is hereby made contingent upon the satisfaction of the following conditions:

- A. Final Engineering is approved except for the bike path and details of the boardwalk and stream-crossing bridge which will be provided for approval prior to construction of the bike path;
- B. Village Engineer approval of the engineer's estimate of cost ("EEOC") including, without limitation, cost details for the proposed boardwalk and

creek crossing bridge, the design of which is subject to IDNR/OWR requirements and approval, which will require the Village to reevaluate the cost and desirability of using alternate materials (concrete/steel/composite in lieu of lumber/wood) suitable for submerged conditions and other eventual permit requirements, and also for adding retaining walls as noted in subsection A;

- C. A Public Improvements Completion Agreement (PICA) must be submitted and approved by the Village Board;
- D. Sidewalks and bike paths are required to be installed in accordance with the Subdivision Ordinance except where waived or in-lieu of the construction of a bike path as outlined in the Development Agreement;
- E. Documentation of payment for the wetland mitigation costs for compensatory wetland mitigation credit from a regional wetland mitigation bank;
- F. All construction traffic shall exit the site southbound on Naperville Road and appropriate signage installed;
- G. Approval from the Cook County Division of Transportation for the curb cuts along W. Bartlett Road and Naperville Road;
- H. A Special Service Area shall be established prior to the issuance of a residential building permit;
- I. Proposed CCR's shall be reviewed and approved by the Village Attorney prior to the recording of the final plat of subdivision/PUD for Phase 1;
- J. The elevations submitted by a subsequent developer must be determined to be substantially similar to the approved elevations, as determined by the Building and Code Enforcement Manager;
- K. A 10-ft. wide bike path shall be installed along the east side of Naperville Road in accordance with the Development Agreement,
- L. A 10-ft. wide bike path shall be installed on lots 189, 198 and 201 in accordance with the Final PUD Plan;
- M. Compliance with the satisfaction of the terms and conditions of the Planned Development Agreement between Bartlett 59 LLC and the Village of Bartlett;

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022-_____ enacted on May 3, 2022 and approved on May 3, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS. ALSO EXCEPTING THEREFROM; RECORDER'S OFFICE IN COOK COUNTY. ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM;

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING;

THAT PART CONVEYED TO HENRY A. SCANDRELT, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 12905600, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.673 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 62.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 3 DEGREES 31 MINUTES 48 SECONDS WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 4 MINUTES 48 SECONDS WEST, 89.5 FEET; THENCE SOUTH 10 DEGREES 39 MINUTES 27 SECONDS WEST, 86.5 FEET; THENCE SOUTH 12 DEGREES 13 MINUTES 33 SECONDS WEST, 100.0 FEET; THENCE SOUTH 17 DEGREES 41 MINUTES 57 SECONDS WEST 80.0 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 37 SECONDS WEST, 92.8 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 36 SECONDS WEST, 89.5 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 25 SECONDS WEST, 92.8 FEET; THENCE SOUTH 31 DEGREES 40 MINUTES 48 SECONDS WEST, 62.5 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 48 SECONDS WEST, 272.4 FEET; THENCE SOUTH 69 DEGREES 1 MINUTES 12 SECONDS EAST, 398.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 25 DEGREES 46 MINUTES 48 SECONDS EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 2171.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM:

TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.465 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM;

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611940; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS,

ALSO EXCEPTING THEREFROM;

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340. ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 65 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE: (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS

EAST, 207.24 FEET TO A NONTANGENT LINE: (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE: (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET; HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 346.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDMENATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734806066.

ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.



GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

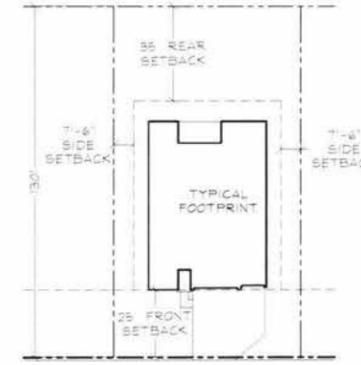
DEVELOPER:
CROWN COMMUNITY
DEVELOPMENT
1751 A WEST DEHL ROAD
NAPERVILLE, ILLINOIS 60563
CIVIL ENGINEER:
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD #200
WARRENVILLE, ILLINOIS 60555



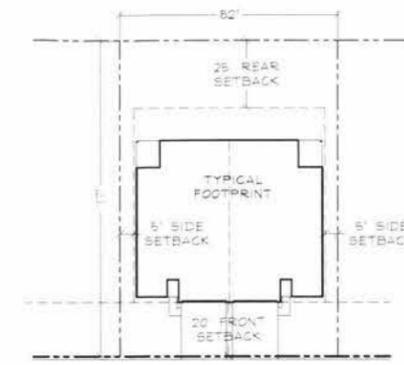
LOCATION MAP
SCALE: 1"=700'



TYPICAL ACTIVE ADULT
SINGLE FAMILY LOT
SCALE: 1"=30'



TYPICAL SINGLE FAMILY LOT
SCALE: 1"=30'



TYPICAL ACTIVE ADULT
DUPLEX LOT
SCALE: 1"=30'

SITE DATA

LAND USE	UNITS	ACRES	PERCENT
TRADITIONAL SINGLE FAMILY LOTS	81	19.13	16.65%
ACTIVE ADULT COTTAGE HOMES LOTS	60	10.62	9.24%
ACTIVE ADULT DUPLEX LOTS	90	12.70	11.05%
OPEN SPACE	33.88	29.48%	
PARK DEDICATION	20.75	18.06%	
RIGHT-OF-WAY DEDICATION	17.83	15.52%	
TOTAL	231	114.91	100.00%

DESIGN STANDARDS

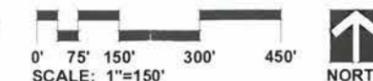
TRADITIONAL SINGLE FAMILY SETBACKS	
FRONT	25'
SIDE CORNER	25'
SIDE INTERIOR	7.5'
REAR	35'
MINIMUM LOT WIDTH	70'
MINIMUM LOT AREA	9,100 S.F.
MAXIMUM LOT COVERAGE	40%
ACTIVE ADULT SINGLE FAMILY SETBACKS	
FRONT	20'
SIDE CORNER	20'
SIDE INTERIOR	5'
REAR	25'
MINIMUM LOT WIDTH	51'
MINIMUM LOT AREA	6,375 S.F.
MAXIMUM LOT COVERAGE	53%
ACTIVE ADULT DUPLEX SETBACKS	
FRONT	20'
SIDE CORNER	20'
SIDE INTERIOR	5'
REAR	25'
MINIMUM LOT WIDTH	70'
MINIMUM LOT AREA	9,500 S.F.
MAX LOT COVERAGE	56%



THE GRASSLANDS - PHASE 1
BARTLETT, ILLINOIS
FINAL PUD PLAN

REVISIONS	DATE
3	3.01.2022
2	1.31.2022
1	12.08.2021

DATE: 10.14.2021
PROJECT NO.: CRN2001
DRAWN: GFB
CHECKED: MGM
SHEET NO.:

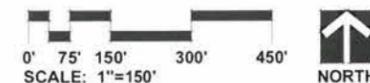


GRWA
GARY R. WEBER ASSOCIATES, INC.
 LAND PLANNING
 BIOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630-668-7197

DEVELOPER
CROWN COMMUNITY DEVELOPMENT
 1751 A WEST DEHL ROAD
 NAPERVILLE, ILLINOIS 60563
 CIVIL ENGINEER
ESM CIVIL SOLUTIONS, LLC.
 4320 WINFIELD ROAD #200
 WARRENVILLE, ILLINOIS 60555

GENERAL LANDSCAPE NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting for compliance with requirements of variety, size and quality.
- Work shall conform to American Standards for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.
- See General Conditions and Specifications for landscape work for additional requirements.
- Parkway tree are to be planted 40 to 60 feet apart, 10 feet from fire hydrants, 20 feet from street lights, and 35 feet from intersections and stop signs.
- Parkway tree plantings locations are to be staked for review and approval by the Village Forester prior to planting.



PLANT LIST

Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks	Key	Qty	Botanical/Common Name	Size	Remarks	
SHADE TREES																				
AF	29	Acer x freemanii Jeffers Red Autumn Blaze Maple	2 1/2' Cal		AG	41	Amelanchier x grandiflora Apple Serviceberry	6' Ht.	Multi-Stem	AP	48	Asplenium platyneuron Maidenhair Fern	30" Tall	4' O.C.	NH	28	Asplenium platyneuron Maidenhair Fern	30" Tall	4' O.C.	
AT	20	Acer myriado State Street Maple	2 1/2' Cal		BH	35	Betula nigra L. River Birch	6' Ht.	Multi-Stem	VJ	52	Viburnum x juddii Judd Viburnum	30" Tall	4' O.C.	PE	50	Penstemon strigosus Little Spire	30" Tall	4' O.C.	
AS	34	Acer x saccharinum Green Mountain Sugar Maple	2 1/2' Cal		CC	39	Cercis canadensis Eastern Redbud	6' Ht.	Multi-Stem	VT	48	Viburnum trilobum Redbud	30" Tall	4' O.C.	LS	250	Liriodendron tulipifera Yellow Pencil	30" Tall	4' O.C.	
CO	17	Celtis occidentalis Common Hackberry	2 1/2' Cal		CT	32	Cornus amomum var. nemica Thornless Cockspur Hawthorn	6' Ht.	Multi-Stem	WB	20	Wegelia Florida Bramble	24" Tall	3' O.C.						
GT	18	Gleditsia triacanthos var. nemica Skyline Honeylocust	2 1/2' Cal		HP	36	Hyla phyllotis Prairie Frog	6' Ht.	Multi-Stem											
PH	24	Platanus x acerifolia London Plane Tree	2 1/2' Cal		SR	35	Syringa reticulata Very Silk Ivory Silk Japanese Tree Lilac	6' Ht.	Multi-Stem											
DB	19	Quercus laevis Swamp White Oak	2 1/2' Cal																	
Q	33	Quercus imbricaria Shingle Oak	2 1/2' Cal		AC	48	Abies concolor White Fir	6' Ht.		JB	38	Juniperus conferta Blue Pacific Blue Pacific Juniper	24" Wide	4' O.C.						
QI	33	Quercus macrocarpa Bur Oak	2 1/2' Cal		PA	44	Picea canadensis Norway Spruce	6' Ht.												
QR	35	Quercus rubra Red Oak	2 1/2' Cal		FA	47	Ficus aspera var. densata Black Hills Spruce	6' Ht.		CK	180	Calamagrostis x acutiflora Karl Foerster Feather Reed Grass	30" O.C.							
TA	15	Tilia americana Redmond Redmond American Linden	2 1/2' Cal		PO	48	Picea canadensis Norway Spruce	6' Ht.		TH	23	Thymus praecox Heavy Metal Thyme	6" Tall	24" O.C.						
TC	25	Tilia cordata Greenheart Greenheart Littleleaf Linden	2 1/2' Cal		PR	70	Picea pungens Colorado Spruce	6' Ht.		SH	62	Scorobolus holosericeus Prairie Dropseed	6" Tall	24" O.C.						
TT	15	Tilia tomentosa Sterling Sterling Silver Linden	2 1/2' Cal		PS	48	Pinus strobus Eastern White Pine	6' Ht.												
UH	14	Ulmus 'Holland Green' Trumpet Elm	2 1/2' Cal						AB	210	Abies balsamea Mill. Blue Spruce	30" Tall	5' O.C.							
UC	20	Ulmus americana New Horizon New Horizon Shovelleaf Elm	2 1/2' Cal		CS	32	Cornus sericea var. sericea Bailey's Redtwig Dogwood	30" Tall	5' O.C.	LS	34	Liatris scariosa Pink Spikes	24" Tall	5' O.C.						
					CF	24	Cornus sericea var. sericea Arctic Fire Redtwig Dogwood	24" Tall	5' O.C.	HR	264	Hemerocallis 'Happy Returns' Happy Returns Daylily	24" Tall	5' O.C.						
					HP	57	Hydrangea paniculata 'Limelight' Little Quick Fire Hydrangea	24" Tall	5' O.C.	IS	74	Impatiens 'Candy Stripes' Candy Stripes Impatiens	24" Tall	5' O.C.						
					PD	50	Physocarpus opulifolius 'Diana' Little Devil Ninebark	24" Tall	5' O.C.											
ORNAMENTAL TREES																				
DECIDUOUS SHRUBS CONT																				
PERENNIALS CONT																				
GROUNDCOVERS																				
MISC. MATERIALS																				
EVERGREEN TREES																				
ORNAMENTAL GRASSES																				
PERENNIALS																				

NATIVE LEGEND

Key	Qty.	Description
[Pattern]	13.16 AC	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	5.65 AC	EMERGENT PLANTINGS
[Pattern]	1.01 AC	NET MEADOW SEED MIX

PARKWAY TREE LIST

Botanical/Common Name	Size
Acer x freemanii Jeffers Red Autumn Blaze Maple	2 1/2' Cal
Acer myriado State Street Maple	2 1/2' Cal
Celtis occidentalis Common Hackberry	2 1/2' Cal
Gleditsia triacanthos var. nemica Skyline Honeylocust	2 1/2' Cal
Platanus x acerifolia London Plane Tree	2 1/2' Cal
Quercus laevis Swamp White Oak	2 1/2' Cal
Quercus imbricaria Shingle Oak	2 1/2' Cal
Quercus rubra Red Oak	2 1/2' Cal
Tilia americana Redmond Redmond American Linden	2 1/2' Cal
Tilia cordata Greenheart Greenheart Littleleaf Linden	2 1/2' Cal
Tilia tomentosa Sterling Sterling Silver Linden	2 1/2' Cal
Ulmus 'Holland Green' Trumpet Elm	2 1/2' Cal
Ulmus americana New Horizon New Horizon Shovelleaf Elm	2 1/2' Cal

THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
OVERALL LANDSCAPE PLAN

REVISIONS

No.	Date
3	2.21.2022
2	12.08.2021
1	10.04.2021

DATE 7.09.2021
PROJECT NO. CRN2001
DRAWN GFB
CHECKED MGM
SHEET NO.





GARY R. WEBER ASSOCIATES, INC.
 LAND PLANNING
 BIOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630-668-7197

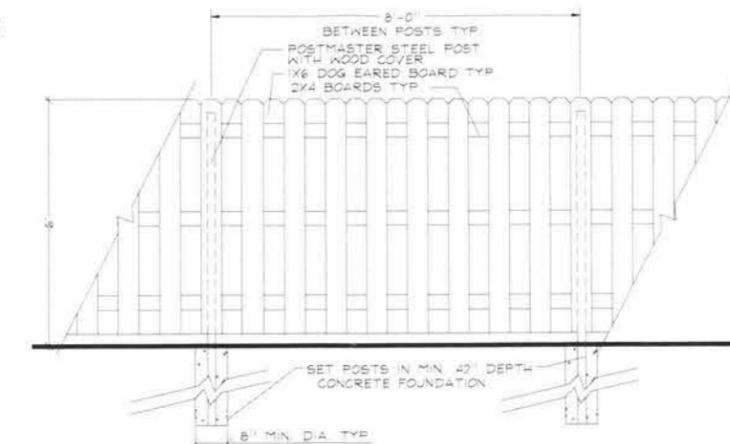
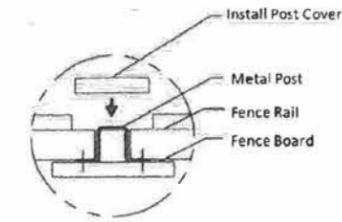
DEVELOPER:
CROWN COMMUNITY DEVELOPMENT
 1751 A WEST DEHL ROAD
 NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER:
ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD #200
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
LANDSCAPE PLAN

NO.	DATE	DESCRIPTION
3	2.21.2022	
2	12.08.2021	
1	10.04.2021	

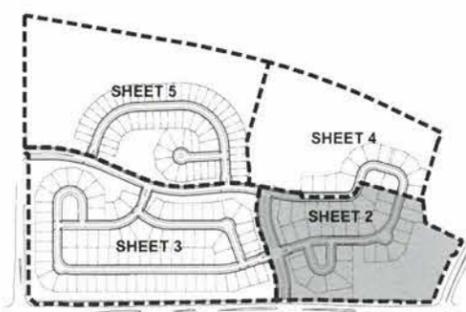
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 PROJECT NO.: CRN2001
 DRAWN: GFB
 CHECKED: MGM
 SHEET NO.:



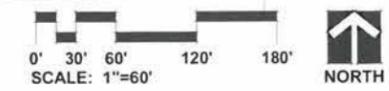
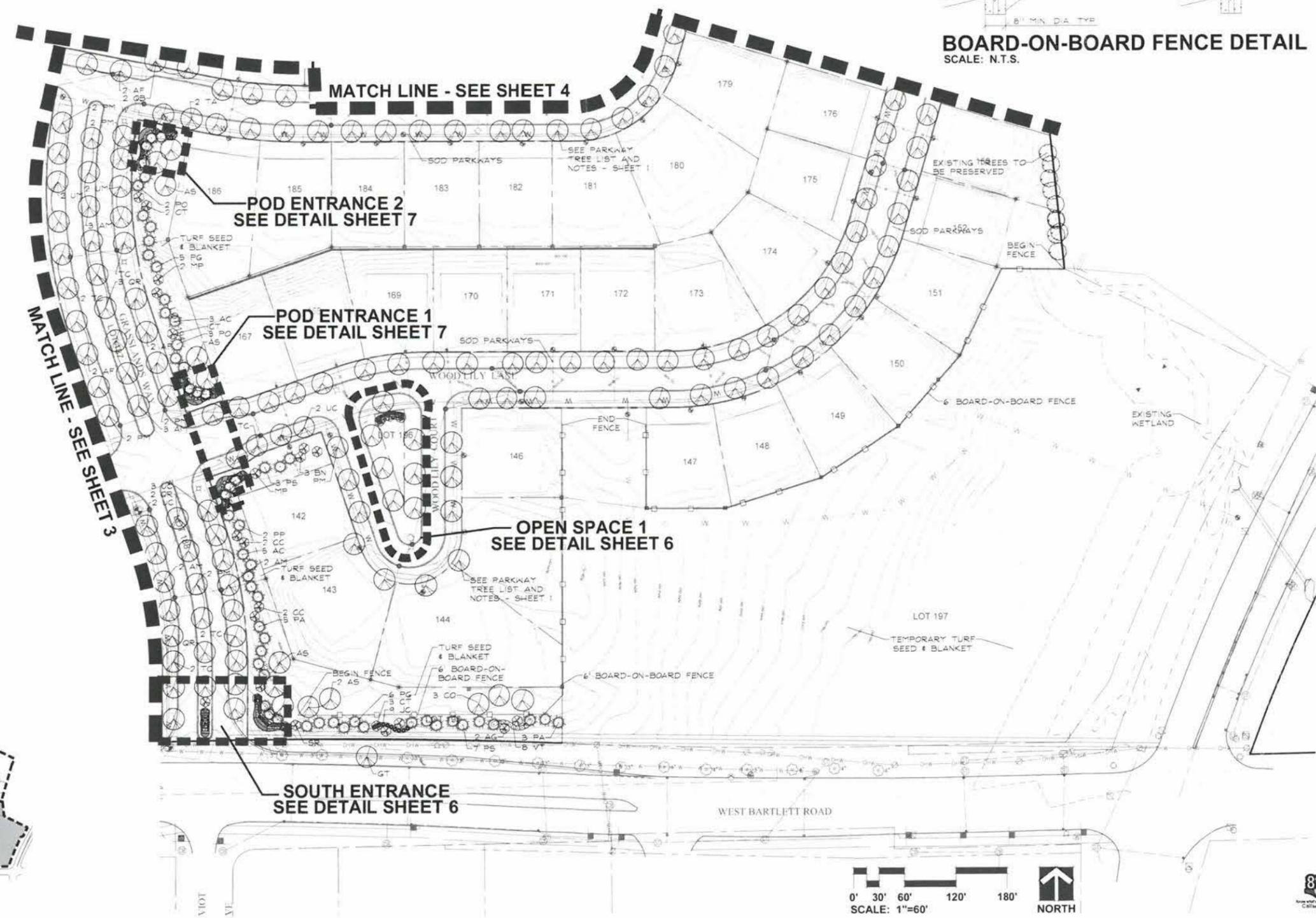
BOARD-ON-BOARD FENCE DETAIL
 SCALE: N.T.S.

LEGEND

Key	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT PLANTINGS
[Pattern]	WET MEADOW SEED MIX
[Symbol]	NATURALIZED AREA SIGN
[Line Style]	EXISTING WETLAND
[Line Style]	EXISTING FLOODPLAIN
[Line Style]	PROPOSED H.W.L. / A.W.L.



SHEET KEY
 SCALE: N.T.S.





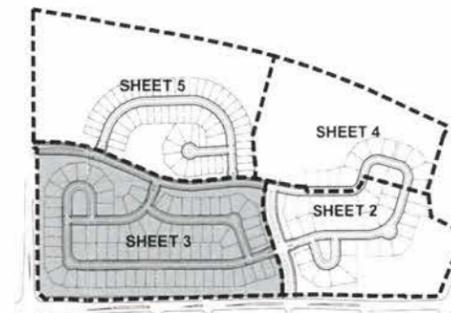
GARY R. WEBER ASSOCIATES, INC.
 LAND PLANNING
 BIOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630.668.7197

DEVELOPER:
CROWN COMMUNITY DEVELOPMENT
 1151 W. WEST DEER ROAD
 NAPERVILLE, ILLINOIS 60563

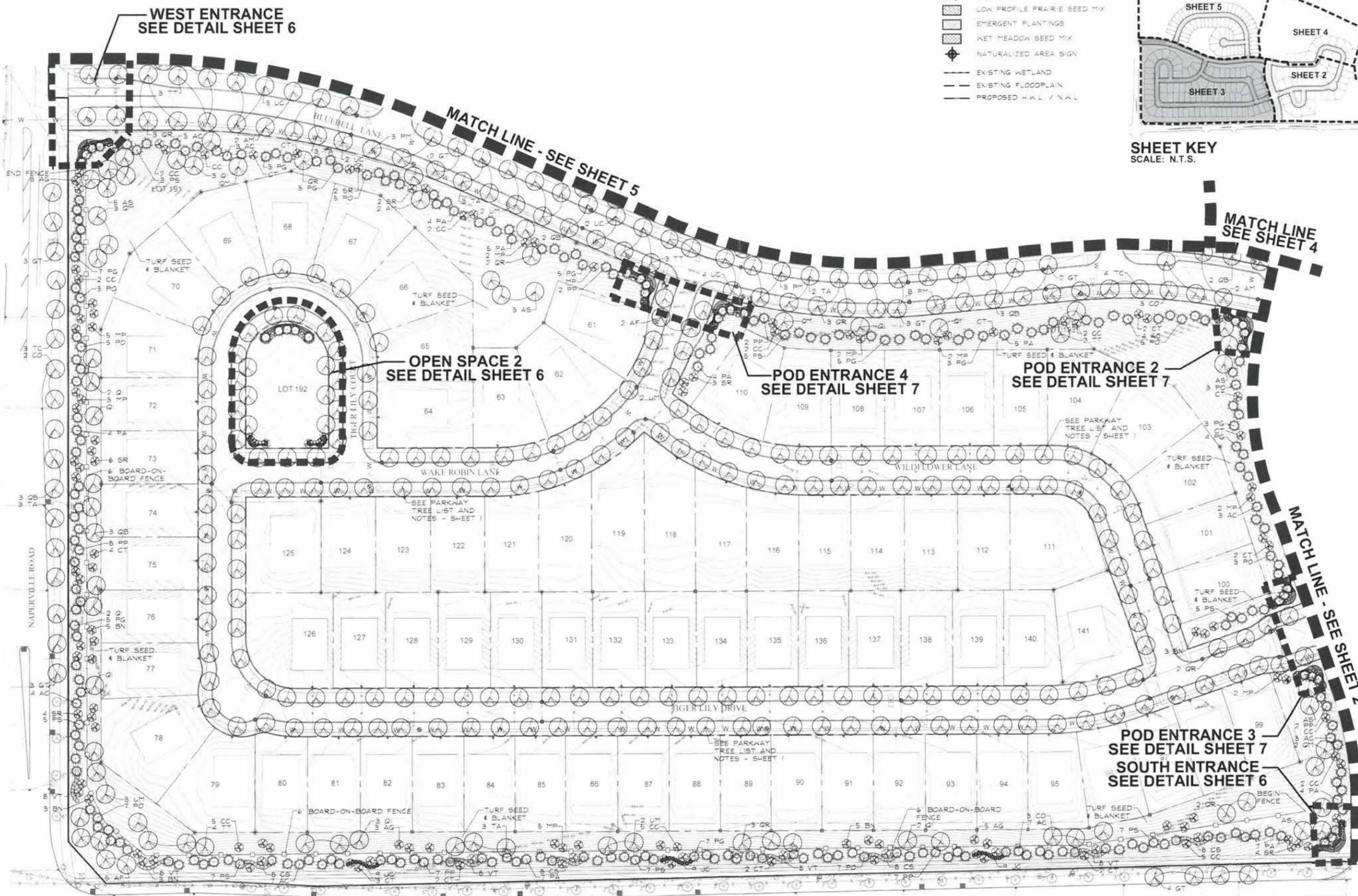
DATE ENGINEER:
ESM CIVIL SOLUTIONS, LLC.
 4320 WINFIELD ROAD, #200
 WARRENVILLE, ILLINOIS 60555

LEGEND

Key	Description
	LOW PROFILE PRAIRIE SEED MIX
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	NATURALIZED AREA SIGN
	EXISTING WETLAND
	EXISTING FLOODPLAIN
	PROPOSED H&L / N&L



SHEET KEY
 SCALE: N.T.S.



THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
LANDSCAPE PLAN

3 2.21.2022
 2 12.08.2021
 1 10.04.2021

REVISIONS

DATE 7.09.2021
 PROJECT NO. CRN2001
 DRAWN GFB
 CHECKED MGM
 SHEET NO.



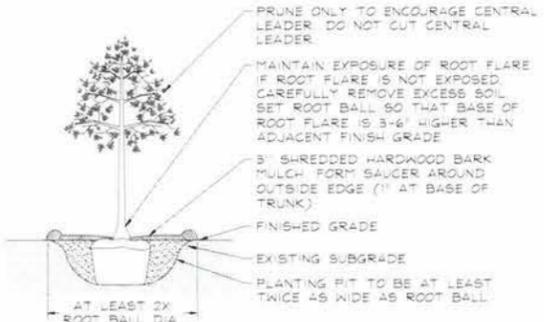
THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
LANDSCAPE PLAN

PLANTING DETAILS

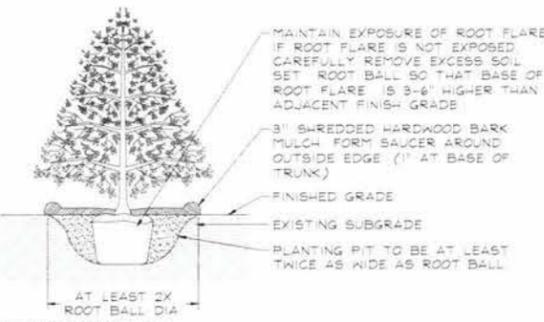


PERENNIALS AND GROUNDCOVERS
 NOT TO SCALE

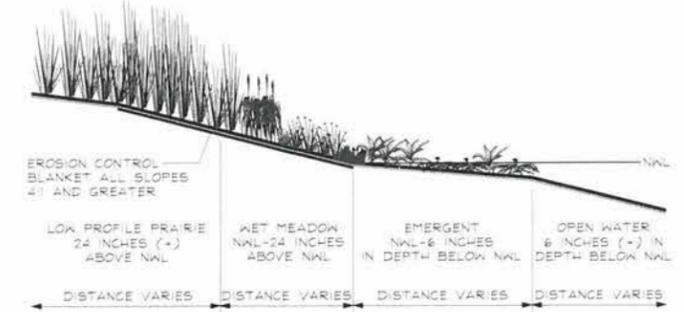
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 NOT TO SCALE



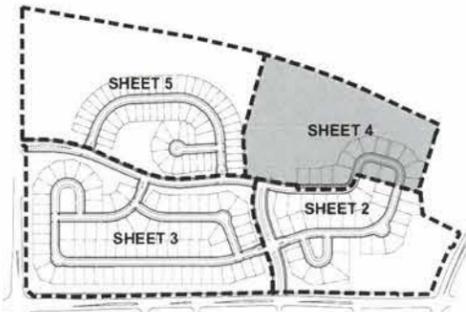
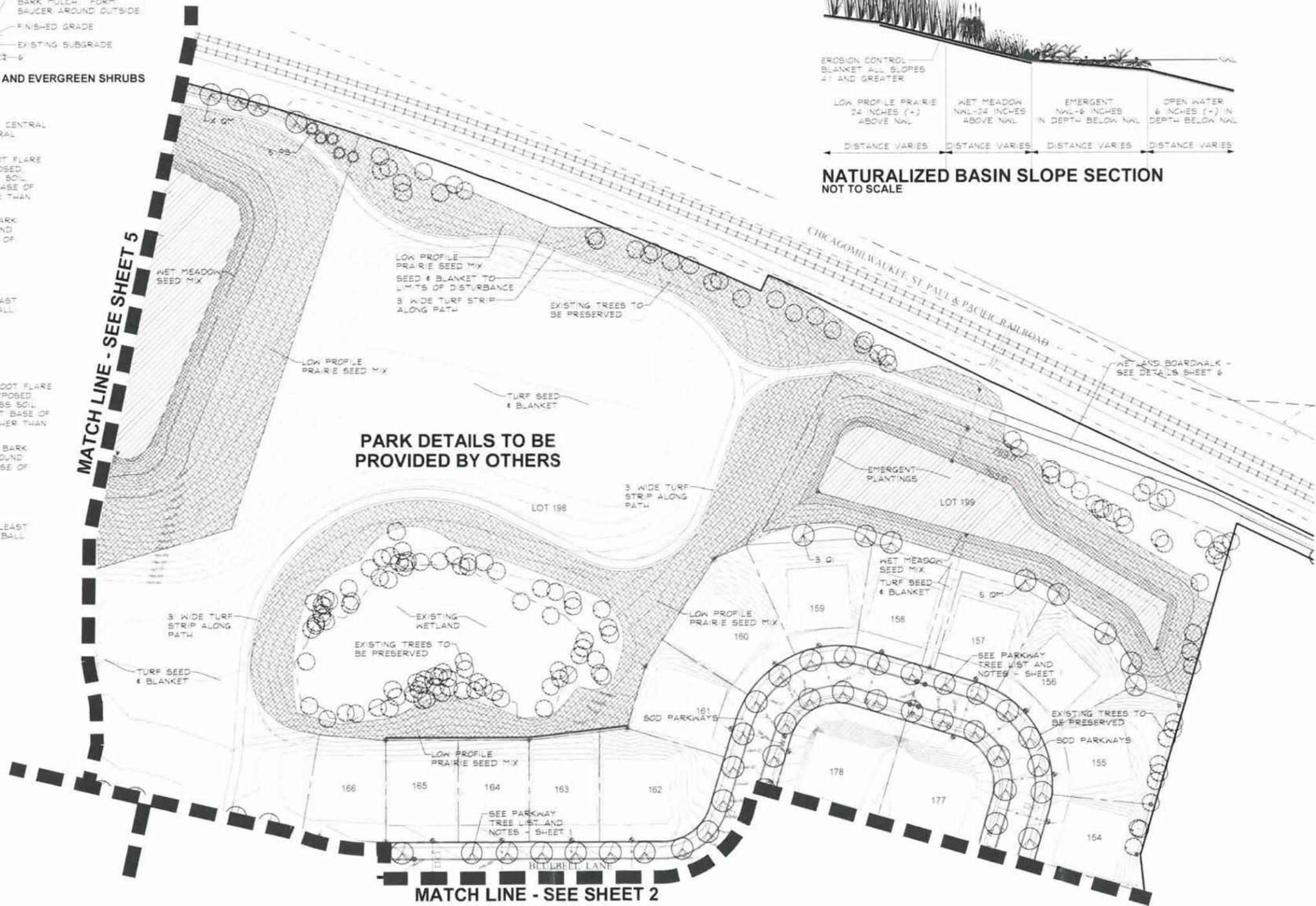
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 NOT TO SCALE



EVERGREEN TREES
 NOT TO SCALE



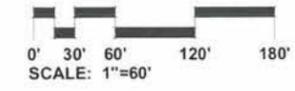
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 NOT TO SCALE



SHEET KEY
 SCALE: N.T.S.

LEGEND

Key	Description
[Pattern]	LOW PROFILE PRAIRIE SEED MIX
[Pattern]	EMERGENT PLANTINGS
[Pattern]	WET MEADOW SEED MIX
[Symbol]	NATURALIZED AREA SIGN
[Line]	EXISTING WETLAND
[Line]	EXISTING FLOODPLAIN
[Line]	PROPOSED H.W.L. / N.W.L.



REVISIONS

NO.	DATE
3	2.21.2022
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DATE: 7.09.2021
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GARY R. WEBER ASSOCIATES, INC.
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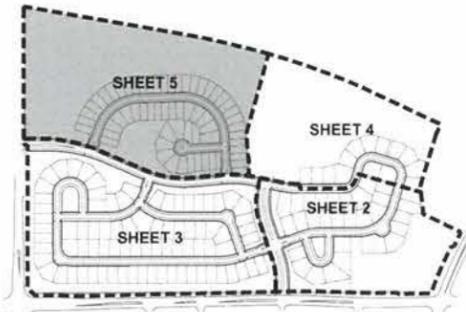
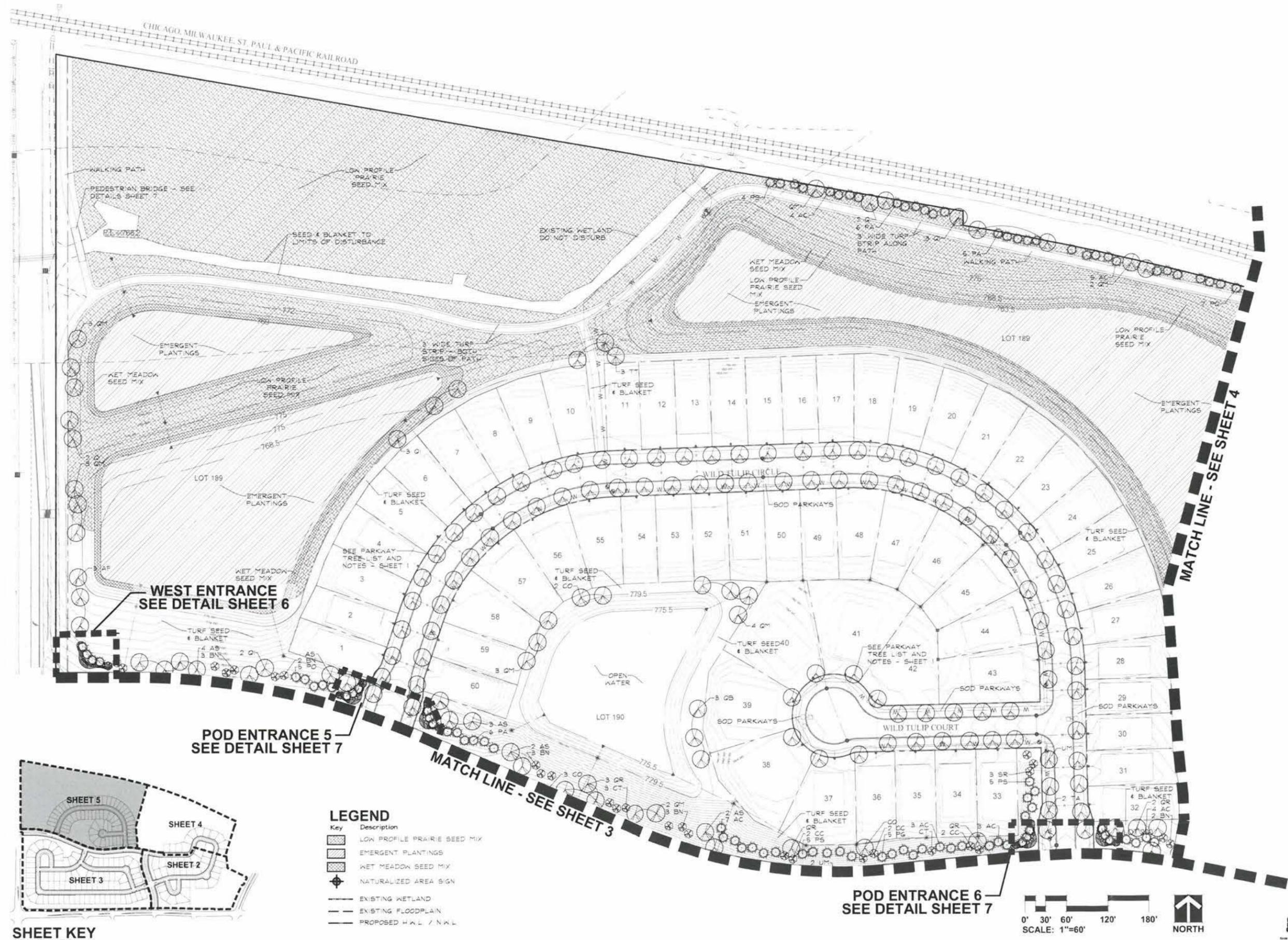
DEVELOPER
CROWN COMMUNITY DEVELOPMENT
 171 A WEST DEER ROAD
 NAPERVILLE, ILLINOIS 60563

DESIGNER
ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD, #200
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1

BARTLETT, ILLINOIS

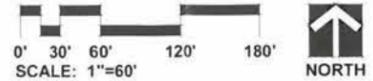
LANDSCAPE PLAN



SHEET KEY
 SCALE: N.T.S.

LEGEND

Key	Description
	LOW PROFILE PRAIRIE SEED MIX
	EMERGENT PLANTINGS
	WET MEADOW SEED MIX
	NATURALIZED AREA SIGN
	EXISTING WETLAND
	EXISTING FLOODPLAIN
	PROPOSED H.W.L. / N.W.L.



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NATIVE SEED MIXTURES

Temporary Cover Crop

Cover crops shall be installed in all planting areas containing dry mesic.

Botanical Name	Common Name	lbs / AC
Spring Cover Crop		
<i>Avena sativa</i>	Seed Oats	30 000
Fall or Dormant Cover Crop		
<i>Triticum aestivum</i>	Regreen	10 000

Emergent Wetland Plant Mix

Stormwater basin bottoms in areas with 6" of water

Botanical Name	Common Name	lbs / AC	Plugs / AC
<i>Acorus calamus</i>	Sweet Flag	0.500	494
<i>Alisma subcordatum</i>	Water Plantain	1.250	
<i>Iris virginica shrevei</i>	Blue Flag	0.500	494
<i>Juncus effusus</i>	Common Rush	0.500	
<i>Leersia oryzoides</i>	Rice Cut Grass	1.250	494
<i>Pontederia cordata</i>	Pickereel Weed	0.250	494
<i>Sagittaria latifolia</i>	Common Arrowhead	1.250	494
<i>Scirpus acutus</i>	Hardstem Bulrush	0.500	988
<i>Scirpus fluvialis</i>	River Bulrush	1.000	494
<i>Scirpus pungens</i>	Charmaker's Rush	0.250	
<i>Scirpus validus</i>	Great Bulrush	0.500	988
<i>Sparganium eurycarpum</i>	Bur Reed	1.000	494
Total Emergent Wetland Mix		8.750	5434

Wet Meadow Seed Mixture

Lower slopes of basin

Botanical Name	Common Name	lbs / AC
Grasses / Sedges		
<i>Carex bebbii</i>	Bebb's Oval Sedge	0.250
<i>Carex bicknelli</i>	Bicknell's Sedge	0.125
<i>Carex brevior</i>	Plains Oval Sedge	0.250
<i>Carex cristatella</i>	Crested Oval Sedge	0.060
<i>Carex molesta</i>	Field Oval Sedge	0.250
<i>Carex normalis</i>	Spreading Oval Sedge	0.015
<i>Carex scorpania</i>	Pointed Broom Sedge	0.190
<i>Carex stipata</i>	Common Fox Sedge	0.060
<i>Carex vespertina</i>	Brown Fox Sedge	0.250
<i>Elymus virginicus</i>	Virginia Wild Rye	3.000
<i>Glyceria striata</i>	Fowl Mania Grass	0.130
<i>Juncus dudleyi</i>	Dudley's Rush	0.020
<i>Juncus torreyi</i>	Torrey's Rush	0.031
<i>Panicum virgatum</i>	Switch Grass	3.000
<i>Scirpus atrovirens</i>	Dark Green Bulrush	0.060
<i>Scirpus cypripus</i>	Wool Grass	0.030
Total Grasses / Sedges		7.721

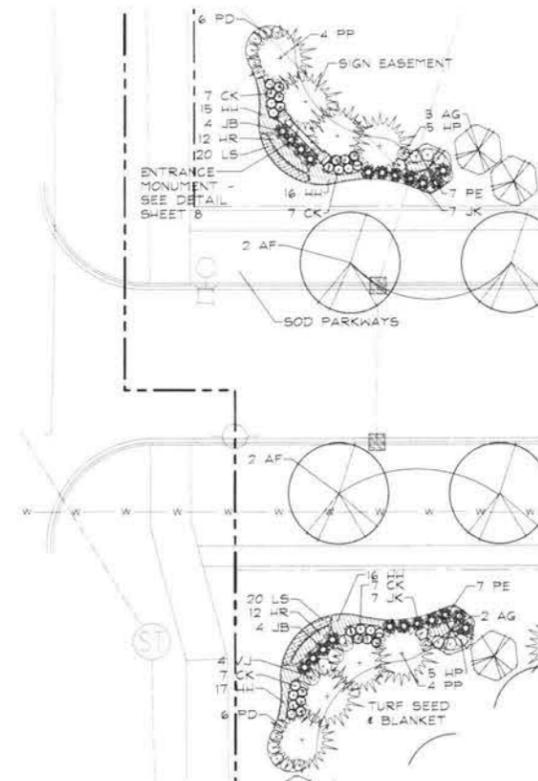
Wildflowers/Broadleaves

<i>Asclepias incarnata</i>	Swamp Milkweed	0.125
<i>Bidens cernua</i>	Nodding Bur Marigold	0.190
<i>Boltonia asteroides</i>	False Aster	0.031
<i>Chamaecrista fasciculata</i>	Partridge pea	0.188
<i>Euthamia graminifolia</i>	Grassleaved Goldenrod	0.300
<i>Eupatorium perfoliatum</i>	Common Boneset	0.015
<i>Helenium autumnale</i>	Sneezeweed	0.063
<i>Iris virginica shrevei</i>	Blue Flag Iris	1.000
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.031
<i>Mimulus ringens</i>	Monkey Flower	0.031
<i>Symphoricarum novae-angliae</i>	New England Aster	0.250
<i>Pycnanthemum virginianum</i>	Common Mountain Mint	0.063
<i>Rudbeckia fulgida var. sullivanti</i>	Showy Black-Eyed Susan	0.250
<i>Zizia aurea</i>	Golden Alexanders	0.500
Total Forbs		3.037
Total Sedge Meadow Seed Mix		10.758

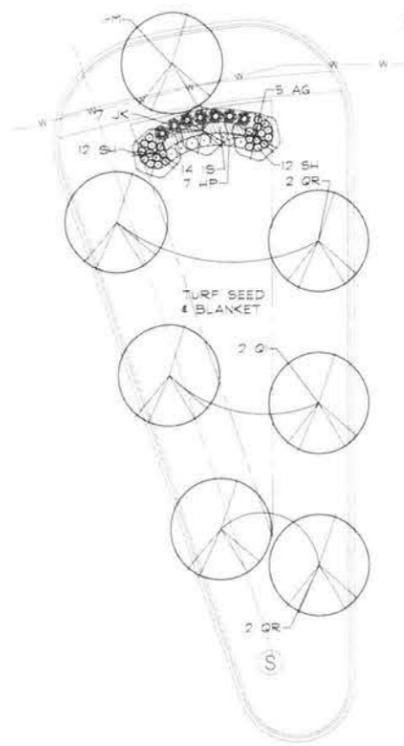
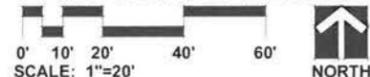
Low Profile Prairie with Flowers Seed Mix

Upper basin slopes

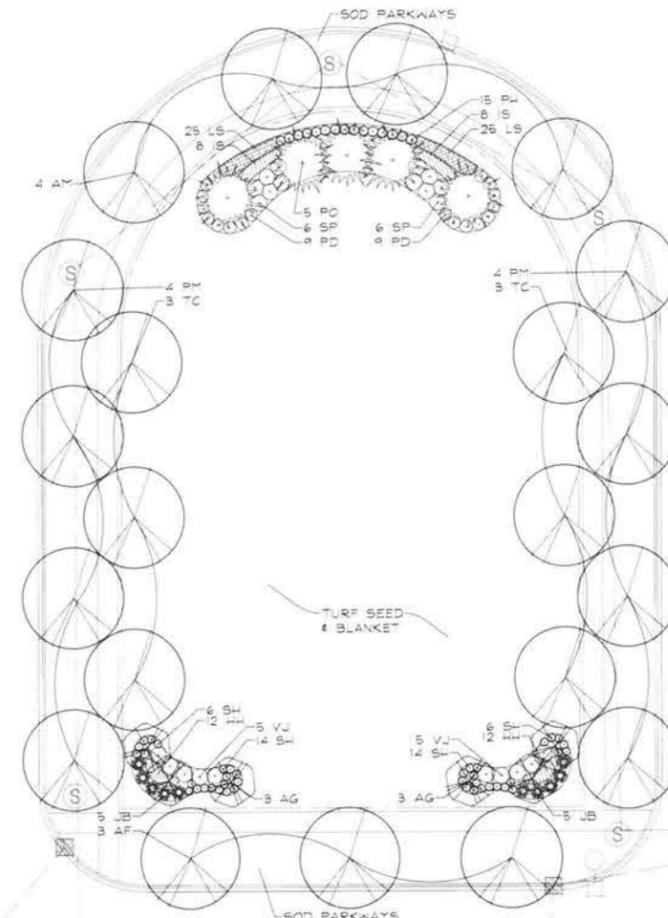
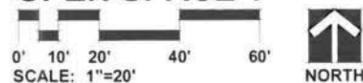
Botanical Name	Common Name	lbs / AC
Grasses		
<i>Bouteloua curtipendula</i>	Side Oats Grama	8 000
<i>Carex bicknelli</i>	Copper-Shouldered Ova Sedge	0.250
<i>Panicum virgatum</i>	Prairie Switch Grass	0.125
<i>Elymus trachycaulus</i>	Slender Wheatgrass	2 000
<i>Elymus canadensis</i>	Prairie Wild Rye	1 000
<i>Schizachyrium scoparium</i>	Little Bluestem	6 000
Total Grasses		17.375
Wildflowers/Broadleaves		
<i>Asclepias canadensis</i>	Whorled Milkweed	0.063
<i>Asclepias tuberosa</i>	Butterflyweed	0.500
<i>Baptisia alba</i>	White Wild Indigo	0.125
<i>Coreopsis palmata</i>	Prairie Coreopsis	0.125
<i>Coreopsis fruticosa</i>	Tall Coreopsis	0.125
<i>Echinacea pallida</i>	Pale Purple Coneflower	1 000
<i>Echinacea purpurea</i>	Purple Coneflower	0.500
<i>Eryngium yuccifolium</i>	Rattlesnake Master	0.125
<i>Lespedeza capitata</i>	Round-Headed Bush Clover	0.250
<i>Liatris aspera</i>	Rough Blazing Star	0.250
<i>Liatris pycnostachya</i>	Prairie Blazing Star	0.188
<i>Lupinus perennis</i>	Wild Lupine	2 000
<i>Mnarda fistulosa</i>	Prairie Bergamot	0.063
<i>Oligoneuron rigidum</i>	Stiff Goldenrod	0.250
<i>Parthenium integrifolium</i>	Wild Quinine	0.016
<i>Penstemon digitalis</i>	Foxglove Beard Tongue	0.125
<i>Petalostemum candidum</i>	White Prairie Clover	0.125
<i>Petalostemum purpureum</i>	Purple Prairie Clover	0.156
<i>Pycnanthemum tenuifolium</i>	Slender Mountain Mint	0.031
<i>Ratibida pinnata</i>	Yellow Coneflower	0.125
<i>Rudbeckia fulgida var. sullivanti</i>	Showy Black-Eyed Susan	0.500
<i>Rudbeckia hirta</i>	Black-Eyed Susan	0.500
<i>Rudbeckia subtomentosa</i>	Sweet Black-Eyed Susan	0.063
<i>Symphoricarum leave</i>	Smooth Blue Aster	0.063
<i>Tradescantia ohiensis</i>	Common Spiderwort	0.063
<i>Verbena stricta</i>	Hoary Verain	0.125
<i>Zizia aurea</i>	Golden Alexanders	0.500
Total Forbs		7.956
Total Low Profile Prairie Seed Mix		25.331



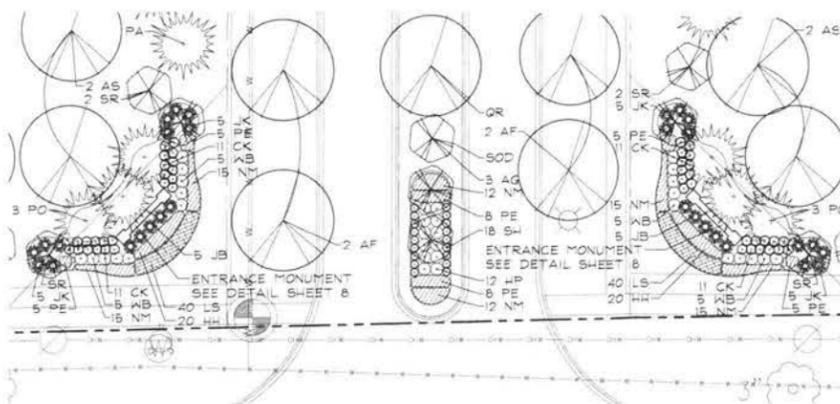
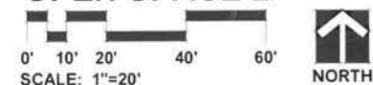
WEST ENTRANCE LANDSCAPE DETAIL



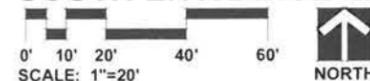
OPEN SPACE 1



OPEN SPACE 2



SOUTH ENTRANCE LANDSCAPE DETAIL



GRWA
GARY R. WEBER ASSOCIATES, INC.
 LAND PLANNING
 BIOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630-668-7197

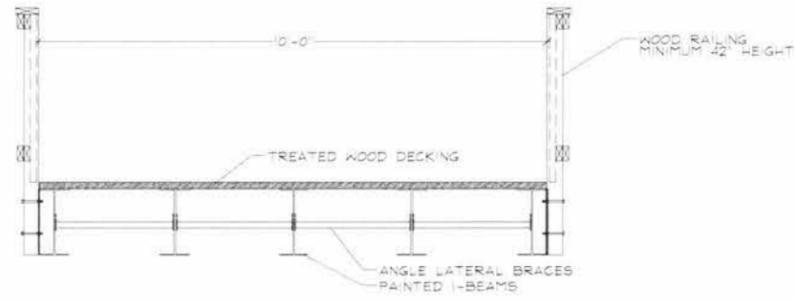
DEVELOPER
CROWN COMMUNITY DEVELOPMENT
 1331 W. WEST GENE ROAD
 NAPERVILLE, ILLINOIS 60563
 CIVIL ENGINEER
ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD #200
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
LANDSCAPE DETAILS

NO.	DATE	DESCRIPTION
3	2.21.2022	
2	12.08.2021	
1	10.04.2021	

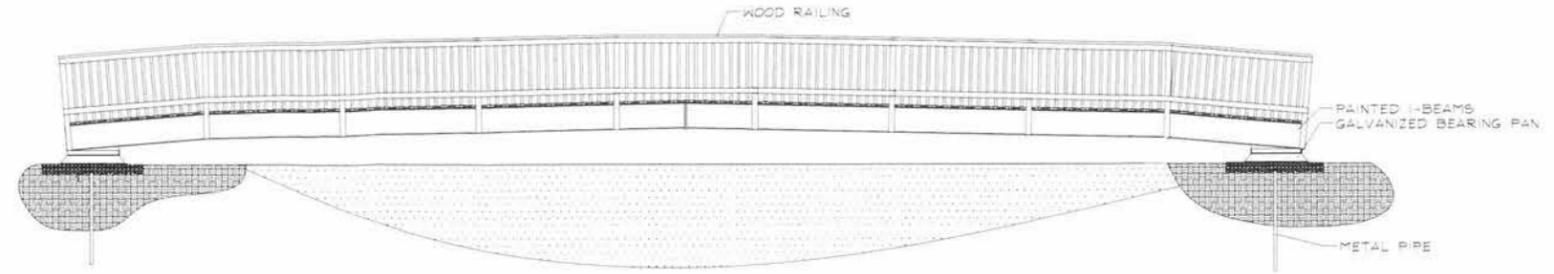
DATE 7.09.2021
 PROJECT NO. CRN2001
 DRAWN GFB
 CHECKED MGM
 SHEET NO.



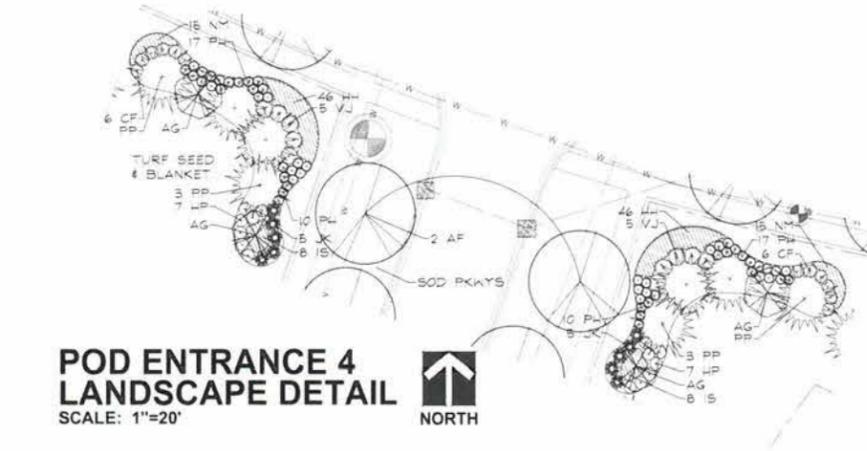


PEDESTRIAN BRIDGE / BOARDWALK SECTION DETAIL
NOT TO SCALE

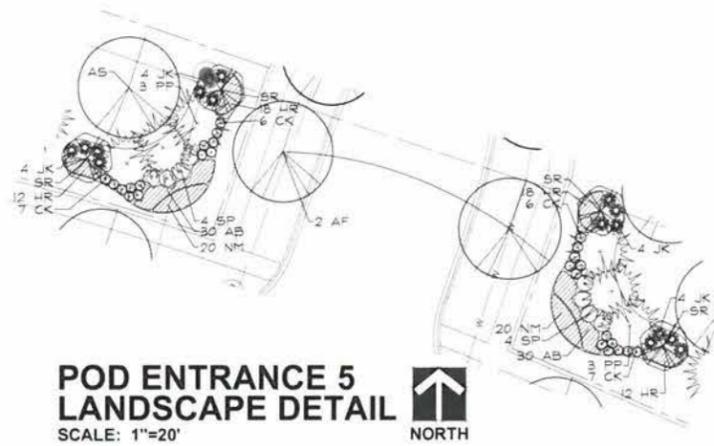
*NOTE: FINAL STAMPED DESIGN DRAWINGS TO BE PROVIDED PRIOR TO MANUFACTURING



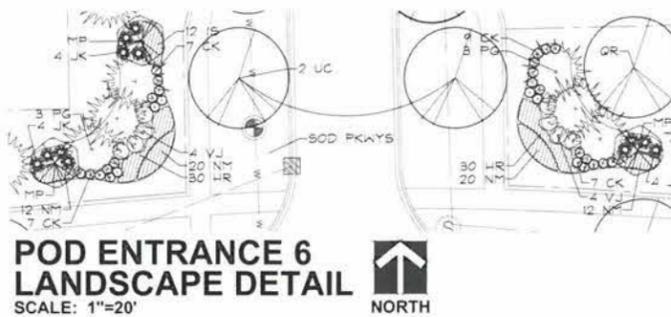
PEDESTRIAN BRIDGE ELEVATION
NOT TO SCALE



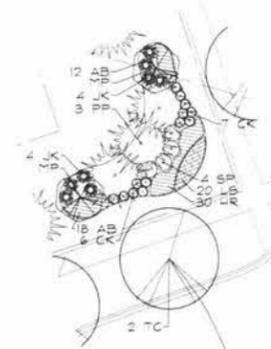
POD ENTRANCE 4 LANDSCAPE DETAIL
SCALE: 1"=20'



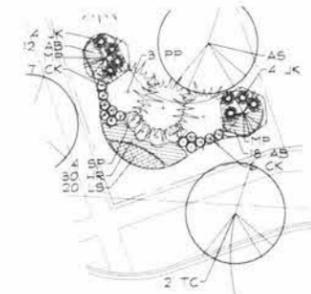
POD ENTRANCE 5 LANDSCAPE DETAIL
SCALE: 1"=20'



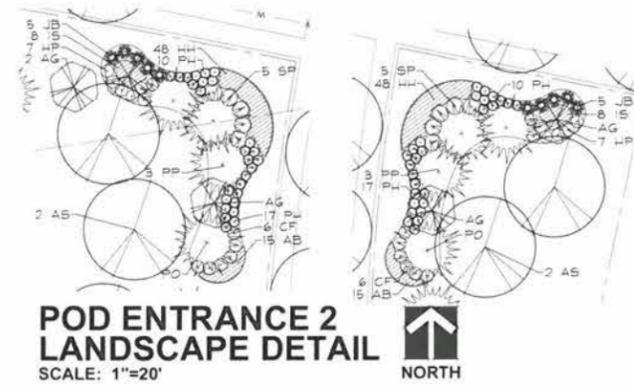
POD ENTRANCE 6 LANDSCAPE DETAIL
SCALE: 1"=20'



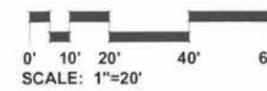
POD ENTRANCE 3 LANDSCAPE DETAIL
SCALE: 1"=20'



POD ENTRANCE 1 LANDSCAPE DETAIL
SCALE: 1"=20'



POD ENTRANCE 2 LANDSCAPE DETAIL
SCALE: 1"=20'



GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
BIOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
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WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

DEVELOPER:
CROWN COMMUNITY DEVELOPMENT
1751 A WEST DEHL ROAD
NAPERVILLE, ILLINOIS 60563
CIVIL ENGINEER:
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD, #200
WARRENVILLE, ILLINOIS 60555

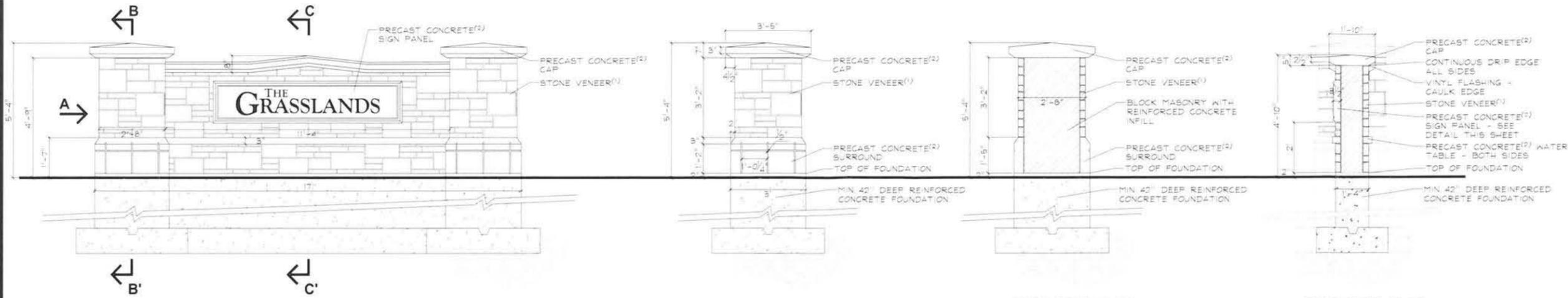
THE GRASSLANDS - PHASE 1

BARTLETT, ILLINOIS

LANDSCAPE DETAILS

NO.	DATE	DESCRIPTION
3	2.21.2022	
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DATE: 7.09.2021
PROJECT NO.: CRN2001
DRAWN: GFB
CHECKED: MGM
SHEET NO.:



ENTRANCE MONUMENT ELEVATION
SCALE: 1/2"=1'-0"

ELEVATION A

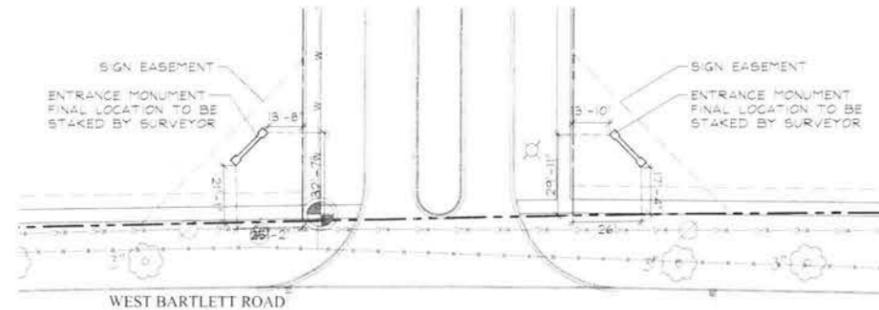
SECTION B-B'

SECTION C-C'

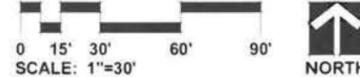
- (1) STONE VENEER
BUECHEL STONE CORP
MILL CREEK KENSINGTON BLEND ASHLAR
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (2) PRE-CAST CONCRETE COLOR: NATURAL
SUBMIT SAMPLES TO DEVELOPER FOR APPROVAL
- (3) SIGN LETTERING FONT: GOUDY OLD STYLE
PAINTED BLACK



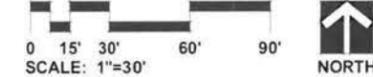
SIGN PANEL DETAILS
SCALE: 1"=1'-0"



SOUTH MONUMENT LAYOUT PLAN



WEST MONUMENT LAYOUT PLAN



ENTRANCE MONUMENT SPECIFICATIONS

- 1.0 DESCRIPTION OF WORK
 - A. The work consists of all labor, materials, work and equipment necessary and required to complete monuments, fence and foundations as shown on drawings or specified herein, including, but not limited to:
 1. Submission of color and material samples
 2. Submission of shop drawings
 3. Submission of construction schedule
 4. Verification of existing conditions and underground utilities
 5. Secure and pay for all permits, fees, inspections and schedule all inspections related to work, including J.U.L.I.E. locates
 6. Comply with all applicable codes
- 2.0 QUALITY ASSURANCE
 - A. Construction shall conform to Building Code Requirements for Engineered Brick Masonry, BIA, latest edition
 - B. All brick and stone shall be finest architectural grade free of cracks, chips, defects, etc.
 - C. Installation shall be by a company continuously and regularly employed in the installation of brick and stone monuments for a period of at least 5 consecutive years.
 - D. No masonry shall be laid when the temperature is expected to fall below 40 degrees F unless suitable means submitted in writing to the owner, are provided to heat materials and protect the work. Protect work from cold and frost and insure that mortar will harden without freezing. No additives shall be used, unless approved in writing by the owner.
 - E. All corners of monuments and piers are to be staked by engineer and verified by the contractor
- 3.0 JOB CONDITIONS
 - A. Examine and evaluate grades, and soils. Provide soil testing and verify soils structural integrity. Observe the conditions under which work is to be performed and notify the owner of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
 - B. Utilities: Review underground utility location maps and plans. Notify J.U.L.I.E. demonstrate an awareness of utility locations, and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.
 - C. All streets and curbs must be cleaned at the end of each working day.
 - D. All OSHA requirements for safety must be adhered to at all times.

- 4.0 GUARANTEES
 - A. Guarantee monuments 1 year from final acceptance on owner's representative on workmanship and materials.
 - B. Where failures have occurred resulting from the concrete not meeting the specified design strength, or workmanship, it shall be the responsibility of the subcontractors in connection with the supplier to take whatever corrective actions are necessary to eliminate the problem. In addition, it shall be their responsibility to make restitution for their resulting repair work created by the problem.
- 5.0 SUBMITTALS
 - A. Construction Schedule: After award of the Contract, the Contractor shall prepare and submit to the owner or an owner authorized representative an estimated construction progress schedule for the work, including sub-schedules of related activities which are essential to its progress, as well as lead-time for materials.
 - 1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction. Schedule to represent a continuous flow of construction activities so that there are no days of non-activity on site.
 - B. Product Samples: Submit samples of stone, architectural pre-cast, mortars and sealants, slate, light fixtures, tile, and ornamental fencing for the owner's design conformance review prior to delivery to site.
 - C. Product Data: Submit product data for stone, limestone, architectural pre-cast, mortars and joint sealants, slate, tile, light fixtures, and ornamental fencing.
 - D. Provide certificate of insurance per the owner's requirements
 - E. Provide names and contact information for any subcontractors and suppliers
 - F. Shop Drawings
 1. Prepare and submit to the Owner's Representative for design conformance review complete cutting and setting drawings for all masonry work.
 2. Submit one (1) set prints with following items in detail:
 - a) Sizes
 - b) Sections
 - c) Dimensions and numbering of stone and brick.
 - d) Arrangements of joints and bond
 3. Show jointing as indicated on the contract drawings, unless modification is reviewed for design conformance by Owner's Representative prior to preparation of shop drawings.
 4. Establish jointing in accordance with industry standards and practices where not indicated on contract drawings.

- 6.0 PRODUCT DELIVERY, STORAGE, AND HANDLING
 - A. Loading and Shipment
 1. Pack carefully for transportation, with exercise of all customary and reasonable precautions against damage in transit, all brick and limestone to be used for the work
 2. Load and ship all brick and cut stone in a sequence mutually agreed upon by the General Contractor and the material supplier.
 - B. Unloading and Storage
 1. Receive and unload at site all brick and stone with necessary care in handling to avoid damage or soiling
 2. Store brick and stone clear of ground on non-staining skids. Wood containing tannin, chemical treatment, or excessive amounts of resin, shall not be used.
 3. Cover brick and stone with waterproof, clean canvas, or polyethylene for protection from construction or natural elements
- 7.0 INSTALLATION
 - A. Mortar
 1. Cement: white, non-staining masonry cement, conforming to ASTM-C91
 2. Sand: Clean, sharp, and washed, capable of passing a No. 16 sieve, and in conformance with ASTM-C144. Carefully select sand for use in pointing mortar for color to match limestone. For pointing mortar, select a white sand.
 3. Lime: Hydrated, conforming to ASTM-C207, Type S
 4. Water: Clear, non-alkaline, potable and free of oils, salts, and other harmful elements.
 - B. Foundation

Concrete mix air entrainment, compressive strength at twenty-eight (28) days, and slump are to be designed and specified by the contractor's structural engineer.
 - C. Mortar Beds
 1. Lay brick with full mortar coverage on horizontal and vertical joints in all courses
 2. Provide sufficient mortar on ends of brick to completely fill head joints
 3. Rock closure into place with head joints thrown against two adjacent bricks in place.

- D. Mortar Joints: Horizontal and vertical face joints
 1. Nominal thickness: 3/8 inch
 2. Construct uniform joints
 3. Shove vertical joints tight
 4. Tool concave joints in exposed surfaces when thumbprint hard
 5. Width, depth, and tooling of all mortar joints shall be consistent and shall not vary more than 1/8"
 6. Movement joints: Keep clean of all mortar and debris.
- E. Flashing
 1. Install complete and continuous under stone copings and other projections.
 2. Lap joints 6". Seal entire contact surface with mastic.
 3. Provide a mortar wash at the base of the cavity, underneath the through-wall flashing, pitching out.
 4. Cover flashing with mortar
- F. Weepholes
 1. Provide 3/8" cotton rope weeps. Rope weeps shall extend thru the veneer face and inside the cavity, lying on top and along the bottom length of the flashing. Cut rope flush with wall face.
 2. Maximum spacing: rope weeps 16 inches o.c. at wall base; 16 inches o.c. at lintels above openings.
 3. Keep weepholes and area above flashing free of mortar droppings.
- B.0 CLEAN UP AND PROTECTION
 - A. All material shall be washed with fiber brushes, soap powder, and clean water or Owner reviewed mechanical cleaning process.
 - B. Sand blasting, wire brushes, or acids shall not be used. Exceptions may be considered if reviewed by the Owner or an Owner authorized representative.
 - C. During work, store materials and equipment as directed by the owner
 - D. Protect work and materials from damage due to operations by other trades and trespassers. Maintain protection during installation.
- 9.0 INSPECTION AND ACCEPTANCE
 - A. The Owner and or the Owner's representative reserves the right to inspect materials and workmanship at the site prior to, during construction, or at the time of inspection for compliance with these specifications.
 - B. Notify the Owner's representative when completed, for final design conformance review.

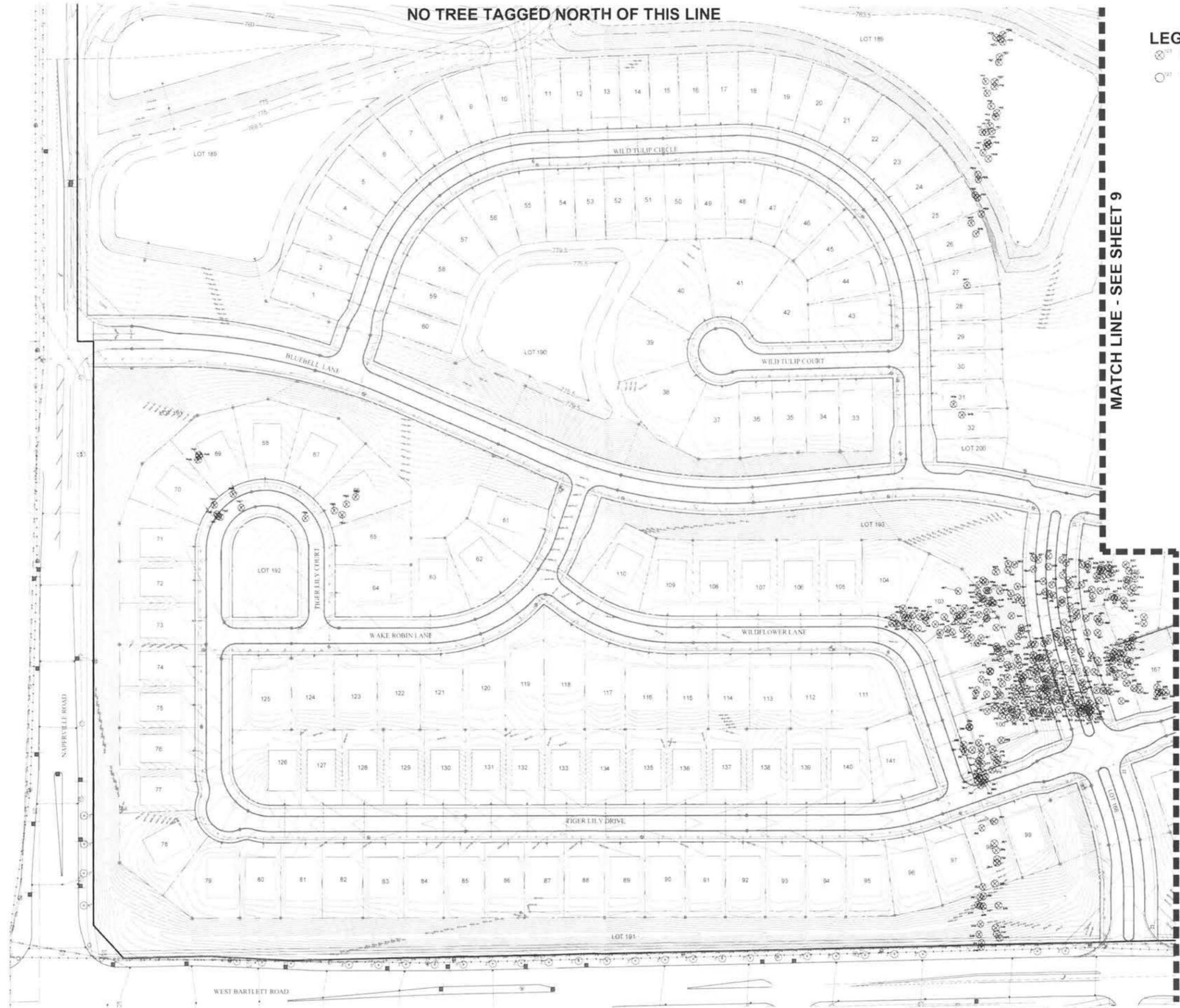
GRWA
GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
BIOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 W. LIBERTY DRIVE
WHEATON, ILLINOIS 60187
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DEVELOPER
CROWN COMMUNITY
DEVELOPMENT
1751 A WEST DEHL ROAD
NAPERVILLE, ILLINOIS 60563
CIVIL ENGINEER
ESM CIVIL SOLUTIONS, LLC
4323 WINFIELD ROAD, #200
WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
BARTLETT, ILLINOIS
MONUMENT DETAILS

3	2.21.2022
2	12.08.2021
1	10.04.2021

DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFH
CHECKED	MGH
SHEET NO.	



LEGEND
 ⊗ REMOVED TREE
 ○ PRESERVED TREE

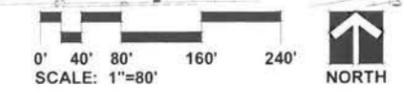
GRWA
 GARY R. WEBER
 ASSOCIATES, INC.
 LAND PLANNING
 BIOLOGICAL CONSULTING
 LANDSCAPE ARCHITECTURE
 402 W. LIBERTY DRIVE
 WHEATON, ILLINOIS 60187
 PHONE: 630-668-7197

DEVELOPER
 CROWN COMMUNITY
 DEVELOPMENT
 1751 A WEST DEHL ROAD
 NAPERVILLE, ILLINOIS 60563
 CIVIL ENGINEER
 ESM CIVIL SOLUTIONS, LLC.
 4320 WINFIELD ROAD #200
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
TREE PRESERVATION PLAN

NO.	DATE	REVISIONS
3	2.21.2022	
2	12.08.2021	
1	10.04.2021	

DATE: 7.09.2021
 PROJECT NO.: CRN2001
 DRAWN: GFB
 CHECKED: MGM
 SHEET NO.



MATCH LINE - SEE SHEET 8

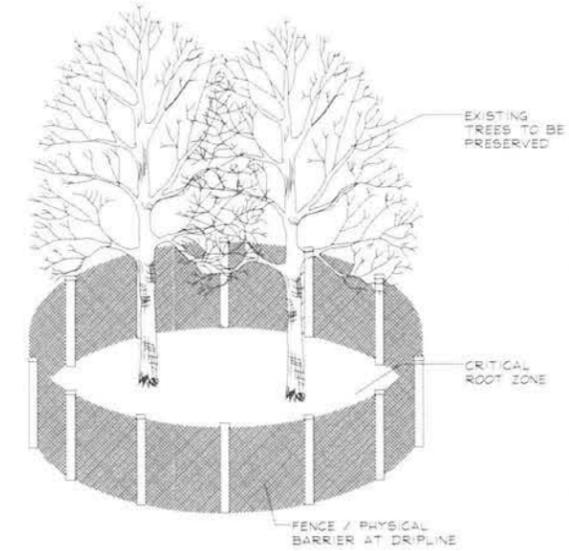
MATCH LINE - SEE SHEET 8

LEGEND

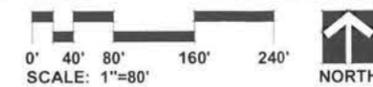
- ⊗¹³ REMOVED TREE
- ¹² PRESERVED TREE

TREE PRESERVATION NOTES

1. 48" high snow fence or wood barriers shall extend to the dripline of the tree or tree mass whenever possible, shall be installed before construction begins, and should not be removed until the completion of construction.
2. All accidental damage to existing trees that are to be preserved shall be promptly treated as required in accordance with recognized horticultural practices and the instructions of the professional Arborist, Landscape Architect or Horticulturist.
3. Broken or badly bruised branches shall be removed with a clean cut, if recommended by the professional Arborist, Landscape Architect or Horticulturist.
4. Care shall be exercised by the contractors to protect all over-head limbs and branches from damage by contact with material, machinery or equipment and by damage from engine exhaust.
5. Contractors shall protect trees and vegetation against spills or discharge of fuels, lubricating oils, hydraulic fluids, anti-freeze and coolants, calcium chloride, lime and all other similar hydrocarbons, organic chemicals, and other materials which can be harmful.
6. When underground utilities are proposed within 5' of a preserved tree trunk, they must be augered if possible.



TREE PRESERVATION DETAIL



GRWA
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DEVELOPER:
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 NAPERVILLE, ILLINOIS 60563

CIVIL ENGINEER:
ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD #200
 WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
 BARTLETT, ILLINOIS
TREE PRESERVATION PLAN

NO.	DATE	REVISIONS
3	2.21.2022	
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1	10.04.2021	

DATE: 7.09.2021
 PROJECT NO.: CRN2001
 DRAWN: GFB
 CHECKED: MGM
 SHEET NO.:





GARY R. WEBER
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DEVELOPER
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DEVELOPMENT
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CONS. ENGINEER
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4320 WINFIELD ROAD #200
WARRENVILLE, ILLINOIS 60555

THE GRASSLANDS - PHASE 1
BARTLETT, ILLINOIS
TREE INVENTORY

3 2.21.2022
2 12.08.2021
1 10.04.2021
REVISIONS

DATE 7.09.2021
PROJECT NO. CRN2001
DRAWN GFB
CHECKED MGM
SHEET NO.

Tag #	Species Name	Common Name	Tree DBH	Condition	Prepared
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Tag #	Species Name	Common Name	Tree DBH	Condition	Prepared
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Tag #	Species Name	Common Name	Tree DBH	Condition	Prepared
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300

Tag #	Species Name	Common Name	Tree DBH	Condition	Prepared
301
302
3					

LANDSCAPE WORK PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

The work shall consist of furnishing, transporting and installing all seeds, plants and other materials required for:

- The establishment of trees, shrubs, perennial, annual and lawn areas as shown on Landscape Plan.
- The provision of post-planting management as specified herein.
- Any remedial operations necessary in conformance with the plans as specified in this document.
- Permits which may be required.

1.2 QUALITY ASSURANCE

A. Work shall conform to State of Illinois Horticultural Standards and local municipal requirements.

B. Quality Control Procedures:

- Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.
- Do not make substitutions. If specified landscape material is not obtainable, submit to Landscape Architect proof of non-availability and proposal for use of equivalent material.
- Analysis and Standards: Package standard products with manufacturers' certified analysis.

1.3 SUBMITTALS

A. Planting Schedule

Submit three (3) copies of the proposed planting schedule showing dates for each type of planting.

B. Maintenance Instruction - Landscape Work

Submit two (2) copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to expiration of required maintenance periods.

Instructions shall include: watering, fertilizing, spraying, mulching and pruning for plant material and trimming groundcover. Instructions for watering, fertilizing and mowing grass areas shall be provided ten (10) days prior to request for inspection for final acceptance. Landscape Architect shall receive copies of all instructions when issued.

C. Submit two (2) copies of soil test of existing topsoil with recommendations for soil additive requirement to Landscape Architect for review and written approval.

D. Submit two (2) samples of shredded hardwood bark mulch, erosion control blankets, and all other products and materials as specified on plans to Landscape Architect for review and written approval.

E. Nursery packing lists indicating the species and quantities of material installed must be provided to the Owner and/or Municipality upon request.

1.4 JOB CONDITIONS

A. Examine and evaluate grades, soils and water levels. Observe the conditions under which work is to be performed and notify Landscape Architect of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

B. Utilities: Review underground utility location maps and plans, notify local utility location service, demonstrate an awareness of utility locations and certify acceptance of liability for the protection of utilities during course of work. Contractor shall be responsible for any damage to utilities or property.

C. Excavation: When conditions detrimental to plant growth are encountered such as rubble fill, adverse drainage conditions or obstructions, notify Landscape Architect before planting.

1.5 GUARANTEES

A. Guarantee seeded and sodded areas through the specified maintenance period and until final acceptance.

B. Guarantee trees, shrubs, and perennials for a period of one year after date of acceptance against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others or unusual phenomena or incidents which are beyond Landscape Installer's control.

C. Native Planting Area Performance Criteria

1st Full Growing Season: 90% of cover crop shall be established. There shall be no bare areas greater than two (2) square feet in seeded areas. At least 25% of vegetation coverage shall be native, non-invasive species. At least 50% of the emergent species, if planted as plugs shall be alive and apparent.

2nd Full Growing Season: All areas with the exception of emergent zones shall exhibit full vegetative cover. At least 50% of the vegetation coverage shall be native, non-invasive species.

3rd Full Growing Season: At least 75% of vegetation coverage shall be native, non-invasive species. Non-native species shall constitute no more than 25% relative areal coverage of the planted area.

100% of all woody vegetation shall be alive and in healthy condition.

For Buffer Enhancement Areas, the native floristic quality index value (native FQI) shall be greater than or equal to 20 over the buffer area. A native mean coefficient of conservatism value (native mean C value) of greater than or equal to 3.5 shall be achieved within the buffer area. The floristic quality assessment method is described in Bullock and Wilhelm, Plants of the Chicago Region.

Invasive species for this project shall include the following: *Asterias artemisiifolia* & *trifida* (Common & Giant Ragweed), *Cirsium arvense* (Canada Thistle), *Dioscorea latifolia* (Cis-leaved Taro), *Dioscorea sylvatica* (Common Taro), *Lytium silicicola* (Purple Loosestrife), *Melilotus* sp. (Sweet Clover), *Phalaris arundinacea* (Reed Canary Grass), *Phragmites australis* (Giant Reed), *Fallopia japonica* (Japanese Knotweed), *Rhynchos cathartica* & *frangula* (Common & Glossy Buckthorn), *Type* sp. (Broadleaf, Narrowleaf, and Hybrid Cattail).

LANDSCAPE WORK PART 2 - PLANT MATERIALS

2.1 LAWN SOD

Provide strongly rooted sod, not less than two (2) years old and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant) and in strips not more than 18" wide x 4' long. Provide sod composed of a 5-way blend of Kentucky Bluegrass such as Midnight, Alliance, Viva, Washington, Liberty.

2.2 LAWN SEED MIXTURE

Grass Seed: Provide fresh, clean, new crop seed complying with the tolerance for purity and germination established by the Official Seed Analysts of North America. Provide seed of the grass species, proportions and maximum percentage of weed seed, as specified.

A. Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.

- 50% Kentucky Bluegrass PB/BS
- 15% Cutter Perennial Ryegrass
- 10% Spartan Hard Fescue
- 10% Edge Perennial Ryegrass
- 10% Express Perennial Ryegrass
- 5% Perennial Creeping Red Fescue

B. Temporary Lawn Seed Mixture - 5 lbs. / 1,000 sq. ft.

- 40% Kentucky Bluegrass PB/BS
- 40% Perennial Ryegrass
- 20% Annual Ryegrass

2.3 NATIVE PLANTING MIXTURES

Provide fresh, clean, new crop of the species and proportions as specified. Native seed and live plant material shall be obtained from a reputable supplier (approved by Landscape Architect) that has collected from sources east of the Mississippi River within the same EPA Level III Ecoregion as the project site (Central Corn Belt Plains). Any material sourced from outside this ecoregion must be approved by the Landscape Architect prior to installation.

For each species, the amount of seed indicated on the specifications shall mean the total amount of pure live seed (PLS) per acre. Seed tags and PLS testing information shall be provided to the Landscape Architect prior to seeding.

It is the sole responsibility of the Native Landscape Contractor to provide approved seed that meets industry-standard PLS requirements.

See sheet 6 for seed mixes.

2.4 GROUNDCOVERS, PERENNIALS AND ANNUALS

Provide plants established and well-rooted in removable containers or integral peat pots and with not less than the minimum number and length of runners required by ANSI Z601 for the pot size shown or listed.

2.5 TREES AND SHRUBS

A. Name and Variety: Provide nursery grown plant material true to name and variety.

B. Quality: Provide trees, shrubs and other plants complying with the recommendations and requirements of ANSI Z601 (Standard for Nursery Stock) and as further specified.

C. Deciduous Trees: Provide trees of height and caliper listed or shown and with branching configuration recommended by ANSI Z601 for type and species required. Provide single stem trees except where special forms are shown or listed. Provide balled and burlapped (B&B) deciduous trees.

D. Deciduous Shrubs: Provide shrubs of the height shown or listed and with not less than the minimum number of canes required by ANSI Z601 for the type and height of shrub required. Provide balled and burlapped (B&B) deciduous shrubs.

E. Coniferous Evergreen: Provide evergreens of the sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types. Provide quality evergreens with well-balanced form complying with requirements for other size relationships to the primary dimension shown. Provide balled and burlapped (B&B) evergreen trees and containerized shrubs.

F. Inspection: All plants shall be subject to inspection and review at the place of growth or upon delivery and conformity to specification requirements as to quality, right of inspection and rejection upon delivery at the site or during the progress of the work for size and condition of balls or roots, diseases, insects and latent defects or injuries. Rejected plants shall be removed immediately from the site.

2.6 PLANTING SOIL MIXTURE

Provide planting soil mixture consisting of clean uncompact topsoil (stockpiled at site) for all planting site, perennial, annual and groundcover areas. Topsoil shall be conditioned based on any recommendations resulting from the soil test in 1.3.C.

2.7 EROSION CONTROL

A. Lawn Seed Areas Erosion Control Blanket: North American Green D5T5, or equivalent approved equal.

B. Native Areas Erosion Control Blanket: North American Green S150, or equivalent approved equal.

C. Shoreline and Sloped Berm Areas Erosion Control Blanket: North American Green SC150, or approved equal. To be installed per manufacturer's recommendations.

D. Refer to latest Engineering & Erosion Control Plans for any areas to receive permanent or long-term blanket installation.

2.8 MULCH

Provide mulch consisting of shredded hardwood. Provide sample to Landscape Architect for approval prior to ordering materials.

LANDSCAPE WORK PART 3 - EXECUTION

3.1 PLANTING SCHEDULE

At least thirty (30) days prior to the beginning of work in each area, submit a planting schedule for approval by the Landscape Architect.

3.2 PLANTINGS

A. Sodding New Lawns

- Remove existing grass, vegetation and turf. Dispose of such material legally off-site, do not turn over into soil being prepared for lawns.
- Till to a depth of not less than 6", apply soil amendments as needed, remove high areas and fill in depressions, till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- Sodded areas shall receive an application of commercial fertilizer at the rate of 10 lbs. per 1,000 sq. ft. and shall have an analysis of 16-8-8.
- Lay sod within 24 hours from time of stripping.

- Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod strips, do not overlap. Stagger strips to offset joints in adjacent courses. Work from boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces of sod, remove excess to avoid smothering of adjacent grass.
- Water sod thoroughly with a fine spray immediately after planting.

B. Seeding New Lawns

- Remove existing grass, vegetation and turf. Dispose of such material legally off-site. Do not turn over into soil being prepared for lawns.
- Till to a depth of not less than 6", apply soil amendments, remove high areas and fill in depressions, till soil to a homogenous mixture of fine texture, remove lumps, clods, stones over 1" diameter, roots and other extraneous matter. Dispose of such material legally off-site.
- Sodded lawn areas shall receive an application of commercial fertilizer at the rate of 5 lbs. per 1,000 sq. ft. and shall be 6-24-24. Fertilizer shall be uniformly spread and mixed into the soil to a depth of 1" inches.
- Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
- Sow seed using a spreader or seeding machine. Do not seed when wind velocity exceeds five (5) miles per hour. Distribute seed evenly over entire area by sowing equal quantity in two directions at right angles to each other.
- Sow not less than specified rate.
- Rake lawn seed lightly into top 1" of soil, roll lightly and water with a fine spray.

C. Seeding Native Areas

- The period for planting prairie seed shall be from April 1 to May 15 or November 1 to just before the first frost. Seeding outside of these timeframes must be approved by the landscape architect. Native seed planted outside of specified timeframes must have at least 60 days of growth prior to frost. Dormant seeding in winter is possible if soil conditions allow.
- The General Contractor and Native Landscape Contractor shall be responsible for performing all work necessary to achieve and maintain an acceptable seeded prior to seeding. All areas must be properly prepared before seeding begins. Equipment having low unit pressure ground contact shall be utilized within the planting areas.
- If present, compacted soils shall be disked or raked prior to seeding. Remedial measures for the access area may, at the direction of the Wetland Consultant, involve ripping from 12 to 18 inches of the soil horizon prior to diskage.
- Prior to seeding, planting areas shall have at least twelve inches of clean un-compacted topsoil. Clumps, clods, stones over 2" diameter, roots and other extraneous matter shall be removed and disposed of legally off-site.
- Granular mycorrhizal inoculants shall be installed with the seed mix at a rate of 40lbs/acre. Inoculant can be banded under seed, worked into seed or added into spray tanks. Native areas shall not receive fertilizer.
- Contractor shall be solely responsible for the proper handling and storage of the seed according to the best seed handling and storage practices, including fungicide treatments and stratification considerations. Owner shall make no compensation for damage to the seed because of improper storage, cleaning, threshing, or screening operations.
- Except where site conditions preclude their use, seeding shall be performed using a Truax drill, Truax Trillion seeder or comparable equipment designed specifically for installation of native seed. For areas where site conditions preclude the use of specialized equipment, seed may be installed through hand broadcasting and followed by light raking. Hand broadcast seed shall be spread at twice the specified rate. Other methods of seed installation may be used with prior approval from the Landscape Architect.
- Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. In general, the optimum seeding depth is 0.25 inch below the soil surface. Areas where the seed has not been incorporated into the soil to the proper depths will not be accepted, and no compensation for materials or labor for the rejected work will be made by the Owner.
- Seeding and soil tracking/firming shall not be done during periods of rain, severe drought, high winds, excessive moisture, frozen ground, or other conditions that preclude satisfactory results.
- Wet mesic and emergent areas shall be planted, and seed allowed to germinate (if possible), prior to flooding with significant amounts of water. Any areas of significant permanent water located within the planting area will receive live plugs in lieu of seed.
- After the seeding operation is completed, install erosion control blanket per manufacturer's specifications.
- Emergent plugs shall be planted in natural groupings within designated areas containing saturated soils or shallow inundation. Plants within groupings shall be planted at 2 foot centers.
- Emergent plugs shall not be planted less than the specified rate and shall be protected with goose enclosures surrounding all natural groupings of plugs.

E. Groundcover and Perennial Beds

Groundcover, perennials, and annuals shall be planted in continuous beds of planting soil mixture a minimum of 6" deep. Install per spacing indicated on plan.

F. Trees and Shrubs

- Set balled and burlapped (B&B) stock plants and in center of pit or trench with top of ball at an elevation that will keep the root flare exposed upon backfill and mulching. Remove burlap from top and sides of balls, retain on bottoms. When set, place additional topsoil backfill around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- Dish top of backfill to allow for mulching. Provide additional backfill berm around edge of excavations to form shallow saucer to collect water.
- Mulch pits, trenches and planted areas. Provide not less than 2" thickness of mulch and work into top of backfill and finish level with adjacent finish grades. Maintain exposed root flare at all times.

- Prune only injured or dead branches from flowering trees, if any. Protect central leader of tree during shipping and pruning operations. Prune shrubs to retain natural character in accordance with standard horticultural practices.
- Remove and replace excessively pruned or ill-formed stock resulting from improper pruning.
- The Contractor shall be wholly responsible for assuring that all trees are planted in a vertical and plumb position and remain so throughout the life of this contract and guarantee period. Trees may or may not be staked and guyed depending upon the individual preference of the Contractor, however, any bracing procedure(s) must be approved by the Owner prior to its installation.

3.3 INITIAL MAINTENANCE

A. Begin maintenance immediately after planting, continuing until final acceptance. A minimum of thirty (30) days.

B. Maintain planted and seeded areas by watering, rolling/grading, replanting and implementing erosion control as required to establish vegetation free of eroded or bare areas.

C. Highlands Fescue and Native Planting areas are to be mowed only once per spring during the initial three year establishment period.

3.4 NATIVE LANDSCAPED AREAS CONTINUED MONITORING & MAINTENANCE

A. Monitoring

The Owner shall notify the Municipality upon completion of plantings. The Owner's Environmental Specialist shall inspect the plantings and provide the Municipality with a copy of the planting locations, species, and quantities for verification.

The Owner's Environmental Specialist shall inspect the plantings at least twice per year during the three-year term of the Establishment and Maintenance Cash Bond or Letter of Credit, to determine compliance with the minimum annual performance criteria (See 5C Guarantees). A monitoring report will be provided to the Municipality by January 31st following each inspection.

B. Maintenance

First Season:

With the exception of the emergent area, native seeding areas should be mowed to a height of 6" to control annual, nonnative and invasive species early in the growing season. Mowing, including weed whipping, should be conducted during prior to weed seed production. Mowing height and timing may need to be adjusted per target species. Small quantities of undesirable plant species shall be controlled by hand pulling prior to the development and maturity of the plant. Hand removal shall include the removal of all above-ground and below-ground stems, roots and flower masses prior to development of seeds. Herbicide should be applied as necessary by a trained and licensed operator that is competent in the identification of native and nonnative herbaceous plants. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Second Season:

Control of undesirable plant species during the second growing season shall consist primarily of precise herbicide application. Mowing and weed whipping shall be conducted as needed during the early growing season and as needed to a height of 6 to 8 inches to prevent annual weeds from producing seed. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Third, Fourth, and Fifth Years

Seasonal mowing and herbicide will continue as above but should be reduced over time. Debris and litter shall be removed from the native areas and storm structures shall be inspected and maintained as necessary.

Long Term Wetland and Prairie Management/Maintenance

A final compliance report and Long-Term Operation and Maintenance Plan shall be submitted by the Developer/Owner's Environmental Specialist no less than 60 days prior to the expiration of any landscape Cash Bond or Letter of Credit posted for the native areas. Final acceptance and release shall be determined by the County/Municipality/USACE upon inspection of the site to verify compliance.

The Long-Term Operation and Maintenance Plan shall be written to include guidelines and schedules for burning, mowing, application of herbicide, debris/litter removal and inspection schedule for storm structures and sediment removal.

3.5 CLEAN UP AND PROTECTION

A. During landscape work, store materials and equipment where directed. Keep pavements clean and work areas and adjoining areas in an orderly condition.

B. Protect landscape work and materials from damage due to landscape operations, operations by other trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed by Landscape Architect.

3.6 INSPECTION AND ACCEPTANCE

A. The Landscape Architect reserves the right to inspect seeds, plants, trees and shrubs either at place of growth or at site before planting for compliance with requirements for name, variety, size, quantity, quality and mix proportion.

B. Supply written affidavit certifying composition of seed mixtures and integrity of plant materials with respect to species, variety and source.

C. Notify the Landscape Architect within five (5) days after completing initial and/or supplemental plantings in each area.

D. When the landscape work is completed, including maintenance, the Landscape Architect will, upon request, make a final inspection to determine acceptability. After final acceptance, the Owner will be responsible for maintenance.

DEVELOPER:
CROWN COMMUNITY DEVELOPMENT
1314 WEST DEER ROAD
NAPERVILLE, ILLINOIS 60563

CONTRACTOR:
ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD #200
WARRENVILLE, ILLINOIS 60555

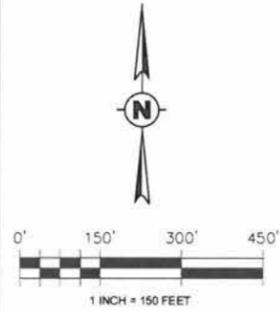
THE GRASSLANDS - PHASE 1
BARTLETT, ILLINOIS
LANDSCAPE SPECIFICATIONS

NO.	DATE
3	2.21.2022
2	12.08.2021
1	10.04.2021

DATE	7.09.2021
PROJECT NO.	CRN2001
DRAWN	GFB
CHECKED	MGM
SHEET NO.	

FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

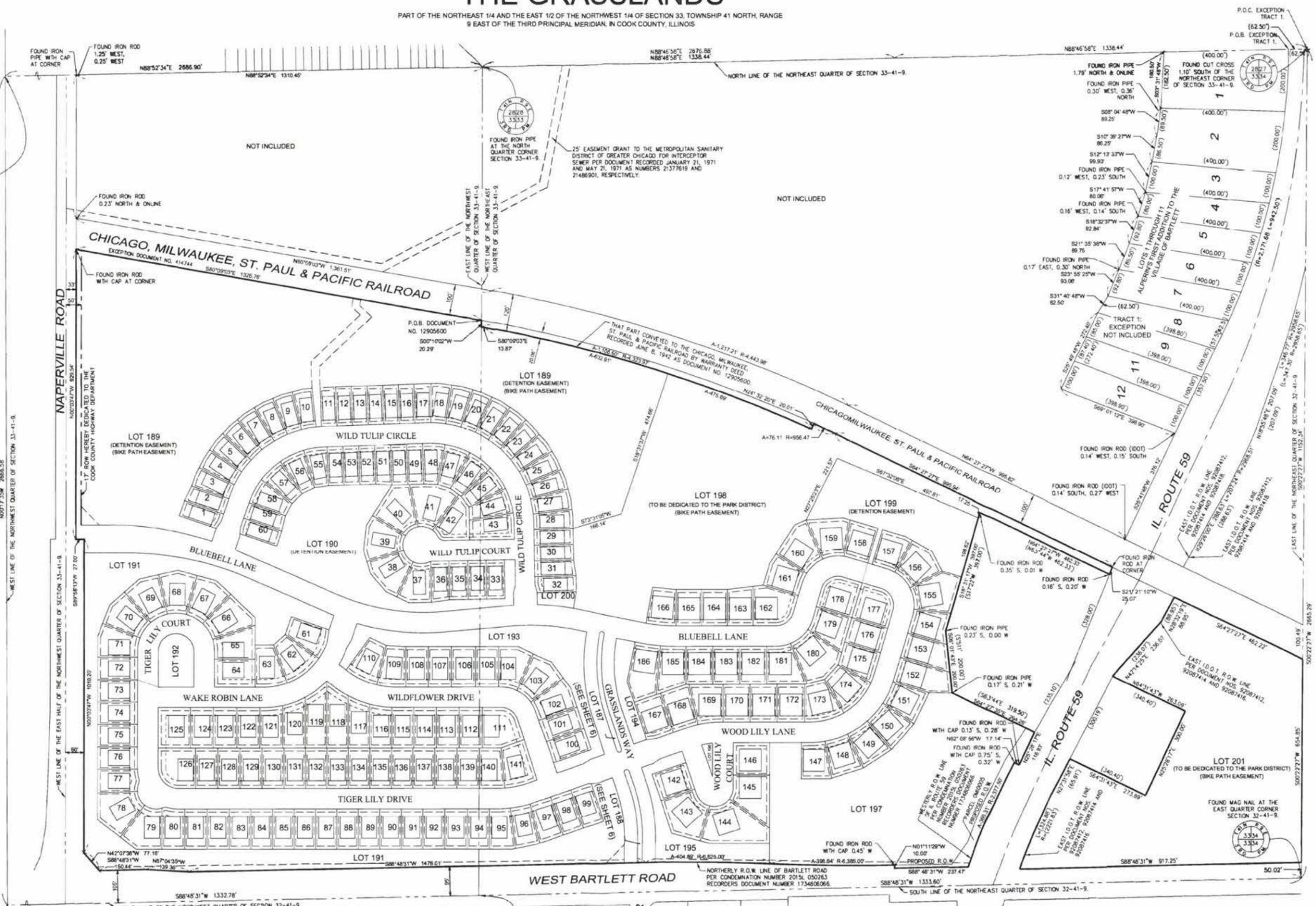
PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



FOUND IRON PIPE AT THE NW CORNER SECTION 33-41-9.



FOUND IR AT THE W QUARTER CORNER SECTION 32-41-9.



HOME OWNER'S ASSOCIATION NOTE
 PARCELS 187-196 AND 199-200 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS' ASSOCIATION.

TOTAL ACREAGE
 PROPOSED SUBDIVISION CONTAINS 5,313,193 SQUARE FEET MORE OR LESS OR 121.974 ACRES MORE OR LESS

OWNER, SUBDIVIDER & DEVELOPER
 BARTLETT 59, LLC
 1751A WEST DIEHL ROAD
 NAPERVILLE, IL 60563

CURRENT ZONING
 THE PROPERTY IS CURRENTLY ZONED: PD PLANNED DEVELOPMENT

NOTE
 THE 1"=150' SCALE DRAWING ON SHEET 1 IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 THRU 5 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

PLAT OF SUBDIVISION
 THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	06/06/21	PER VILLAGE COMMENTS
2	10/06/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4	01/13/22	REVISED ROUTE 6
5	01/13/22	CHKD.
6	01/13/22	CHKD.
7	01/13/22	CHKD.
8	01/13/22	CHKD.

ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555
 O 630-300-0953 C 630-824-0620
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



REGIONAL LAND SERVICES
 270 VIDA COURT
 SYCAMORE, ILLINOIS 60178
 PHONE: (618) 559-2260

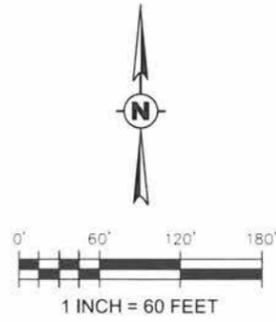


PROJECT NO. 19-0123
 DATE: 03/20/2021
 SHEET 1 OF 6
 DRAWING NO. 1

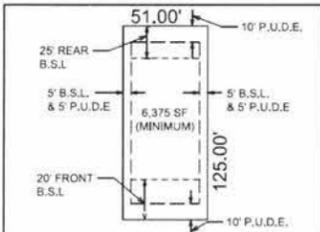
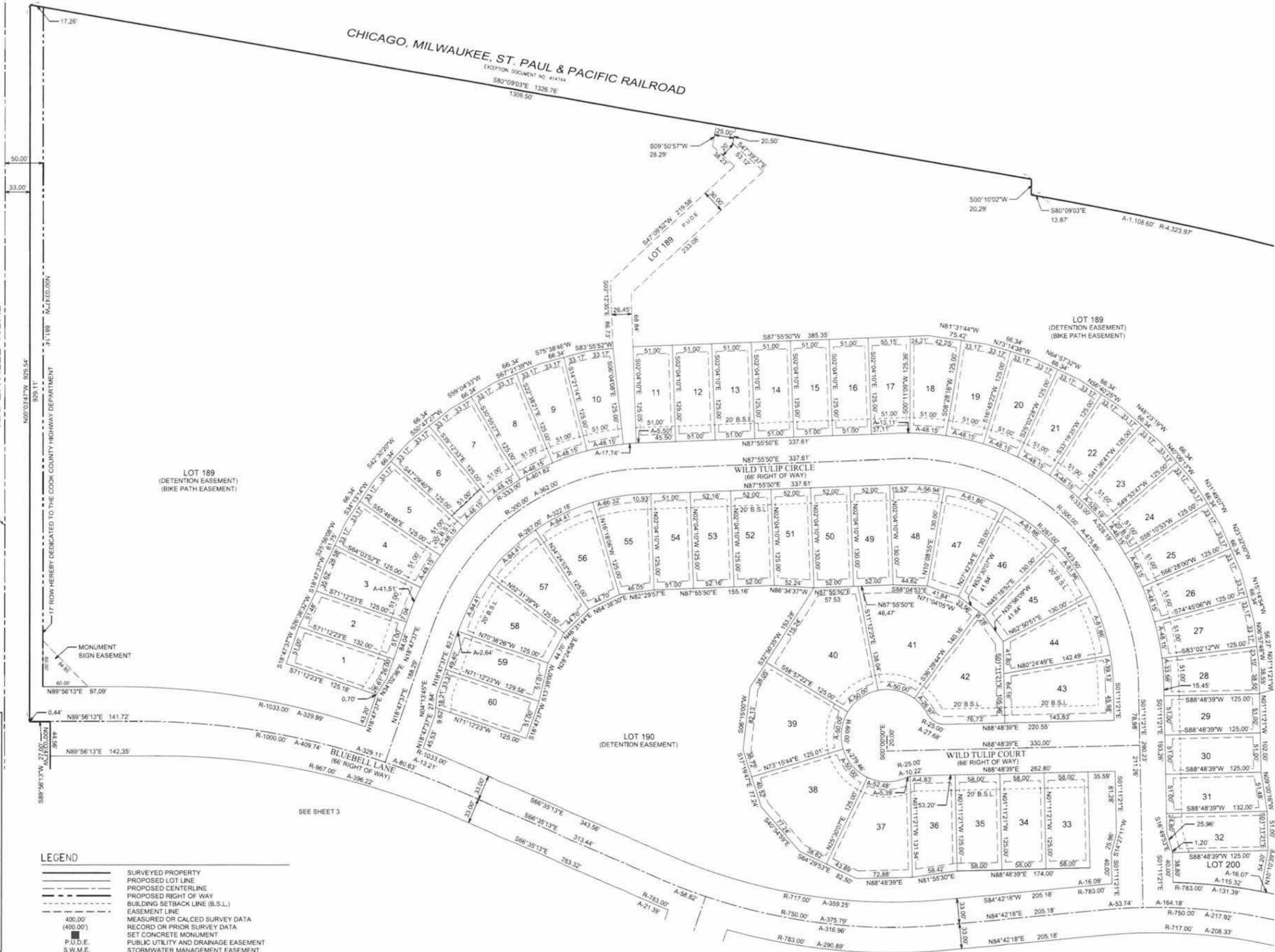
PLAT DATE: 03/20/2021
 DRAFTER: J. W. WILSON
 FILE NAME: 19-0123.DWG

FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 33-41-9
NAPERVILLE ROAD



TYPICAL LOT DETAIL (LOTS 1 THRU 60)

- ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED
- UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION (20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT).
- THE REAR YARD SETBACK FOR LOTS 41-50 IS 30'.

LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- PROPOSED CENTERLINE
- PROPOSED RIGHT OF WAY
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALCULATED SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT

CLIENT: DAVID & MONIKA WATERS
FILE NAME: 18-0123.DWG

PLAT OF SUBDIVISION
THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	06/06/21	PER VILLAGE COMMENTS
2	10/02/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4		
5		
6		
7		
8		

ESM CIVIL SOLUTIONS, LLC
4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555
C: 630-300-9933 C: 630-682-0200
F: 630-300-9933
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



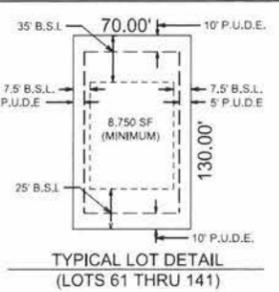
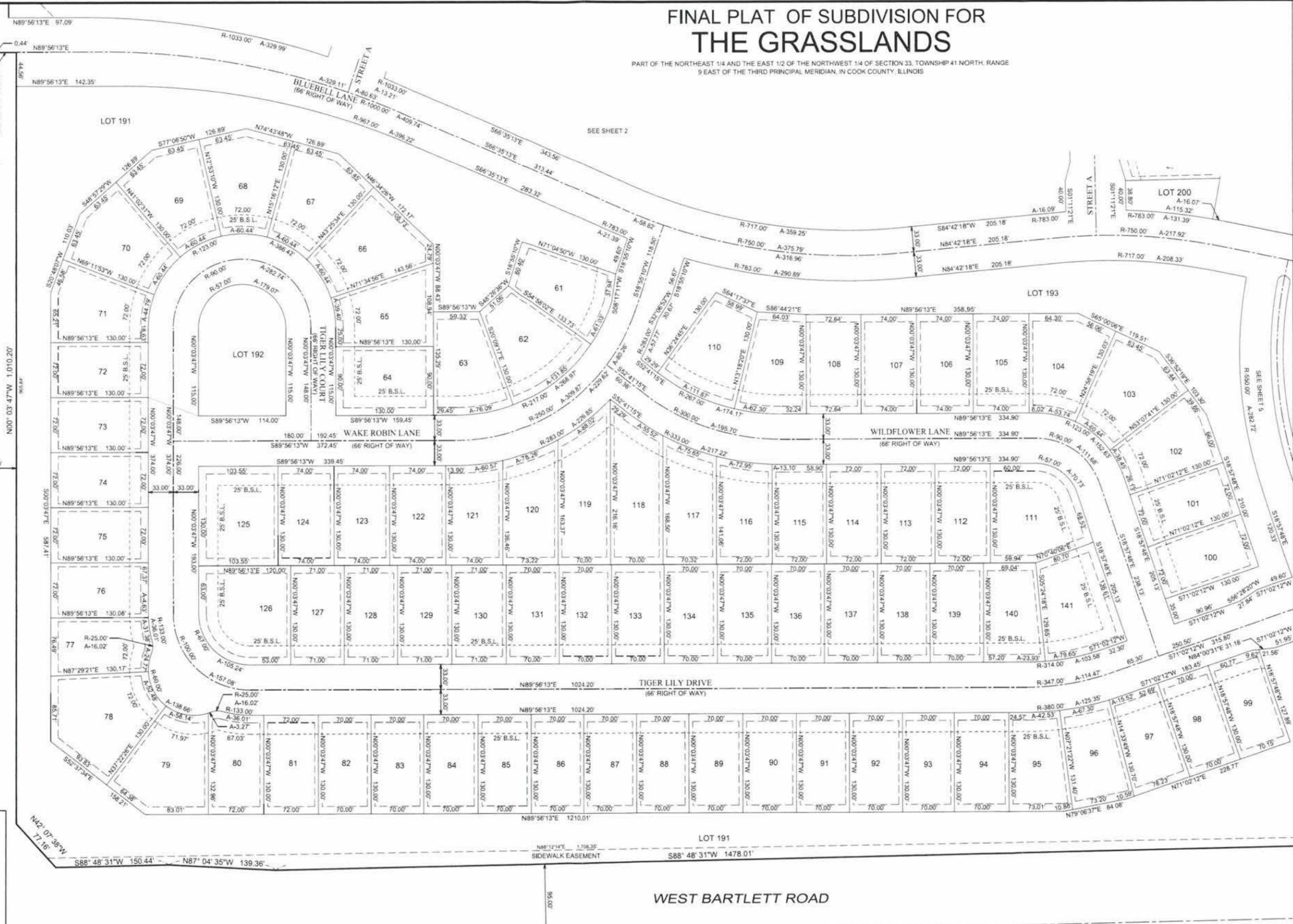
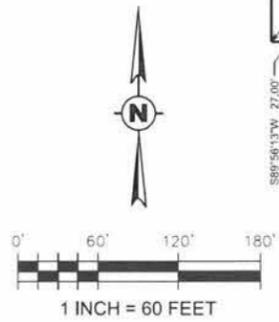
REGIONAL LAND SERVICES
270 VIDA COURT
SYCAMORE, ILLINOIS 60178
PHONE: (618) 559-2260



PROJECT NO. 18-0123
DATE: 03/20/2021
SHEET 2 OF 6
DRAWING NO. 2

FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



LEGEND

	SURVEYED PROPERTY
	PROPOSED LOT LINE
	PROPOSED CENTERLINE
	PROPOSED RIGHT OF WAY
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	MEASURED OR CALCULATED SURVEY DATA
	RECORD OR PRIOR SURVEY DATA
	SET CONCRETE MONUMENT
	PUBLIC UTILITY AND DRAINAGE EASEMENT
	STORMWATER MANAGEMENT EASEMENT
400.00'	
(400.00')	
P.U.D.E.	
S.W.M.E.	

TYPICAL LOT DETAIL (LOTS 61 THRU 141)

- ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED
- UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 25' FRONT YARD BUILDING RESTRICTION & A 25' CORNER SIDE YARD BUILDING RESTRICTION (25' SIDEYARDS ARE ON THE EAST SIDE OF SUBJECT LOT).

PLAT OF SUBDIVISION
THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1		PER VILLAGE COMMENTS
2		PER VILLAGE COMMENTS
3		PER VILLAGE COMMENTS
4		PER VILLAGE COMMENTS
5		PER VILLAGE COMMENTS
6		PER VILLAGE COMMENTS
7		PER VILLAGE COMMENTS
8		PER VILLAGE COMMENTS
9		PER VILLAGE COMMENTS
10		PER VILLAGE COMMENTS

ENGINEER:
 FSM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555
 O: 630-300-0933 C: 630-624-0530
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY



REGIONAL LAND SERVICES
 270 VIDA COURT
 SYCAMORE, ILLINOIS 60178
 PHONE: (618) 559-2260



PROJECT NO. 19-0123
 DATE: 03/20/2021
 SHEET 3 OF 6
 DRAWING NO.
3

FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
SS.
COUNTY OF DEKALB)

THIS IS TO CERTIFY THAT I, RUDY P. DIXON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR HAVE SURVEYED, SUBDIVIDED AND PLATTED FOR THE OWNERS THEREOF THAT:

THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE DEED DATED MARCH 3, 1945 AND RECORDED IN THE COUNTY OR LESS, ALSO EXCEPTING THEREFROM RECORDER'S OFFICE IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 13490455 AND RECORDED IN BOOK 39843 ON PAGE 204, EXCEPTING THEREFROM.

THAT PART OF SAID PREMISES CONVEYED TO THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, AS RECORDED BY DOCUMENT NUMBER 414744, ALSO EXCEPTING.

THAT PART CONVEYED TO HENRY A. SCANDRETT, WALTER J. CUMMINGS AND GEORGE I. HAIGHT, TRUSTEES OF THE PROPERTY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, THEIR SUCCESSORS AND ASSIGNS AND RECORDED AS DOCUMENT NUMBER 1290680, FILED FOR RECORD JUNE 8, 1942, RECORD BOOK 37528, PAGE 311 CONTAINING 9.7153 ACRES, MORE OR LESS, AND THAT PART CONVEYED FROM JENNIE ALPERIN AND NORMAN ALPERIN TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087412 CONTAINING 0.126 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087414, CONTAINING 0.873 ACRES, MORE OR LESS, AND THAT PART CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NUMBER 92087416, CONTAINING 1.772 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

TRACT 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 82.5 FEET FOR A PLACE OF BEGINNING; THENCE WEST ALONG SAID NORTH LINE 400.0 FEET; THENCE SOUTH 3 DEGREES 31 MINUTES 48 SECONDS WEST, 182.5 FEET; THENCE SOUTH 8 DEGREES 4 MINUTES 48 SECONDS WEST, 89.5 FEET; THENCE SOUTH 10 DEGREES 39 MINUTES 27 SECONDS WEST, 86.5 FEET; THENCE SOUTH 12 DEGREES 13 MINUTES 33 SECONDS WEST, 100.0 FEET; THENCE SOUTH 17 DEGREES 41 MINUTES 57 SECONDS WEST 80.0 FEET; THENCE SOUTH 18 DEGREES 32 MINUTES 37 SECONDS WEST, 92.8 FEET; THENCE SOUTH 21 DEGREES 35 MINUTES 36 SECONDS WEST, 89.5 FEET; THENCE SOUTH 23 DEGREES 55 MINUTES 25 SECONDS WEST, 92.8 FEET; THENCE SOUTH 31 DEGREES 40 MINUTES 48 SECONDS WEST, 82.5 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 48 SECONDS WEST, 272.4 FEET; THENCE SOUTH 89 DEGREES 1 MINUTES 12 SECONDS EAST, 388.9 FEET TO THE WESTERLY LINE OF THE PUBLIC HIGHWAY (ROUTE 59); THENCE NORTH 25 DEGREES 46 MINUTES 48 SECONDS EAST, 357.5 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT, TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 217.68 FEET, FOR A DISTANCE OF 942.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 13 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

TRACT 2:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHEAST 1/4 WITH THE CENTER LINE OF STATE ROUTE 59; THENCE ALONG SAID CENTER LINE 498.9 FEET; THENCE ALONG A LINE THAT FORMS AN ANGLE OF 90 DEGREES OF 0 MINUTES TO THE LEFT WITH THE PROLONGATION OF SAID CENTER LINE, 50.0 FEET TO THE WESTERLY LINE OF AFORESAID STATE ROUTE 59, FOR A PLACE OF BEGINNING; THENCE NORTH 26 DEGREES 19 MINUTES EAST ALONG THE AFORESAID WESTERLY LINE OF STATE ROUTE 59, 235.1 FEET; THENCE NORTH 22 DEGREES 10 MINUTES EAST ALONG SAID WESTERLY LINE, 328.0 FEET TO A POINT IN A LINE OF 25.0 FEET SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE NORTH 63 DEGREES 44 MINUTES WEST ALONG SAID PARALLEL LINE, 462.33 FEET; THENCE SOUTH 17 DEGREES 22 MINUTES WEST, 397.0 FEET; THENCE SOUTH 5 DEGREES 11 MINUTES EAST, 200.0 FEET; THENCE SOUTH 63 DEGREES 44 MINUTES EAST, 319.5 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.486 ACRES, MORE OR LESS ALSO EXCEPTING THEREFROM.

TRACT 3:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF WEST BARTLETT ROAD AS ORIGINALLY DEDICATED WITH THE CENTER LINE OF STATE ROUTE NO. 59 AS SHOWN ON THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT NUMBER 11611340; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 473.8 FEET FOR A PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE CENTER LINE OF SAID ROUTE NO. 59, 300.0 FEET; THENCE NORTHWESTERLY ALONG A LINE AT RIGHT ANGLES TO LAST MENTIONED CENTER LINE 340.4 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE RIGHT OF WAY OF SAID ROUTE NO. 59) IN COOK COUNTY, ILLINOIS, CONTAINING 2 ACRES, MORE OR LESS.

ALSO EXCEPTING THEREFROM:

THAT PART AS SHOWN IN THE PLAT OF DEDICATION RECORDED MAY 7, 1935 AS DOCUMENT 11611340, ALSO EXCEPTING: THAT PART OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00 DEGREES, 15 MINUTES, 38 SECONDS EAST ALONG THE EAST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 697.50 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF ILLINOIS STATE ROUTE 59 PER WARRANTY DEED RECORDED FEBRUARY 11, 1992 AS DOCUMENT NUMBER 92087416 FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES, 15 MINUTES 38 SECONDS EAST ALONG SAID EAST LINE, 1152.33 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE (100 FEET WIDE) OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD PER DOCUMENT NUMBER 414744; THENCE NORTH 66 DEGREES, 05 MINUTES, 32 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 430.54 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ILLINOIS STATE ROUTE 59; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE FOLLOWING FOUR (4) COURSES AND DISTANCES: (1) NORTH 28 DEGREES, 47 MINUTES, 55 SECONDS EAST, 288.63 FEET TO A NONTANGENT CURVE; (2) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2968.51 FEET, HAVING A CHORD BEARING OF NORTH 25 DEGREES 01 MINUTES 17 SECONDS EAST, 207.24 FEET TO A NONTANGENT LINE; (3) NORTH 18 DEGREES, 17 MINUTES, 43 SECONDS EAST, 207.09 FEET TO A NONTANGENT CURVE; (4) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2958.65 FEET, HAVING A CHORD BEARING OF NORTH 15 DEGREES, 39 MINUTES, 47 SECONDS EAST, 348.76 FEET (347.30 FEET RECORD) TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPTING THAT PART TAKEN FOR BARTLETT AND NAPERVILLE ROADS.

ALSO EXCEPTING THEREFROM THAT PART ACQUIRED BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS IN CONDEMNATION PROCEEDINGS CASE NO. 2015L 050263 PER ORDER ENTERED MAY 21, 2015 AND PER FINAL JUDGMENT ORDER ENTERED DECEMBER 5, 2017 AND RECORDED DECEMBER 14, 2017 AS DOCUMENT NO. 1734606066.

ALSO EXCEPTING THEREFROM THAT PART LYING NORTH OF THE NORTH LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD.

CONTAINING 191.022 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT IRON STAKES HAVE BEEN SET AT ALL LOT CORNERS, POINTS OF CURVATURE AND TANGENCY, EXCEPT WHERE CONCRETE MONUMENTS ARE INDICATED, AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY AND SUBDIVISION. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

I FURTHER CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF BARTLETT, AND I FURTHER CERTIFY THAT NO PART OF SAID PROPERTY IS SITUATED WITHIN A FLOOD HAZARD AREA, AS PER NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 17031C0305J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008 AND FLOOD INSURANCE RATE MAP 17031C0164J, COMMUNITY PANEL NUMBER 170059, EFFECTIVE DATE 08/19/2008.

DATED THIS _____ DAY OF _____, 2021.

BY:
SURVEYOR SIGNATURE
REGIONAL LAND SERVICES, LLC
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003832
LICENSE EXPIRES NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM NO. 184-07525
DESIGN FIRM LICENSE EXPIRES APRIL 30, 2023

R.O.W., LOT AND PARCEL AREA TABLE							
LOT	AREA (S.F.)	LOT	AREA (S.F.)	LOT	AREA (S.F.)	LOT	AREA (S.F.)
1	6,647	45	8,096	89	9,100	133	9,100
2	6,554	46	8,096	90	9,100	134	9,100
3	7,059	47	8,096	91	9,100	135	9,100
4	7,175	48	7,656	92	9,100	136	9,100
5	7,175	49	6,780	93	9,100	137	9,100
6	7,175	50	6,760	94	9,100	138	9,100
7	7,175	51	6,630	95	9,856	139	9,100
8	7,175	52	6,500	96	9,855	140	9,757
9	7,175	53	6,520	97	9,522	141	12,962
10	7,175	54	6,375	98	9,100	142	10,530
11	6,375	55	7,765	99	9,109	143	16,847
12	6,375	56	8,134	100	9,360	144	22,262
13	6,375	57	8,134	101	9,360	145	15,252
14	6,375	58	8,134	102	11,118	146	12,168
15	6,375	59	6,544	103	12,335	147	10,508
16	6,375	60	6,568	104	11,950	148	10,975
17	6,587	61	10,675	105	9,620	149	10,984
18	7,201	62	12,238	106	9,620	150	10,993
19	7,175	63	11,019	107	9,620	151	11,147
20	7,175	64	11,700	108	9,444	152	14,244
21	7,175	65	11,445	109	10,388	153	12,232
22	7,175	66	13,172	110	11,261	154	10,669
23	7,175	67	12,335	111	14,547	155	15,538
24	7,175	68	12,335	112	9,360	156	12,843
25	7,175	69	12,335	113	9,360	157	10,648
26	7,175	70	12,335	114	9,360	158	10,170
27	7,175	71	11,453	115	9,361	159	13,419
28	6,923	72	9,360	116	9,670	160	13,946
29	6,375	73	9,360	117	10,776	161	10,952
30	6,375	74	9,360	118	13,352	162	15,123
31	6,554	75	9,360	119	13,084	163	9,978
32	6,636	76	9,360	120	10,836	164	9,594
33	7,250	77	9,752	121	9,749	165	9,594
34	7,250	78	15,481	122	9,620	166	10,438
35	7,250	79	13,498	123	9,620	167	11,920
36	7,452	80	9,511	124	9,620	168	12,137
37	10,973	81	9,360	125	13,461	169	11,838
38	12,964	82	9,100	126	14,637	170	10,492
39	13,009	83	9,100	127	9,230	171	10,492
40	14,776	84	9,100	128	9,230	172	10,743
41	14,983	85	9,100	129	9,230	173	12,782
42	11,053	86	9,100	130	9,230	174	12,419
43	10,717	87	9,100	131	9,100	175	10,796
44	8,354	88	9,100	132	9,100	176	9,981
TOTAL S.F.							5,313,193
TOTAL AC.							121.974

NOTES

- IRON RODS SET ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES ARE SHOWN IN FEET AND DECIMALS.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- ALL EASEMENTS ARE HEREBY GRANTED UNLESS OTHERWISE NOTED.
- THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTX GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
- PARCELS 187-196 AND 199-200 ARE TO BE OWNED AND MAINTAINED BY THE THE GRASSLANDS HOMEOWNERS' ASSOCIATION.
- ALL OF PARCELS 189, 190 AND 199 ARE STORM WATER MANAGEMENT EASEMENTS.

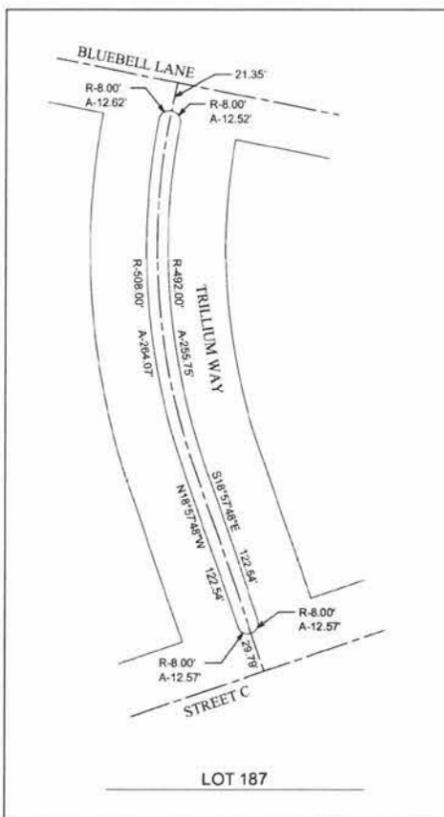
LEGEND

- SURVEYED PROPERTY
- PROPOSED LOT LINE
- BUILDING SETBACK LINE (B.S.L.)
- EASEMENT LINE
- MEASURED OR CALCD SURVEY DATA
- RECORD OR PRIOR SURVEY DATA
- SET CONCRETE MONUMENT
- PUBLIC UTILITY AND DRAINAGE EASEMENT
- STORMWATER MANAGEMENT EASEMENT

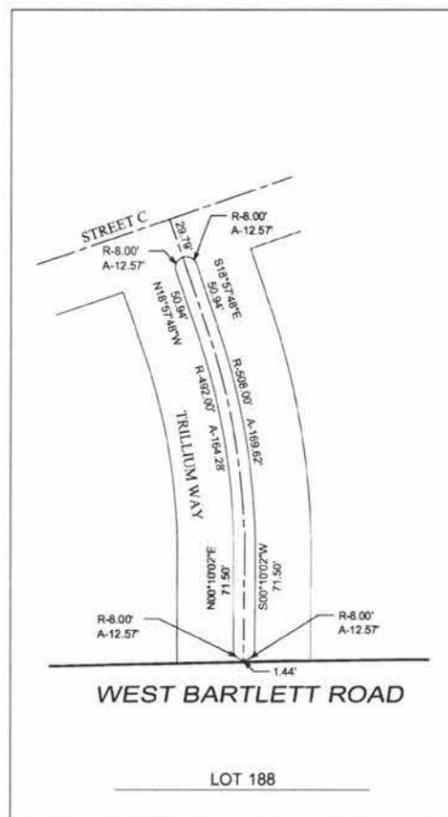
400.00'
(400.00')
P.U.D.E.
S.W.M.E.



KEY MAP
LEGAL DESCRIPTION



LOT 187



LOT 188

PLOT DATE: 8/19/2021
 FILE NAME: 187-188.DWG

PLAT OF SUBDIVISION

THE GRASSLANDS

1	06/02/21	PER VILLAGE COMMENTS	RFD	SCALE: 1"= 1/4"
2	10/02/21	PER VILLAGE COMMENTS	RFD	
3	11/17/21	PER VILLAGE COMMENTS	RFD	
4				
5				
6				
7				
8				
9				
10				

ENGINEER:
 ESM CIVIL SOLUTIONS, LLC
 4320 WINFIELD ROAD - SUITE 200 WARRENVILLE, IL 60555
 O: 630-300-0633 C: 630-624-0520
 CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

REGIONAL
 LAND SERVICES

270 VIDA COURT
 SYCAMORE, ILLINOIS 60178
 PHONE: (618) 559-2260

PROJECT NO. 18-0123

DATE: 03/20/2021

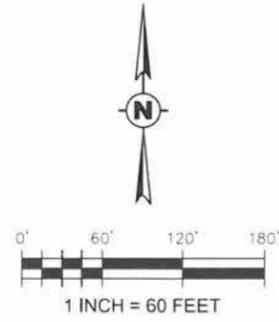
SHEET 5 OF 8

DRAWING NO.

5

FINAL PLAT OF SUBDIVISION FOR THE GRASSLANDS

PART OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

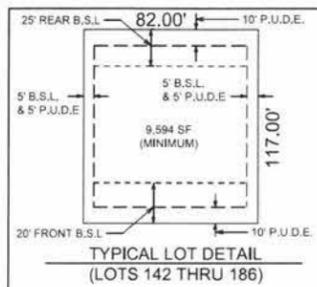


SEE SHEET 3

SEE SHEET 4

LEGEND

	SURVEYED PROPERTY
	PROPOSED LOT LINE
	PROPOSED CENTERLINE
	PROPOSED RIGHT OF WAY
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	MEASURED OR CALCULATED SURVEY DATA
	RECORDED OR PRIOR SURVEY DATA
	SET CONCRETE MONUMENT
	P.U.D.E.
	S.W.M.E.



ALL EASEMENT ARE AS SHOWN UNLESS OTHERWISE NOTED
UNLESS SHOWN OTHERWISE, CORNER LOTS SHALL HAVE A 20' FRONT YARD BUILDING RESTRICTION & A 20' CORNER SIDE YARD BUILDING RESTRICTION 20' SIDEYARDS ARE ON THE STREET SIDE OF SUBJECT LOT.



WEST BARTLETT ROAD

SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 33-41-9

PLAT OF SUBDIVISION

THE GRASSLANDS

NO.	DATE	REVISION DESCRIPTION
1	06/06/21	PER VILLAGE COMMENTS
2	10/05/21	PER VILLAGE COMMENTS
3	11/17/21	PER VILLAGE COMMENTS
4		CHMD.
5		RPD
6		SCALE: 1"=60'
7		
8		

ES&M CIVIL SOLUTIONS, LLC
2800 W. HERRING ROAD, SUITE 200 WARRENVILLE, IL 60555
O: 630-304-9333 C: 630-624-0200
CIVIL ENGINEERING - LAND ENTITLEMENTS - PROJECT FEASIBILITY

ENGINEER:

REGIONAL LAND SERVICES
270 VIDA COURT
SYCAMORE, ILLINOIS 60178
PHONE: (618) 559-2260

PROJECT NO. 19-0123
DATE: 03/20/2021

SHEET 4 OF 6
DRAWING NO.

4

SCHEDULE OF SPECIAL CONDITIONS, RIGHTS AND WAIVERS AND CONDITIONS PRECEDENT FOR DEVELOPMENT

I. THE DEVELOPMENT

- A. Driveway Slopes will permit a maximum grade of 8% rather than the 5% allowed under current ordinances.
- B. Section 11-7-3:A.1, Bartlett Municipal Code titled "Minimum/Maximum Yard Grades – Foundation Elevation Differences" shall apply to the Subject Property, except the applicability of the first paragraph of Ordinance Section 11-7-3:A "Elevation Differences" shall be modified to state: "the difference in elevation between adjacent buildings tops of foundation shall be a maximum of two feet six inches (2'-6") for the Traditional Single Family Tract; two feet (2') for the Cottage Homes Tract; and three feet six inches (3'-6") for the Duplex Homes Tract."
- C. In order to restrict traffic from the portion of the Subject Property located south of the adjacent railroad right of way from proceeding north, Owners will erect and maintain traffic control signage during construction on the Subject Property requiring all construction traffic exiting onto Naperville Road from that portion of the Subject Property under construction to turn south.
- D. For all residential Tracts other than the Townhome Tract, the maximum building height for buildings within the Tract shall not exceed 32' measured from the top of building foundation.

II. TRADITIONAL SINGLE FAMILY TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
 - 1. Minimum Yard Standards:
 - Front: 25
 - Corner Side: 25'

III. COTTAGE HOMES TRACT

- A. Uses permitted: All uses permitted in the SR-4 Suburban Residence zoning district.

- B. Special Conditions, Rights and Waivers:
 - 1. Minimum Lot Size: 6,375 square feet.
 - 2. Minimum Yard Standards:
 - Front: 20'
 - Corner Side: 20'
 - Interior Side: 5'
 - Rear (lots 1-40 and 51-60): 25'
 - Rear (lots 41-50): 30'
 - 3. Maximum Impervious Surface: 53%

IV. DUPLEX HOMES TRACT

- A. This sub-area is most akin to the SR-3 Suburban Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-3 Suburban Residence zoning district.
- C. Special Conditions, Rights and Waivers:
 - 1. Minimum Yard Standards:
 - Front: 20'
 - Corner Side: 20'
 - Interior Side: 5'
 - Rear: 25'
 - 2. Maximum Impervious Surface: 56%

V. TOWNHOME TRACT

- A. This sub-area is most akin to the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence zoning district.
- B. Uses permitted: All uses permitted in the SR-6 Suburban Residence - Medium Density - Multiple-Family Residence.
- C. The mean building height for buildings within the Tract shall not exceed 50' measured from the top of building foundation.
- D. Special Conditions, Rights and Waivers:
 - 1. Minimum Front Yard: 15'
 - 2. Minimum Building Separation (Side to Side): 20'

VI. COMMERCIAL TRACT

- A. This sub-area is most akin to the B-3 Neighborhood Shopping District.
- B. Minimum parking setbacks in the front and corner side yards shall be 20 feet.
- C. Uses permitted: Uses and bulk regulations as specified in the B-3 Neighborhood Shopping District.
- D. Maximum floor area ratio of any nonresidential uses shall not exceed 0.5.
- E. Notwithstanding the provisions set forth in Section 11-4-3:C.3 of the Subdivision Ordinance, the Final PUD Plan for the Commercial Tract shall not be required to substantially comply with the Commercial Preliminary PUD Plan.

VII. **CONDITIONS PRECEDENT TO DEVELOPMENT**

A. **CONDITIONS TO PASSAGE OF FINAL PUD APPROVAL ORDINANCE AND ISSUANCE OF EARLY EARTHWORK PERMIT, SITE DEVELOPMENT PERMIT, AND/OR BUILDING PERMITS.** The Village Corporate Authorities will not pass the Final Subdivision / Final PUD Approval Ordinance, or issue an early earthworks permit or a site development permit for any Phase of the Planned Development or issue any building permits unless and until the following conditions precedent have been satisfied:

- 1. Approval by the Village of all proposed work, filling, modification and/or disturbance to any special management areas, including wetland buffer areas, and with respect to any wetland mitigation on the Subject Property. It is agreed by the Village and the Owner that such areas are under the Village's jurisdiction and that the United States Army Corps of Engineers ("USACE"), does not have jurisdiction over such areas in Phase 1.
- 2. Letter from the Executive Director or President of the Bartlett Park District evidencing the Park District's approval of the proposed land donation conveyance of the West Park Site, or its agreement with respect to such other cash in lieu of land donations, if any, and cash donations in accordance with the requirements set forth in the Bartlett Donation Ordinance as amended and codified as Title 11, Chapter 10 of the Bartlett Municipal Code.
- 3. Engineering Approval Phase 1. Approval by the Village Engineer of the final engineering plans prepared by _____ dated _____, last revised _____, for Phase 1 of the Subject Property, consisting of _____ sheets (collectively, the "Final Engineering Plans for Phase 1"), which Final Engineering Plans for Phase 1 shall meet the requirements of the Subdivision Ordinance as same may be modified by this Agreement. The Owner's engineer shall submit its opinion of probable cost for all of the Public Improvements for Phase 1 purposes

of completing the PICA (hereinafter defined) and fixing the amount of security to be posted to guaranty that the on-site and off-site Public Improvements for Phase 1 to be constructed and installed by the Owner or a separate developer with whom the Owner enters a written agreement to construct and install the Public Improvements and private improvements for each phase and POD (the "applicable developer"), or by a separate general contractor or construction manager hired by the Owner or the applicable developer, will be completed, fully paid for and maintained by the Owner or the applicable developer for the Maintenance Period (hereinafter defined).

4. Engineering Approval for all Other Phases. Approval by the Village Engineer of the final engineering for plans for all other Phases (Phase 2 and Phase 3) which meet the requirements therefor as set forth in the Subdivision Ordinance. The owner or applicable developer's engineer shall submit engineer's estimate of probable cost for all Public Improvements (hereinafter defined) for the applicable Phase for the purpose of completing the PICA (hereinafter defined) for that Phase and to fix the amount of security to be posted to guaranty that said on-site and off-site Public Improvements (hereinafter defined) for that Phase are completed and fully paid for and will be maintained for the Maintenance Period (hereinafter defined).

B. CONDITIONS TO VILLAGE SIGNING FINAL PLATS OF SUBDIVISION AND TO RECORDING SAME. The following shall be conditions precedent to the Village signing the Final Plat of Subdivision and the recording any Final Plat of Subdivision, or approval of a Final PUD Plan (sometimes referred to in the Zoning Ordinance as a "Final Development Plan"):

1. All of the conditions precedent in Section VII. A. of the Schedule of Conditions to Development shall have been satisfied.
2. Public Improvements Completion Agreement. The Owner and the applicable developer of the Phase or portion thereof to be developed and all PODs within such Phase or portion for which a Final Subdivision / Final PUD Approval Ordinance has been passed shall execute and deliver to the Village a Public Improvements Completion Agreement (the "PICA") in form set forth in the Subdivision Ordinance for each Phase or portion of the development, in which the Owner (or the applicable developer if a separate developer will be performing any of the Public Improvements work agree to be jointly and severally obligated), except for such deviations from said form approved by the Village Attorney, agreeing to construct and install all of the on-site and off-site public improvements including, but not limited to (i) site grading and proposed locations of stockpiled and stored materials; (ii) erosion control; (iii) on-site and off-site underground improvements; (iv) water distribution system improvements, including transmission mains for domestic and fire flows; (v) sanitary sewer system improvements, including interceptor and collector sewer lines to connect to sewage treatment facilities; (vi) stormwater management system improvements, including, the acre feet of stormwater storage necessary for the Subject Property

and on-site and off-site floodwater routing and detention basin and retention pond improvements; (vii) on-site and off-site roadway improvements, including curbs, gutters, and driveway approaches, street lights, sidewalks, parkway trees and parkway landscaping; (viii) other landscaping on public property or property to be conveyed to a public entity as required in the Subdivision Ordinance; and (ix) bike paths (the "Public Improvements") in strict accordance with the approved Final Engineering Plans for the applicable Phase of development of the Subject Property and in compliance with the Subdivision Ordinance by a mutually agreed upon date not greater than three (3) years from the date of the Final Subdivision / Final PUD Approval Ordinance for the applicable Phase and that the Public Improvements will be fully paid for and will be maintained for the Maintenance Period (hereinafter defined). The PICA shall provide, among other things, in the event any of the on-site or off-site Public Improvements that will serve the development on the Subject Property are damaged as a result of the on-site or off-site construction activities of the Owner or the applicable developer, their respective contractors and their sub-contractors, that such damage shall be promptly repaired, or caused to be repaired, to the Village's satisfaction by the Owner or the applicable developer without cost to the Village.

3. **Public Improvement Security.** The Owner or the applicable developer shall submit either (i) an irrevocable standby letter of credit, in a form as set forth in the Subdivision except for such deviations from said terms as approved by the Village Attorney and in amounts approved by the Village Engineer (the "Letter of Credit"), issued by a federally insured financial institution which meets the minimum requirement therefor under the Subdivision Ordinance, or (ii) a performance bond and a labor and material payment bond in form as set forth in the Subdivision Ordinance, except for such deviations from said form as approved by the Village Attorney, issued by a surety authorized by the Illinois Department of Insurance to issue and sign sureties in Illinois, with a financial strength rating ("FSR") of at least A- from A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency (the "Performance and Payment Bonds"), or (iii) a cash bond in form as set forth in the Subdivision Ordinance (the "Cash Bond"), except for such deviations from said form as approved by the Village Attorney, to ensure that the Public Improvements for the subdivision(s) approved in the applicable Phase of the Development will be completed and fully paid for, and after acceptance of the Public Improvements by the Village Corporate Authorities, will be maintained for a period of 15 to 24 months from the date of completion thereof as determined by the Village Engineer at the time of completion based on normal weather conditions at the time of year when the said Public Improvements are completed and the ability to inspect and reinspect said Public Improvements and any punch list work (the "Maintenance Period").
4. **Declaration and Special Service Area Consents.**
 - (a) The Owner or applicable developer shall submit for review by the Village to be recorded against the Subject Property (the "Master Declaration"), or if no Master Declaration is submitted a separate Declaration of Covenants, Conditions and Restrictions for, excluding the Commercial Tract, each

Phase and POD of the Development which the Owner or the applicable developer may elect to combine by Phase (the "Applicable Declaration of CCRs"). The Master Declaration or each Applicable Declaration of CCRs shall provide for the creation of an owner's association to maintain all common areas of the Subject Property or the applicable Phase and/or POD, including but not limited to the wetland areas and naturalized detention basins and wetland retention ponds, the stormwater retention basins, retention ponds, drainage swales and ditches, drainage pipes or conduit, fences and berms, and for the maintenance, repair or possible replacement of the storm sewer and stormwater management system to be constructed and installed on the applicable Phase and POD of the Subject Property by the Owner or the applicable developer; and disclosing the special service area obligations of each owner's association and future owners with respect thereto. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the subdivision for the applicable Phase and POD prior to closing on the sale of any residential lot or unit in any such Phase and POD.

- (b) The Owner or the applicable developer shall have timely filed all Owner's consents, and the consent of the person or persons in whose name the general real estate taxes for the last preceding year were paid on each tract lying within the proposed special service area, and documents necessary for the Village to establish a special service area for the applicable Phase and POD of the Subject Property to pay for future maintenance, repair, and/or replacement, if necessary, of all stormwater management areas, storm sewers, drain pipes or conduit, structures and appurtenances, drainage swales and ditches, storm water detention basins and retention ponds, wetland areas and natural detention basins and retention ponds (the "SSA Consents"). The SSA shall be established pursuant to Section D.4 of the Conditions Precedent.
5. The Master Declaration and/or the Applicable Declaration of CCRs must be recorded against the property with the approved Final Subdivision Plat/Final PUD Plan for the applicable Phase and POD. The Owner or the applicable developer of a Phase and/or POD shall incorporate a new not-for-profit corporation or articles of organization for a new limited liability company for the applicable recorded subdivision as an owner's association(s) prior to the closing of a residential lot or unit on any portion of the Subject Property.
 6. The attached Exhibit G-2 shows the Owner's current plan for the associations within the Development.

C. EARLY EARTHWORK AND SITE DEVELOPMENT REQUIREMENTS. In the event the Owner or the applicable developer desires to commence any grading or earthwork on any portion of the Subject Property prior to the establishment of a special service area and the recording of a final plat of subdivision covering any particular Phase and POD, the following shall be conditions precedent for

an early earthwork permit to begin excavation and preliminary grading and filling and soil stockpiling on the applicable portions of the Subject Property only as shown on the Final Engineering Plans or a grading plan approved by the Village Engineer:

1. All of the conditions precedent set forth in Section VII, subsections A and B of this Schedule of Special Conditions shall have been satisfied but the ordinance establishing the SSA, the final plat of subdivision for the applicable Phase, and the ordinance proposing the SSA need not have yet been recorded provided each such ordinance approving the same has been adopted and further provided the Master Declaration and/or the Applicable Declaration of CCRs have/has been approved by the Village Attorney.
2. Compliance with the early earthwork procedures and early earth work check list as set forth in the Subdivision Ordinance, except as modified in this Section C.
3. The execution and submittal of a hold harmless agreement in form approved by the Village Attorney executed by the Owner or the applicable developer.
4. Submittal of all consents required by statute for the establishment of a special service area as approved by the Village Attorney.
5. Submittal of an engineer's estimate from the Owner's or the developer's engineer for the cost to perform erosion control measures, site grading, and to the cost to restore and regrade the applicable Phase of the Subject Property to its original condition, including removal of all soils and stockpiles, and replacement of soils and fill removed from the Subject Property ("Early Earthwork Security Amount").
6. Submittal of separate security in the form of a Letter of Credit, Performance and Payment Bond or Cash Bond, in the amount of 110% of the Early Earthwork Security Amount, which may be drawn upon in the event (i) the Final Plat of Subdivision is not recorded within six (6) months of the issuance of an early earthwork permit; (ii) the ordinance establishing the SSA for the applicable Phase/POD is not recorded within six (6) months of the issuance of an early earthwork permit; and (iii) the Master Declaration and/or the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the an early earthwork permit; and/or (iv) the Public Improvements security for the remaining Public Improvements in the applicable Phase/POD is not furnished to the Village within one (1) year from the date of the issuance of the applicable early earth works permit, and/or (y) the Public Improvements for the applicable Phase/POD are not completed and evidence they have been fully paid for has not been submitted to the Village within three (3) years of the date of the issuance of an applicable early earth works permit. The Owner or the applicable developer may submit the Public Improvement Security required under section VII B.3 in lieu of the separate security provided in this paragraph 6 provided it includes the cost to restore the site in the event the Applicable Declaration of CCRs is not recorded within six (6) months of the issuance of the early earthworks permit.

7. Erosion control measures shall be installed on the entire Phase or affected portion thereof, including around all wetland areas and wetland buffers in each POD within a Phase being constructed before any grading work commences on any Phase or POD with respect to the issuance of any such early earthworks permit.
8. All excavation and grading contractors and subcontractors and other contractors and subcontractors that perform any early earthwork, shall have in place prior to commencing any excavation or grading work comprehensive general liability (“CGL”) of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate CGL coverage, worker’s compensation, and employer’s liability insurance, and each shall be licensed by the Village and bonded as required in the Building Code.
9. No work or activities of any kind shall take place in any wetland area until all governmental approvals required by law for such work have been procured and separate security as may be required by the DuPage County Countywide Stormwater and Flood Plain Ordinance, as amended (the “DuPage County Stormwater Ordinance”) which has been adopted by the Village as part of the Bartlett Municipal Code for the entire Village including the Subject Property, notwithstanding the fact that it is located in Cook County.
10. Such early earthwork shall be performed at Owner’s and the Developer’s sole risk and without injury or work on any property surrounding the Subject Property, except as permitted under a written grant of easement, easement agreement or license agreement with such surrounding owner.
11. The Owner or the applicable developer shall apply for an Erosion Control Permit and adhere to measures for the prevention of soil erosion during the development for the Subject Property pursuant to the Village’s erosion control requirements set forth in the Subdivision Ordinance, or the “Illinois Urban Manual” (Latest Edition, as amended), and the recommended procedures of the Kane-DuPage Soil and Water Conservation District and any other applicable regulatory agency with jurisdiction thereof, whichever is more restrictive in effect at the time of construction. The owner or the applicable developer shall submit to the Village an erosion control plan with the Final Engineering Plans for the applicable Phase/POD that show the proposed sequence of any site grading, excavation and land balancing work to be performed where dirt, fill or spoils will be piled or stored, and shall be subject to review and approval of the Village Engineer. All erosion control work and methods shall be specifically stated in the engineering plans and be specifically set forth in the performance bond(s) submitted by the Owner or the applicable developer, and in the event the Owner or the applicable developer requests an early earth work permit, the cost to remove all spoils piled and/or stored and to restore the site to its original condition shall be included in a separate performance bond posted with the Village in accordance with the procedure set forth in the Subdivision Ordinance as if the Subdivision Ordinance were to apply to the Owner or the applicable developer’s development of the Subject Property.

D. **ADDITIONAL CONDITIONS FOR BUILDING PERMIT – SPECIAL SERVICE AREA.** After the recording of the Final Plat of Subdivision for a particular Phase and POD, it shall be a condition precedent to the issuance of any building permits and to closing on the sale of any residential lot in said subdivision to any buyer who will occupy any residence or unit in any building to be built upon the Subject Property, and to the application for the issuance of any occupancy permit for any residence or unit in any building constructed on the Subject Property, that the conditions precedent thereto set forth in Sections VII. A, B and C above have been satisfied, even if the Owner or applicable developer does or do not apply for early earthwork and/or a site development permit and the following condition precedents thereto shall have taken place.

1. Compliance with the applicable provisions of chapter 2 of the Building Code (Title 9, Chapter 2, Sections 9-2-1 through 9-2-15 of the Bartlett Municipal Code), and the Supplemental Grading Requirements set forth on Exhibit G-1 attached.
2. The Corporate Authorities shall have adopted an ordinance proposing the establishment of a special service area for the subdivision that encompasses the applicable Phase and POD, that provides for the levy of taxes to maintain and the issuance of bonds in an amount determined by the Village Engineer using usual and customary methodology to establish said amount for the purpose of paying the cost of providing special services in and for the applicable subdivision (the “Ordinance Proposing the SSA”), and the Ordinance Proposing the SSA shall have been recorded. It is contemplated that there will be two special service areas for the Subject Property (i) Grasslands Special Service Area Number One encompassing the Traditional Single Family Tract (Phase 1, POD 1), the Cottage Homes Tract (Phase 1, POD 2), the Duplex Homes Tract (Phase 1, POD 3), and the NE Vacant Tract (Phase 1, POD 4); and (ii) Grasslands Special Service Area Number Two encompassing the Townhome Tract (Phase 2, POD 1) and the Wetland Tract (Phase 2, POD 2). No special service area shall be required for the Commercial Tract. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to act promptly to adopt any such ordinance.
3. The Corporate Authorities shall have held a public hearing to consider establishment of a special service area for the applicable Phase/POD not less than 60 days after the adoption of the Ordinance Proposing the SSA, pursuant to statutory notice mailed to or waived by the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the proposed special service area for the applicable Phase/POD of the development, and notice of said public hearing shall have been published not less than 15 days before the public hearing on the proposed SSA. Village agrees, provided the Owner or the applicable developer has satisfied all preconditions, to promptly hold the referenced public hearing.

4. The Corporate Authorities shall have adopted an ordinance establishing a special service area for the subdivision for the applicable Phase/POD which provides (1) authority for the levy of an annual maintenance tax in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering for ordinary maintenance and care including erosion control of the detention and retention ponds and basins; drainage swales and ditches and ordinary maintenance and repair of storm sewers, drain tile, pipes and other conduit, appurtenant structures and ordinary care and maintenance of wetlands and naturalized areas (“Ordinary Services”) plus inflation, in the event the homeowners association(s) for the applicable Phase and POD fail to provide the Ordinary Services; and (2) for the issuance of bonds in an amount to be calculated by the Village Engineer (using a reasonable determination of costs based on the scope of work and current costs obtained from industry sources) after receipt of final engineering after adjustment for increases in construction costs levied against the applicable subdivision (the “SSA Bonds”) for the purpose of paying the cost of cleaning and dredging the stormwater detention and retention ponds and basins, drainage swales and ditches, and replacing storm sewers, drain tiles, drain pipes and conduit, and appurtenant structures and restoring wetlands area and naturalized detention basin areas which will serve the applicable subdivision (“Extraordinary Services”), and which SSA Bonds will only be issued in the event the Extraordinary Services are not performed by the Owner, the applicable developer, the homeowners association for each subdivision in question, or the current or future owners of the said subdivision(s) (the “Ordinance Establishing the SSA”), and the Ordinance Establishing the SSA has been recorded.
5. Notwithstanding the foregoing, however, Owner or the applicable developer may submit for and obtain a Site Development Permit for the applicable subdivision prior to the adoption of an ordinance establishing a special service area provided the SSA Consents have been signed, the Ordinance Proposing the SSA for that Phase/POD has been adopted, and the remaining checklist items in Section 11-12-5, Appendix E-3 of the Subdivision Ordinance have been submitted and completed.

SUPPLEMENTAL GRADING REQUIREMENTS

Additional Lot Engineering, Grading and Drainage Plan Requirements for each Lot in the Traditional Single Family Tract, the Cottage Homes Tract, and the Duplex Homes Tract.

The plans submitted for each Lot shall comply with the requirements of the Bartlett Municipal Code, except as modified by the Planned Development Agreement, and shall comply with the approved Final Plat of Subdivision, Final PUD Plan, and the Final Engineering Plans approved by the Village Engineer, but shall include the following additional information:

1. Contours: Existing contours on one foot (1') intervals. Existing contours will be shown in dashed lines and proposed contours show in solid lines.
2. Elevations: All elevations will be on the USGS Datum and benchmarks used will be indicated. The plan will include the following:
 - (a) Spot elevation of all existing and proposed critical locations.
 - (b) Spot elevation at corners and at twenty-five foot (25') intervals along the property lines or along the perimeter of the area to be regraded or relandscaped.
 - (c) Proposed top of building foundation.
 - (d) Elevations of all grade level entries.
 - (e) Elevations of proposed finished ground grade at all significant points around the proposed building.
 - (f) Elevations and locations where drainage courses, ditches, swales or overland drainage flows cross the property lines.
 - (g) As-built grading for all improved adjacent lots must be shown.
 - (h) All in place erosion control measures on adjoining lots under construction must be shown.
3. Proposed Driveways and Sidewalks:
 - (a) Locations.
 - (b) Shapes and spatial arrangement of driveways and sidewalks.
 - (c) Gradients.
4. Setbacks, Yard Requirements, Easements: The plan will adhere to the requirements of the Bartlett Municipal Code, except as expressly modified by the Planned Development Agreement.
5. Sanitary Sewers, Storm Sewers & Water Mains:
 - (a) Location of existing and proposed connections:
 - (1) Size.
 - (b) Water shutoff boxes.
 - (c) Location and disposition of sump pump.

HOA/SSA MAINTENANCE PLAN

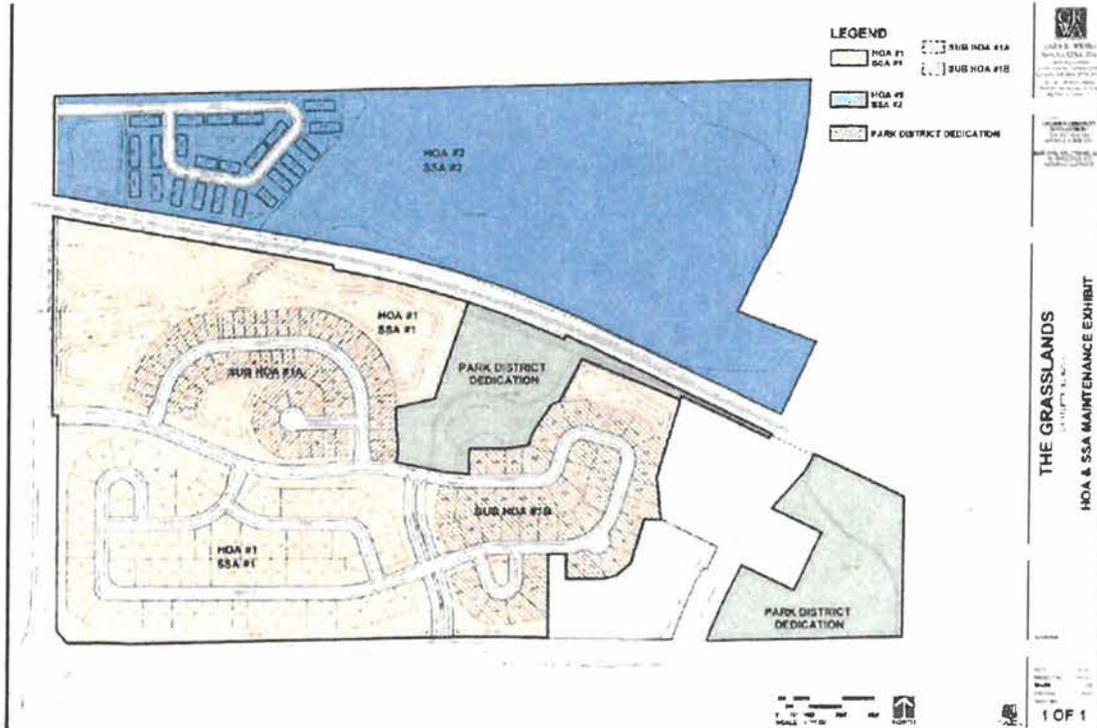


EXHIBIT H
HOME STYLES

Estates Series Line-up

	Square Footage	Bedrooms	Garage	Elevations
Greenfield	2,621 – 3,235	4 – 5	2 – 3	4
Hilltop	2,899 – 3,299	4 – 5	2 – 3	4
Riverton	3,126 – 3,437	4	2 – 3	6
Westchester	3,300 – 3,507	4 – 6	2 – 3	4

Westchester - Estates



Riverton - Estates



Confidential and Proprietary

Riverton - Estates



Hilltop - Estates



Confidential and Proprietary

Greenfield - Estates



Confidential and Proprietary

The Landings Series Line-up

	Square Footage	Bedrooms	Garage	Elevations
Abbeyville	1,683 – 2,445	2 – 4	2	8
Ascend	1,936 – 2,682	2 – 4	2	8
Martin Ray	1,963 – 2,992	2 - 4	2	7

Abbeywood – The Landings



Confidential and Proprietary

Abbeyville – The Landings



Confidential and Proprietary

Ascend – The Landings



Ascend – The Landings



HR2N



HR1A



HR2F

Confidential and Proprietary

Martin Ray – The Landings



Confidential and Proprietary

Martin Ray – The Landings



Confidential and Proprietary

Duplex Series Line-up

	Square Footage	Bedrooms	Garage	Elevations
Provence	1,577 – 2,781	2 – 4	2	4

Provence – Duplex (Bottom is with loft Option)



Confidential and Proprietary



Agenda Item Executive Summary

Item Name Brewster Creek TIF Developer Note #4, Payout #30 Committee or Board Board

BUDGET IMPACT

Amount: \$129,600 *Budgeted* \$129,600

List what fund Brewster Creek TIF Project Fund

EXECUTIVE SUMMARY

Brewster Creek Public Improvements - TIF Developer Note #4, Payout #30.

ATTACHMENTS (PLEASE LIST)

Finance Memo
Resolution
Memorandum of Payment
Schedule of Costs
Village Engineer Letter

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Disbursement Request for Payout No. 30 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project.

Staff: Todd Dowden, Finance Director

Date: 04/25/22

Village of Bartlett
Finance Department Memo
2022 - 09

DATE: April 25, 2022
TO: Paula Schumacher, Village Administrator
FROM: Todd Dowden, Finance Director
SUBJECT: Brewster Creek TIF Developer Note #4 Payout Request #30

In September 2016, the Board authorized the village to issue Developer Note #4, not to exceed \$11,500,000 to Elmhurst Chicago Stone for continuing the public improvements in the Brewster Creek TIF. Elmhurst Chicago Stone advances funds from their own sources and receives a note from the village to get reimbursement if and when there is sufficient tax increment to do so and after all other TIF obligations are paid.

Attached is a resolution and several documents to approve the 30th developer note #4 payout request for the Brewster Creek TIF development. The total amount is \$129,600. The attachments are various documents required by the village's redevelopment agreement. The attachments include:

1. Resolution Approving of Disbursement Request
2. Memorandum of Payment
3. Schedule of Costs
4. Village Engineer letter concurring with Disbursement Request

Upon approval of the resolution, the note will be executed and the amount tracked for payment as increment becomes available.

MOTION: I move to approve Resolution Number 2022-_____ A Resolution Approving of Disbursement Request for Payout No. 30 from the Subordinate Lien Tax Increment Revenue Note, Series 2016 for the Elmhurst Chicago Stone Bartlett Quarry Redevelopment Project

RESOLUTION 2022-

A RESOLUTION APPROVING OF DISBURSEMENT REQUEST FOR PAYOUT NO. 30 FROM THE SUBORDINATE LIEN TAX INCREMENT REVENUE NOTE, SERIES 2016 FOR THE ELMHURST CHICAGO STONE BARTLETT QUARRY REDEVELOPMENT PROJECT

WHEREAS, pursuant to the Redevelopment Agreement dated as of November 1, 1999 between the Village and Elmhurst Chicago Stone Company ("ECS"), the Village agreed to issue subordinate lien tax increment revenue notes from which certain TIF eligible expenses related to the Bartlett Quarry Redevelopment Project (the "Project Costs") are to be reimbursed according to certain procedures for payment; and

WHEREAS, the Village passed an Ordinance providing for the issue of certain Subordinate Lien Tax Increment Revenue Notes, Series 2016, in an amount not to exceed \$11,500,000 (the "Series 2016 Subordinate Note"); and

WHEREAS, ECS has delivered to the Village its thirtieth Memorandum of Payment requesting that it be reimbursed the sum of \$129,600 in Project Costs for Payout No. 30 from the Subordinate Lien Tax Increment Revenue Note; and

WHEREAS, ECS has submitted an owner's sworn statement, general contractor's sworn statement, waivers of lien, invoices and other documentation (the "Supporting Documentation") in support of its thirtieth Memorandum of Payment request in accordance with Section 12-1 of the Redevelopment Agreement to support eligible Project Costs which documentation has been reviewed and approved by the Village Engineer, and he has concurred with the Developer's Engineer that the work has been completed and materials are in place as indicated by the thirtieth Memorandum of Payment request; and

WHEREAS, The Series 2016 Subordinate Note requires advances to be in even increments of \$100,

NOW, THEREFORE, 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 Memorandum of Payment No. 30 of Elmhurst Chicago Stone Company requesting reimbursement from the Series 2016 Subordinate Note in the sum of \$129,600 is hereby approved.

SECTION TWO: 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 THREE: 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 FOUR: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED May 3, 2022

APPROVED May 3, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

C E R T I F I C A T I O N

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 2022- , enacted on May 3, 2022, and approved on May 3, 2022, as the same appeared from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

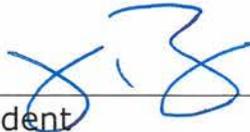
DEVELOPER NOTE #4

MEMORANDUM OF PAYMENT NO. 30

Pursuant to the **REDEVELOPMENT AND FINANCING AGREEMENT** (the "Agreement") between the **VILLAGE OF BARTLETT** (the "Village") and **ELMHURST-CHICAGO STONE COMPANY** (the "Developer"), dated November 4, 1999, the Developer hereby submits a signed Memorandum of Payment pursuant to Section 12-2 of said Agreement. Attached to this Memorandum of Payment is the following:

1. Documentation which authorizes and requests partial payment; and
2. Documentation which sets forth payments by the Developer of the invoices for which partial payments is being requested; and
3. Such other documentation as is required by Section 12-1.C of the Agreement.
4. Developer requests payment in the sum of \$ 129,600.00 bearing an interest rate at 7.0% per annum.

ELMHURST-CHICAGO STONE COMPANY

By:  _____
President

Dated: 4/8/22

SCHEDULE 1

COST OF THE IMPROVEMENTS

V3	Redi Mix Demo	\$	68,718.50
V3	Redi Mix Demo CM	\$	5,000.00
Homer Tree	Lot 8 Tree Removal	\$	21,000.00
V3	General Engineering Services	\$	5,162.98
V3	Com Ed ROW Environmental Services	\$	24,873.35
V3	Park Berm Maintenance	\$	4,800.00
	Total	\$	<u>129,554.83</u>

May 3, 2022

Mr. Todd Dowden, Director of Finance

RE: **DEVELOPER NOTE # 4 MEMORANDUM
OF PAYMENT # 30** – RELATIVE TO THE
REDEVELOPMENT AND FINANCING
AGREEMENT BETWEEN THE VILLAGE
OF BARTLETT AND ELMHURST CHICAGO
STONE COMPANY

Dear Todd:

We are herein submitting information relative to the above referenced payment request for the redevelopment of the Elmhurst Chicago Stone Company property in Bartlett. Included as part of the documentation is:

- The **Developer Note # 4 Memorandum of Payment # 30** from Elmhurst Chicago Stone Company requesting payment in the amount of **\$129,600.00** to reimburse itself for monies spent on the project for the period of **January 4, 2022** through **April 8, 2022**.
- An Owner's Sworn Statement listing the contractors and material suppliers with the total contract price, amounts previously paid, amount to be paid this request and the balance due on each respective contract.

We have also reviewed:

- Executed contracts, agreements for services and purchase orders;
- Contractor invoices, work completion and amounts paid or retained;
- Partial or final waivers of lien and sworn statements for each contractor or vendor receiving payment on this draw.

All documentation provided and reviewed meets the requirements of Section 12-1 of the Redevelopment and Financing Agreement between the Village of Bartlett and Elmhurst Chicago Stone Company.

We have reviewed the certification for V3 Companies and Homer Tree Service, Inc., stating that the work has been completed and materials are in place as indicated on the **Developer Note # 4 Memorandum of Payment # 30**. We have also included invoices from firms noted above for professional services. Based on periodic field observations and review of supporting documents submitted, including the invoices for professional services, we concur with the opinion of V3 Companies and Homer Tree Service, Inc. that the work has been completed and materials are in place as indicated in the **Developer Note # 4 Memorandum of Payment # 30**, covered by the dates January 4, 2022 through April 8, 2022.

Please contact our office if there are any questions.

Bartlett Village Engineer

Robert Allen, PE

Robert Allen, PE

cc: Dan Dinges, P.E., Director of Public Works
Bryan Mraz, Village Attorney



Agenda Item Executive Summary

Annual Appointments of Village Officers by the
Village President with the Advice and Consent of the
Board

Committee
or Board Board

Item Name

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.			
ATTACHMENTS (PLEASE LIST)			
Memo			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION

I move to Consent to the Appointment of each of the Officers as made by the Village President.

Staff: Lorna Giles, Village Clerk

Date: 04/25/22

Village of Bartlett

Administration Department Memo

DATE: April 25, 2022

TO: Paula Schumacher, Village Administrator

FROM: Lorna Gilles, Village Clerk

SUBJECT: Appointments of Village Officers

D.1. Per Title 1, Chapter 8, of the Bartlett Municipal Code dealing with Village Officers and Employees, annual appointments of Village Officers by the Village President with the advice and consent of the Board are done on an annual basis.

- a. Village Administrator, Paula Schumacher
- b. Village Attorney, Bryan Mraz
- c. Village Treasurer, Todd Dowden
- d. Village Budget Officer, Todd Dowden
- e. Director of Public Works, Daniel Dinges
- f. Building and Code Enforcement Division Manager/Building Official John Komorowski
- g. Electrical Inspector, William Dettmer
- h. Plumbing Inspector, Dewayne Burris
- i. Chief of Police, Patrick Ullrich
- j. Village Engineer, Robert Allen
- k. Administrative Hearing Officer, Thomas Bastian
- l. Open Meetings Act Officer, Paula Schumacher
- m. Freedom of Information Act Officer, Samuel Hughes, Scott Skrycki (in his absence)
- n. Planning and Development Services Director/Zoning Administrator, Roberta Grill

MOTION

I move to Consent to the Appointment of each of the Officers as made by the Village President



Agenda Item Executive Summary

Item Name Professional Services Agreement Bryan E. Mraz & Associates, P.C. Committee or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	\$246,750
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Bryan Mraz. A \$10.00 increase in hourly rates charged is proposed. The other terms of the agreement are the same as those approved in the past.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

Staff: Todd Dowden, Finance Director

Date: April 25, 2022

Village of Bartlett
Finance Department Memo
2022-06

DATE: April 25, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement Bryan E. Mraz and Associates (Village Attorney)

Attached is the proposed professional services agreement for fiscal year 2022/23 for Bryan E. Mraz and Associates (Village Attorney). A \$10.00 increase in hourly rates charged is proposed. The other terms of the agreement are the same as those approved in the past.

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and Bryan E. Mraz & Associates, P.C.

Law Offices of

BRYAN E. MRAZ & ASSOCIATES, P.C.

111 EAST IRVING PARK ROAD • ROSELLE, ILLINOIS 60172-2070 • PHONE (630) 529-2541
FAX (630) 529-2019

March 31, 2022

BRYAN E. MRAZ
BEM@MRAZLAW.COM

DAVID W. GULLION
ASSOCIATE
DWG@MRAZLAW.COM

President and Board of Trustees
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: Professional Services Agreement for Fiscal Year 2022-2023

Dear President Wallace and Board of Trustees:

Enclosed please find a Professional Service Agreement between the undersigned as Village Attorney and the Village of Bartlett for the fiscal year 2022-2023.

I am proposing an increase of \$10.00 in the hourly rates charged for my time and for my associate's time. This is the first proposed increase in my hourly rates since 2019, and the first increase in my associate's hourly rates since 2011. All other terms of the Agreement are the same as those approved in the past.

As some of you may already know, this will be my final Professional Service Agreement with the Village, which by its terms will end on April 30, 2023. I intend to wind down my law practice as I head toward retirement. While I may still practice in other areas of the law on a limited basis after that date, this is a necessary step to reach my goal of being fully retired within the next couple of years.

It has been my honor and privilege to represent this Village for over 30 years, and combined with my father who preceded me as Village Attorney, we have represented the Village of Bartlett for over 55 years. He was very proud, as am I, of this Village.

I want to thank President Wallace and the Board of Trustees, as well as Village Administrator Paula Schumacher, and the many previous Boards and prior administrations for this opportunity. I would like to believe that between my late father and I, that we have had some small hand in the development of this Village.

Very truly yours,



Bryan E. Mraz

BEM/amk
enclosure

RESOLUTION 2022- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND BRYAN E. MRAZ & ASSOCIATES, P.C.**

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 Professional Service Agreement dated May 1, 2022, between Bryan E. Mraz & Associates, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022-_____-R enacted on May 3, 2022 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois, as of May 1, 2022, by and between the VILLAGE OF BARTLETT, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW OFFICES OF BRYAN E. MRAZ & ASSOCIATES, P.C., 111 East Irving Park Road, Roselle, Illinois, 60172 (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village has appointed Bryan E. Mraz as its Village Attorney and said attorney is a principal in the Firm; and

WHEREAS, the Village desires to engage the services of the Attorneys to furnish legal services to the President and Board of Trustees of the Village, and the Attorneys are willing to furnish legal services to the President and Board of Trustees of the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. Scope of Services

The Attorneys agree to furnish to the Village in a competent and professional manner those legal services customarily provided by village attorneys, including, without limitation, attendance at regular Village Board meetings and those special Village Board meetings and committee meetings which the Attorney is requested to attend, attendance at such Zoning Board and Plan Commission meetings as the Attorney is requested to attend, consultation with the Village President and Trustees, consultation with the Village Administrator and staff members, drafting of ordinances, agreements and other documents, and handling of litigation, including administrative hearings as assigned by the Village, and such duties as are imposed upon the Village Attorney under the Village Municipal Code.

2. Changes.

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village and the Attorneys, shall be incorporated in written amendments to this Agreement.

3. Compensation. It is agreed that the Village will pay for the legal services of Bryan E. Mraz ("BEM"), principal of the Firm, and any associate of the Firm, at the following hourly rates:

<u>Description of Work</u>	<u>Hourly Rates</u>	
	BEM	Associate
For attendance at Village Board and Committee meetings and staff meetings in person (or electronically during the Covid-19 pandemic), drafting Village ordinances, intergovernmental agreements and other contracts, except "Development Activities":	\$210.00	\$180.00
For court appearances in ordinary matters:	210.00	180.00
For drafting pleading, research, briefs and preparation of ordinary litigation matters:	205.00	180.00
For special activities (e.g., Villa Olivia covenants), annexation, disconnection, condemnation and boundary line and zoning litigation, including all meetings, research, pleadings, briefs, preparation, discovery, court appearances and drafting settlement agreements in connection with such special activities:	220.00	180.00
For drafting annexation agreements and ordinances annexing territory, rezoning property, approving PUDs and other special uses, granting variations, approving subdivision plats and developer negotiations ("Development Activities"):	250.00	180.00
For services in connection with the issuance of general obligation bonds, the lesser of (i) 1% of the bond issue, or (ii) the following hourly rates plus a flat fee of 0.20%:	220.00	180.00
For services in connection with the issuance of industrial revenue bonds, TIF revenue bonds, special service area bonds and bonds other than general obligation bonds, and/or developer notes at the following hourly rates. In addition, if the Village attorney is called upon to issue a written opinion to bond counsel, lender/underwriter and/or other third parties, the following additional flat fee will be charged to and paid by the developer as a cost of issuance as follows: \$0 - \$1,000,000: \$10,000 \$1,000,001 - \$5,000,000: \$12,500 plus .25% of the amount over \$1,000,000 \$5,000,001 - \$10,000,000: \$15,000 plus .15% of the amount over \$5,000,000 \$10,000,000: 0 plus .20% of the amount over \$10,000,000.	250.00	180.00

The Firm shall also be reimbursed for directly related expenses (the "Additional Expenses") such as travel (\$0.29 per mile for automobile), reproduction, copying, courier services, subcontractors, etc.

4. Method of Payment.

The Attorneys shall submit a detailed invoice specifying the time spent by each attorney in the Firm on various projects for the Village and a summary of all Additional Expenses during the current billing period.

5. Billing Disputes.

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that the attorney or attorneys responsible for the work or bill that is being questioned to be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

6. Time of Performance.

The services of the attorney will begin May 1, 2022, and shall continue through April 30, 2023, unless sooner terminated by either party.

7. Termination.

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property, provided it pays for the cost of copying said documents and furnishes a copy thereof to the Attorneys.

8. Insurance.

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	2,000,000.00
Each Occurrence Limit	1,000,000.00
Medical Expense Limit	5,000.00
Fire Damage (any one fire)	50,000.00

Business Automobile

Combined Single Limits (each accident)	\$1,000,000.00
Auto Medical Payments	5,000.00
Uninsured Motorist	1,000,000.00

Professional Liability

Each Claim	\$500,000.00
Aggregate	500,000.00

The Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect within ten (10) days of a request for such documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

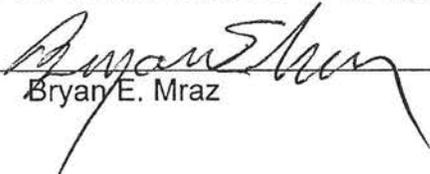
VILLAGE OF BARTLETT

By: _____
Kevin Wallace,
Village President

Attest:

Lorna Gilles, Village Clerk

BRYAN E. MRAZ & ASSOCIATES, P.C.

By:  _____
Bryan E. Mraz



Agenda Item Executive Summary

Item Name Professional Services Agreement Law Offices of Committee
Robert J. Krupp, P.C. or Board Board

BUDGET IMPACT

Amount:	N/A	Budgeted	\$28,800
List what fund	General Fund		

EXECUTIVE SUMMARY

Professional Service agreement for Robert Krupp to prosecute traffic and minor ordinance violations as well as zoning and building violations. There is no rate increase proposed.

ATTACHMENTS (PLEASE LIST)

Finance Department Memo
Resolution
Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

Staff: Todd Dowden, Finance Director

Date: April 25, 2022

Village of Bartlett
Finance Department Memo
2022-07

DATE: April 25, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Offices of Robert J. Krupp, P.C.

Attached is the proposed professional services agreement for fiscal year 2022/23 for Robert J. Krupp (Village Prosecutor). There is no increase to the semi-monthly court appearance rate and no increase to the hourly rate for in court time and out of court legal services.

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Offices of Robert J. Krupp, P.C.

RESOLUTION 2022- -R

A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND THE LAW OFFICES OF ROBERT J. KRUPP, P.C.

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 Professional Service Agreement dated May 1, 2022 between the Law Offices of Robert J. Krupp, P.C. and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022- -R enacted on May 3, 2022 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

Made and entered at Bartlett, Illinois as of May 1, 2022, by and between the **VILLAGE OF BARTLETT**, Cook, DuPage and Kane Counties, Illinois (the "Village") and the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of **ROBERT J. KRUPP** ("Krupp") of the **LAW OFFICES OF ROBERT J. KRUPP, P.C.** to furnish legal services to the Village, and

WHEREAS, Krupp, on behalf of the Firm is willing to furnish legal services to the Village, at the rates hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation.**

Krupp agrees to furnish the following services to the Village in a competent and Professional manner:

- a. Krupp will prosecute traffic and minor ordinance violations on two Court days each month, as these court days are scheduled by the Circuit Court of Cook County and designated as the Bartlett traffic calls. The Courtroom is located in the Third District Courthouse, Rolling Meadows, Illinois.
- b. As consideration for the in-court prosecution of traffic and minor ordinance violations on the two court days each month, the Firm will be paid \$22,200.00 per year.
- c. Krupp also will prosecute zoning and building violation cases on the days the Circuit Court has established for the hearing of such cases, and prosecute any violations of the Village Liquor Control Ordinances before the Local Liquor Commissioner. As consideration for the prosecution of these cases, and the meetings, preparation of pleadings and witnesses, and research, the Firm will be paid at the rate of \$150.00 per hour in-court time and for out-of-court legal services. Travel time will be

compensated at a rate of \$25.00 per hour. The Firm shall also be reimbursed for directly related expenses (additional expenses) such as long distance telephone calls outside the metropolitan Chicago area, reproduction and copying expenses and subcontractors, etc.

2. **Changes.**

The Village may, from time to time, request changes in the scope of the legal services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment.**

The Firm shall be paid \$925.00 per semi-monthly court appearance for the prosecution of traffic and minor ordinance violations, and shall submit a detailed invoice specifying the time spent by Krupp on various zoning, building and liquor ordinance violations handled by Krupp for the Village and for his travel time during the current billing period.

4. **Billing Disputes.**

In the event the Village President or any member or members of the Village Board have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Krupp be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any of the Village Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance.**

The services of the attorneys will begin May 1, 2022, and shall continue through April 30, 2023, unless sooner terminated by either party.

6. **Termination.**

Either party shall have the right to terminate this Agreement by written notice to the

other party at least sixty (60) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the Attorneys, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance.**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Business Automobile and Professional Liability Insurance Coverage in the following minimum amounts:

Commercial General Liability

General Aggregate Limit	\$1,000,000
Product-Completed Operation	\$1,000,000
Each Occurrence Limit	\$ 500,000
Personal and Advertising Injury Limit	\$ 500,000
Medical Expense Limit	\$ 5,000
Fire Damage, Any one Fire	\$ 50,000

Business Automobile

Combined Single Limits (each accident)	\$ 500,000
Auto Medical Payments	\$ 5,000
Uninsured Motorist – Combined Single Limits	\$ 500,000

Professional Liability

Each Claim	\$ 500,000
Aggregate	\$ 500,000

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ices) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____

Kevin Wallace, Village President

ATTEST:

By: _____

Lorna Giles, Village Clerk

LAW OFFICES OF ROBERT J. KRUPP, P.C.

By:  _____

Robert J. Krupp

Village of Bartlett
Finance Department Memo
2022-08

DATE: April 25, 2022

TO: Paula Schumacher, Village Administrator

FROM: Todd Dowden, Finance Director

SUBJECT: Professional Services Agreement with the Law Firm of Storino, Ramello & Durkin

Attached is the proposed professional services agreement for fiscal year 2022/23 for Thomas M. Bastian, Storino, Ramello & Durkin (Administrative Hearing Officer). Mr. Bastian acts as the Village's Administrative Hearing Officer and presides at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. There is no increase in the hourly rate charged.

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the Professional Service Agreement between the Village of Bartlett and the Law Firm of Storino, Ramello & Durkin.

LAW OFFICES

STORINO, RAMELLO & DURKIN

9501 WEST DEVON AVENUE
ROSEMONT, ILLINOIS 60018

(847) 318-9500

FACSIMILE (847) 318-9509

March 28, 2022

DONALD J. STORINO
MICHAEL K. DURKIN
RICHARD J. RAMELLO
NICHOLAS S. PEPPERS
THOMAS M. BASTIAN
MELISSA M. WOLF
ANDREW Y. ACKER
JAMES E. MACHOLL
BRIAN W. BAUGH
ANTHONY J. CASALE
PETER A. PACIONE
MATTHEW G. HOLMES
MICHAEL R. DURKIN
THOMAS J. HALLERAN
ADAM R. DURKIN

JOSEPH G. KUSPER
BRYAN J. BERRY
ANN M. WILLIAMS
LEONARD P. DIORIO
RICHARD F. PELLEGRINO
DONALD J. STORINO II
BRIAN R. KUSPER
MARK R. STEPHENS

OF COUNSEL

IN REPLY REFER TO FILE NO.

BARTL-1

Ms. Lorna Gilles
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

RE: 2022 Professional Services Agreement – Administrative Hearing Officer

Dear Lorna:

Enclosed herewith please find two (2) original executed 2022 Professional Services Agreement regarding our services as administrative hearing officer for the Village of Bartlett. Please forward one (1) executed agreement to my attention.

As always, we thank the Village for its continued support.

Very truly yours,

STORINO, RAMELLO & DURKIN


Thomas M. Bastian

TMB/cid
Encls.

RESOLUTION 2022- -R

**A RESOLUTION APPROVING OF THE PROFESSIONAL SERVICE
AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE LAW FIRM OF STORINO, RAMELLO & DURKIN**

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 Professional Service Agreement dated May 1, 2022, between the Law Firm of Storino, Ramello & Durkin and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022- -R enacted on May 3, 2023 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement made and entered at Bartlett, Illinois, this 1st day of May, 2022, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation, Cook, DuPage and Kane Counties, Illinois (the "Village") and the LAW FIRM OF STORINO, RAMELLO & DURKIN (the "Attorneys" or the "Firm").

WITNESSETH:

WHEREAS, the Village desires to engage the services of STORINO, RAMELLO & DURKIN, and in particular, Attorney THOMAS M. BASTIAN ("Bastian") of the LAW FIRM OF STORINO, RAMELLO & DURKIN, to furnish services as Administrative Hearing Officer to the Village; and

WHEREAS, Bastian and the Firm are willing to furnish said services to the Village, at the rates hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by and between the parties as follows:

1. **Scope of Services and Compensation**

Bastian and the Firm agree to furnish the following services to the Village in a competent and professional manner:

- a. Bastian and/or the Firm will act as the Village's Administrative Hearing Officer and preside at Village Administrative Adjudication Hearings for motor vehicle seizure and impoundments. In addition to actual time expended presiding at Village Administrative Hearings, travel time from Firm's office located in Rosemont, Illinois to the Village, extraordinary preparation time and preparation

of additional Findings of Fact and Orders will be billed at the following rate of \$150.00 per hour for actual time expended.

b. No allowance will be granted for return travel time after the conclusion of Administrative Hearings.

2. **Changes**

The Village may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Village Administrator and the Firm, shall be incorporated in written Amendments to this Agreement.

3. **Method of Payment**

The Firm shall submit a detailed monthly invoice specifying the time spent by Bastian or other qualified member of the Firm on behalf of the Village during the current monthly billing period.

4. **Billing Disputes**

In the event the Village President or any member or members of the Village Board of Trustees have any questions with respect to the Firm's invoice, the Village may withhold payment and request that Bastian be present at the next regular Village Board meeting immediately following the meeting at which said bill was originally placed on the "Bills List" for approval by the Village Board, to explain said invoice and answer any questions that the Village President, any members of the Village Board of Trustees or the Village Administrator may have with respect thereto.

5. **Time of Performance**

The services of the attorneys will begin May 1, 2022, and shall continue through April 30, 2023, unless sooner terminated by either party.

6. **Termination**

Either party shall have the right to terminate this Agreement by written notice to the other party at least sixty (60) days prior to the specified date of such termination. In such event, any and all finished and unfinished documents including, but not limited to Findings of Fact and related Orders, prepared by Bastian or the Firm, or any of them, under this Agreement shall at the option of the Village become its property.

7. **Insurance**

The Firm shall maintain and keep in force during the term of this Agreement Commercial General Liability, Workers' Compensation and Professional Liability Insurance coverage in the following minimum amounts:

<u>Commercial General Liability</u>	
General Aggregate Limit	\$2,000,000.00
Product-Completed Operation	\$2,000,000.00
Each Occurrence Limit	\$ 500,000.00
Medical Expense Limit	\$ 5,000.00
Fire Damage, Any one Fire	\$ 50,000.00
<u>Employers Non-Owned Auto Liability</u>	
Combined Single Limits (each accident)	\$ 500,000.00
<u>Professional Liability</u>	
Each Claim	\$5,000,000.00
Aggregate	\$5,000,000.00

Workers' Compensation

Each Claim	\$ 500,000.00
Aggregate	\$ 500,000.00

Within ten (10) days of the date of this Agreement, the Firm shall furnish the Village with a copy of a certificate(s) of insurance or with copies of the actual insurance policy(ies) evidencing that it has said insurance in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

VILLAGE OF BARTLETT

By: _____
Kevin Wallace
Village President

Attest:

By: _____
Lorna Giles
Village Clerk

LAW OFFICES OF STORINO, RAMELLO & DURKIN

By: 
Thomas M. Bastian



Agenda Item Executive Summary

Item Name Sanitary Sewer Easement Agreement with Maryville Academy Committee or Board Board

BUDGET IMPACT

Amount:	NA	Budgeted	NA
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

The attached easement agreement is for the temporary and permanent sanitary sewer easements that are needed for the Maryville (Herrick House) Lift Station and Force Main Project. These easements will allow us to re-route the Maryville sanitary sewer to allow us to renovate the lift station and maintain service to the Maryville area.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Easement Agreement and Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the temporary construction and permanent sanitary sewer easement agreement between Maryville Academy and the Village of Bartlett.

Staff: Dan Dinges, Director of Public Works Date: 04/25/22

PUBLIC WORKS MEMO



DATE: April 25, 2022

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Sanitary Sewer Easement Agreement with Maryville Academy

The attached easement agreement is for the temporary and permanent sanitary sewer easements that are needed for the Maryville (Herrick House) Lift Station and Force Main Project. These easements will allow us to re-route the Maryville sanitary sewer to allow us to renovate the lift station and maintain service to the Maryville area.

MOTION: I move to approve Resolution 2022-_____, a resolution approving of the temporary construction and permanent sanitary sewer easement agreement between Maryville Academy and the Village of Bartlett.

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE TEMPORARY CONSTRUCTION AND
PERMANENT SANITARY SEWER EASEMENT AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND MARYVILLE ACADEMY**

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 Temporary Construction and Permanent Sanitary Sewer Easement Agreement Between the Village of Bartlett and Maryville Academy (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

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 2022 - _____ enacted on _____, 2022, and approved on _____, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

Prepared by and Mail to:

Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL, 60172

Street Address:
951 West Bartlett Road
Bartlett, IL, 60103

TEMPORARY CONSTRUCTION AND PERMANENT SANITARY SEWER EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND PERMANENT SANITARY SEWER EASEMENT AGREEMENT (the "Agreement") is made and entered into as of May 3, 2022 by and between MARYVILLE ACADEMY, an Illinois not-for-profit corporation, (the "Grantor"), and the VILLAGE OF BARTLETT, an Illinois municipal corporation and unit of local government (the "Grantee"). The Grantor and the Grantee are hereinafter referred to individually as a "Party," and together referred to as the "Parties".

RECITALS

A. The Grantor owns certain real property in the Village of Bartlett, in Cook County, Illinois, legally described in Exhibit A attached to and expressly incorporated herein, which is commonly known as 951 West Bartlett Road, Bartlett, Illinois (the "Maryville Property").

B. The Grantee owns and operates a municipal sanitary sewer collection system within the corporate limits of the Village of Bartlett.

C. The Grantee, or a licensed professional engineer hired by the Grantee, has designed certain sanitary sewer improvements and appurtenances, including a portion thereof to be installed under and through that portion of the Maryville Property depicted on the Easement Exhibit appended hereto as Exhibit B-1 (and overlaid on an aerial photo of a portion of the Maryville Property appended hereto as Exhibit B-2) and designated on both Exhibits B-1 and B-2 as the "Permanent Utility Easement 2,516 SQ. FT." and legally described on Exhibit D, for the construction and installation of certain sanitary sewer improvements by the Grantee or a third party contractor hired by the Grantee, which will require the ongoing operation and maintenance thereof by the Grantee after the Project (hereinafter defined) has been completed.

D. To construct and install the Sanitary Sewer Improvements within the Permanent Utility Easement the Grantee will also need to and has requested that the

Grantor also grant it two temporary construction easements, one on each side of the Permanent Utility Easement, as depicted on the Easement Exhibits appended hereto as Exhibits B-1 and B-2 and designated on each as "Temporary Construction Easement #1 5,193 SQ. FT." (hereinafter defined the "East Temporary Construction Easement" which is legally described on Exhibit E-1); and "Temporary Construction Easement #2 1,640 SQ. FT." (hereinafter defined as the "West Temporary Construction Easement" which is legally described on Exhibit E-2) for the staging of equipment and storage of materials.

E. The Grantee, or a contractor hired by the Grantee, will construct and install certain sanitary sewer improvements including a portion of the work under and through the Permanent Utility Easement in strict accordance with the engineering plans prepared by Trotter Associates, Inc. dated January 27, 2022, entitled Herrick House Lift Station & Force Main Rehabilitation (the "Project"), consisting of 22 plan sheets (hereinafter collectively referred to as the "Engineering Plans", which are incorporated herein by this reference, but an excerpt of which being Sheet Number 9 which includes specifications, details, and notes that include that part of the Project to be constructed and installed on the Maryville Academy Property, which plan sheet is attached hereto as Exhibit C, and Grantee and/or its Contractor will stage equipment and store construction materials on the East Temporary Construction Easement and on the West Temporary Construction Easement (sometimes hereinafter referred to as the "Temporary Construction Easements") and after completion of the Project the Grantee will have the perpetual right to inspect, test, use, operate, maintain, repair and replace the Sanitary Sewer Improvements lying under and through the Permanent Utility Easement, and which construction, installation, staging of equipment and storage of materials, inspection, testing, repair and/or replacement work being defined and are sometimes hereinafter collectively referred to as the "Permitted Construction Activities". Provided the Grantor grants to the Grantee the Permanent Utility Easement, and the Temporary Easement by the execution of this Agreement, after completion of the installation of the Sanitary Sewer Improvements the Grantee will be authorized to, and shall perform the Restoration Work (hereinafter defined).

F. In the interest of cooperation, the Grantor is willing to grant the Permanent Utility Easement and the Temporary Construction Easements to the Grantee to use the respective premises for the Permitted Construction Activities for the Sanitary Sewer Improvements, and the Grantee is willing to accept such easements, all pursuant to and subject to the terms, conditions and undertakings hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated in their entireties by reference in this Section 1.

2. Permanent Easement Grant. Grantor hereby grants to Grantee, and to the Grantee's employees, engineer, contractors, subcontractors and material supplies (collectively, the "Grantee's Designees"), a non-exclusive, permanent easement within, over, upon, across, along, through and under the 21.08' x 129.36' x 20.01' x 122.24' portion of the Maryville Academy Property legally described on Exhibit D and depicted and designated on the Easement Exhibits appended hereto as Exhibit B-1 and B-2 as the "Permanent Utility Easement 2,516 SQ. FT." (hereinafter referred to as the "Permanent Utility Easement" or the "Permanent Easement Premises"), to construct, install, inspect, test, use, operate, maintain, repair and replace the Sanitary Sewer Improvements (the "Permanent Easement") in strict accordance with the Engineering Plans. The Grantor shall have the right to use the Permanent Easement, at any time for any purpose which does not unreasonably interfere with the Grantee's use of Permanent Easement Premises hereby granted or the Permitted Construction Activities. Should it become necessary for the Grantee to later disturb the Permanent Easement Premises in order to maintain, repair or replace the Sanitary Sewer Improvements situated therein ("Grantee Repair Activities"), the Grantee shall promptly, at its expense, repair or replace any damaged or disturbed areas (including turf, landscaping, pavement and / or curbs) so as to cause same to be returned to substantially the same condition they were in before the Grantee undertook the Grantee Repair Activities, and shall prior to commencing any such work notify the Grantor in writing, and shall cause any contractor that it hires to perform any such repair or replacement work have in place insurance meeting the requirements as set forth on Exhibit G.

3. Temporary Easements. The Grantor hereby grants to the Grantee (i) a non-exclusive temporary construction easement (the "East Temporary Easement"), within, over, upon, across and along that 40.00' x 130.28' x 40.01' x 129.36' portion of the Maryville Academy Property legally described on Exhibit E-1 and also depicted and designated on the Easement Exhibit as the "Temporary Construction Easement #1, 5,193 SQ. FT."; and (ii) a non-exclusive temporary construction easement (the "West Temporary Easement") within, over, upon, across and along that 20.00' x 82.24' x 20.00' x 81.78' portion of the Maryville Academy Property legally described on Exhibit E-2 and depicted and designated on the Easement Exhibits as "Temporary Construction Easement #2, 1,640 SQ. FT." (both of which are hereinafter collectively referred to as the "Temporary Construction Easements") to use for the staging of construction equipment and the storage of new and removed materials only during the Temporary Construction Term as defined in Section 4 of this Agreement, and for the purpose of restoring the surface and establishing turf thereon subject to the terms set forth in this Agreement.

4. Commencement of Construction. The Temporary Easement shall not commence until after the Grantee or its third party contractor has notified the Grantor that the Grantee has procured a permit or approvals for the Project from both the Illinois Environmental Protection Agency (the "IEPA") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD"), and from any other governmental entities that may have jurisdiction over or permitting authority over the Project (the "Requisite Permits") to construct and install the Project and operate the proposed sanitary sewer improvements, and further notifies the Grantor of the date its contractor intends to start the Permitted Construction Activities (the "Commencement Date"), and the Temporary

Construction Easements granted by this Agreement, shall expire upon the completion of the Sanitary Sewer Improvements and final approval of the Project by the Grantee and all appropriate regulatory authorities or forty-five (45) days after the Commencement Date, whichever is earlier (the "Temporary Construction Easement Term"), unless sooner terminated pursuant to the provisions of paragraph 16 of this Agreement, or extended by the mutual written agreement of the Parties. The obligations of the Grantee under this Agreement shall survive the termination or expiration of the Temporary Construction Easement Term, including without limitation, the Grantee's obligation to perform the Restoration Work (hereinafter defined), and under no circumstances shall any such obligation of the Grantee be deemed discharged until fully performed in accordance with the provisions of this Agreement.

5. No Blockage or Access to Maryville City of Youth. The Grantee and the Grantee's Designees shall maintain roadway access to the Maryville City of Youth building and facilities at all times during construction.

6. Protection of Maryville Property and Maryville Improvements. The Grantee shall construct the Sanitary Sewer Improvements in a safe, clean and timely manner, in accordance with the Engineering Plans, and in conformity with all applicable Federal, State, Cook County, or local statutes, ordinances, rules, regulations and permits, all at the Grantee's sole cost and expense. In furtherance and not in limitation of such obligation, the Grantee shall, at any time that work is being performed in or upon the Temporary Construction Easement Premises, and/or within, over, upon, across, along, through and/or under the Permanent Easement Premises (sometimes collectively referred to herein generally as the "Easement Premises"), and Grantee shall require its contractor to protect the Maryville Academy entrance sign, lighting, landscaping, including installing and maintaining safety fencing separating the Easement Premises from the remainder of the Maryville Academy Property and adjoining properties, at the Grantee's sole cost and expense. Said fencing shall be maintained in good and safe repair and condition at all times. The fencing shall be of materials specified in the Illinois Department of Transportation's (IDOT) Standard Specifications for Road and Bridge Construction Adopted January 1, 2007. Equipment, machinery, tools or materials stored or remaining overnight on the Temporary Construction Easement Premises, or either of them, at any time that work is being performed within, over, upon, across, along, over, under or through the Permanent Easement Premises, shall be limited to the Temporary Easement Premises, or either of them, and shall be stored in a safe manner, with access to same restricted in such a manner so as to minimize any risk to the Grantor's employees, agents, contractors or patrons. No explosives or flammable or hazardous substances of any kind, including environmentally hazardous materials, shall be transported across, brought upon, or stored or deposited on, the Maryville Academy Property. The Easement Premises at all times shall be kept reasonably free of accumulations of debris, waste and garbage, and no construction activity, debris, waste or garbage generated by the project shall be allowed on any other portion of the Maryville Academy Property. Grantee and its contractors will not remove trees, bushes or similar landscape or hardscape improvements within the Easement Premises, or the from any other portion of the Maryville Academy Property, for any purpose without the prior written consent of Grantor. The Permitted Construction Activities on the Easement Premises, and all installation and

maintenance of the Sanitary Sewer Improvements shall be properly conducted by Grantee and/or the Grantee's Designees, and all expenses associated therewith shall be the sole responsibility of Grantee. In the event the Sanitary Sewer Improvements constructed and installed adversely impact the Easement Premises or from any other portion of the Maryville Academy Property or damage to the wiring for the Maryville Academy sign (for example if subsidence of the earth occurs in the area of the Easement Premises, or a sanitary sewer pipe breaks causing damage from seepage or unnatural water retention or the wiring to the Maryville Academy sign were to be damaged), the Grantee shall immediately repair and rectify any such condition to make it operational and restore the affected portion of the Maryville Academy Property to the same condition as existed immediately preceding the initial installation of the Sanitary Sewer Improvements, at the Grantee's sole cost and expense.

7. Grantee's Designees. The Temporary Construction Easements shall be used and enjoyed solely by the Grantee and its duly authorized employees, agents, contractors and designees for the Permitted Construction Activities only, and not for any other purposes, and the Grantee shall not grant permission to traverse, or allow its contractor to enter upon or otherwise use the Temporary Construction Easement Premises unless its contractor has satisfied the insurance requirements set forth in paragraph 14 hereof and Exhibit G attached hereto.

8. No Assignment by Grantee. From and after completion of the Sanitary Sewer Improvements and subject to the rights reserved by the Grantor hereunder, the Permanent Easement Premises shall be used and enjoyed solely by the Grantee and its contractors for the use, operation, maintenance, repair and/or replacement of the Sanitary Sewer Improvements, and the Grantee shall not assign its easement rights in whole or in part or give permission to traverse, enter upon or otherwise permit use of the Permanent Easement Premises, or to any contractor that the Grantee hires to perform work upon the Permanent Easement Premises that has not satisfied the insurance requirements set forth in paragraph 14 and Exhibit G attached hereto.

9. Suspension of Easements. The Grantor shall have the right at any time to suspend the Temporary Construction Easements and/or the Permanent Easement granted herein for safety or health reasons upon 48 hours prior written notice from the Grantor to the Grantee and Grantee's failure to cure within two business days after receipt of said notice (or such additional time as may be reasonably necessary to cure the health or safety concerns cited by Grantor in the notice), or for breach by the Grantee of any of its obligations under this Agreement, without waiving the Grantor's right to terminate the Temporary Construction Easements as provided in paragraph 17 of this Agreement, below. If any of Grantee's activities on the Easement Premises create an immediate and serious threat to the life, health or safety of any person or to the safety of the property of any person, and Grantor is unable to contact Grantee to immediately repair the conditions creating such threat after reasonable attempts to do so, Grantor may, but shall not be obligated to, repair such conditions and give Grantee notice of such repair as soon as possible, and Grantee shall pay Grantor's costs of such repair within ten (10) days of the presentation of an invoice from Grantor, detailing such costs.

10. Rights Not Specifically Granted. Any rights to the Easement Premises not specifically granted to Grantee in this Agreement are reserved to the Grantor, its successors and assigns. The Grantor's exercise of discretion under this Agreement, including without limitation, its discretion to exercise its rights or refrain therefrom as described in paragraphs 9 and 11, shall not impose or create any responsibility or liability on Grantor or affect, reduce or nullify in any way the Grantee's obligations under this Agreement.

11. Grantor's Rights Reserved. The Grantor shall have the right to use the Maryville Academy Property, including the Easement Premises, at any time for any purpose which does not unreasonably interfere with the Permitted Construction Activities or the easement granted herein. The Grantor shall have the right to enter upon the Easement Premises at any time(s) to inspect the Easement Premises and any improvements thereon, to determine the Grantee's compliance with the terms and conditions of this Agreement.

12. Restoration Work. Upon termination of the Temporary Construction Easements by lapse of time or otherwise, the Grantee shall restore the Temporary Construction Easement premises and any other affected portion(s) of the Maryville Academy Property, including the surface of the Permanent Utility Easement Premises to the condition existing immediately prior to the commencement of any activity thereon by the Grantee, or to a condition better than that condition. Additionally, the Grantee shall repair all damage to the Maryville Academy Property and to any improvements located thereon and any other affected portion(s) of the Property or other adjacent real property of the Grantor, and replace all lost or destroyed items (the "Restoration Work"). By way of example and not limitation, all disturbed turf areas will be restored to match the existing turf areas adjacent to the Easement Premises. Any damage to other improvements will be repaired or replaced by Grantee as reasonably deemed necessary by the Grantor. Grantee will remove all construction and site debris, including but not limited to, brush, rocks, stumps, dirt, and Grantee will restore turf areas with 6" of topsoil and will cause the site to be fine-graded, seeded with grass, and an SC75BN erosion blanket placed to restore the disturbed area to its original state of usefulness. For a period of one year after completion of restoration, trench surfaces will be maintained in a safe condition and restored to the original grade as necessary. Notwithstanding the foregoing, all restoration, repair and replacement work, including but not limited to, the replacement of any damaged concrete or asphalt, shall be completed to the satisfaction of the Grantor within thirty (30) days after the expiration of the Temporary Construction Easement Term or, if due to weather conditions or other circumstances which, in the Grantor's opinion, would make any such restoration, repair and replacement inadvisable, then within such later time period as the Grantor reasonably shall request.

13. Grantee's Own Risk; Waiver of Claims. The Grantee shall conduct its operations on the Easement Premises entirely at its own risk. To the fullest extent permitted by the laws of the State of Illinois, the Grantee hereby forever waives, relinquishes and discharges and the Grantor, its directors, officers, employees, agents and volunteers from and against any and all claims of every nature whatsoever, which the Grantee may have at any time against the Grantor, its directors, officers, employees,

agents and volunteers, including without limitation claims for personal injury or property damage sustained or incurred by the Grantee or any person claiming by, through or under the Grantee, relating directly or indirectly to the Grantee's use of the Maryville Academy Property or to the Permitted Construction Activities.

14. Insurance. Grantee shall procure and maintain until the Restoration Work is completed, insurance meeting the Insurance to be Maintained by the Grantee Requirements as set forth on Exhibit F, and shall require its general contractor to procure and maintain until the completion of the Sanitary Sewer Improvements project the insurance meeting the Insurance to be Maintained on Contractor's Performing Work on the Maryville Academy Property Requirements attached hereto as Exhibit G.

15. Indemnification of Grantor. The Grantee shall, to the fullest extent permitted by the laws of the State of Illinois, defend, indemnify and hold harmless the Grantor, and each of its directors, officers, employees, agents and volunteers (the "Indemnified Parties"), against and from any and all liabilities, claims, losses, costs, damages and expenses of every nature whatsoever, including without limitation reasonable attorneys' and paralegal fees, suffered, incurred or sustained by any such Indemnified Party, including without limitation for the death of or injury to any person or the loss, destruction or theft of or damage to any property, relating directly or indirectly to, or arising directly or indirectly from the Permitted Construction Activities, or the ongoing use, operation, maintenance, repair and/or replacement of the Sanitary Sewer Improvements, or the exercise by the Grantee, its officials, officers, employees, agents, or contractors or any other person acting on its or their behalf or with its or their authority or permission, of the rights and privileges granted the Grantee under this Agreement, except where caused by the sole negligence or willful misconduct of any of the Indemnified Parties. The Grantee shall, to the fullest extent permitted by the laws of the State of Illinois, defend, indemnify and hold harmless the Indemnified Parties against and from any and all claims, losses, costs, damages and expenses, including without limitation reasonable attorney's and paralegal fees suffered, sustained or incurred by or as a result of the Grantee's breach of any provision of this Agreement or otherwise incurred by the Grantor in enforcing the terms of this Agreement.

16. Performance and Payment Bonds. The Grantee shall not cause or suffer or permit to be created any mechanics or materialmen's liens or claims against the Maryville Academy Property arising out of the Permitted Construction Activities. The Grantee shall, to the fullest extent permitted by the laws of the State of Illinois, defend, indemnify and hold harmless the Grantor from and against any such claims or liens. In addition, Grantee shall cause the general contractor that it hires to perform the Sanitary Sewer Improvements work to procure a performance bond and a labor and material payment bond, both co-signed by the said general contractor and by a surety licensed to issue and execute sureties by the Illinois Department of Insurance and with a financial strength rating of at least an A- by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency in an amount not less than 100% of the contract sum for the Sanitary Sewer Improvement work to guaranty completion of the Sanitary Sewer Improvements work and to guarantee full payment of all

subcontractors and material suppliers that furnish labor and/or materials in connection with the Sanitary Sewer Improvements work.

17. Termination. The Temporary Construction Easement and this Agreement may be terminated prior to the expiration of the Temporary Construction Easement Term by lapse of time under the following circumstances:

a. immediately upon written notice to the Grantee in the event the Grantee or its contractor(s) shall fail to procure or maintain the insurance required under paragraph 14 of this Agreement, or shall fail to provide evidence of such coverage; or

b. immediately upon the Grantee's failure to remedy or obtain remedy by its contractor(s) of any breach of any term or condition of this Agreement (other than paragraph 14 of this Agreement regarding insurance) within ten (10) days after written notice of such breach is delivered to the Grantee; or

c. immediately upon notice by the Grantee to the Grantor that Grantee has abandoned the construction of the Sanitary Sewer Improvements. In the event that Grantee abandons the Project, Grantee shall restore any disturbed areas in accordance with the requirements of paragraph 12 of this Agreement.

18. Recording of Agreement. This Agreement may be recorded by the Grantee, at the Grantee's expense, in the office of the Cook County Recorder of Deeds.

19. No Waiver. No waiver of any rights which Grantor has in the event of any default or breach by the Grantee under this Agreement shall be implied from Grantor's action or failure to act on account of such breach or default, and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

20. Notices. Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax transmission, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Grantor:
Maryville Academy

With copy to:

If to the Grantee:
Village of Bartlett
228 South Main Street
Bartlett, Illinois, 60103
Attention: Paula Schumacher
Village Administrator

With copy to:
Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 E. Irving Park, Roselle, IL, 60172

Notices sent by certified mail shall be deemed delivered upon signed receipt of certified mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax transmission or by email transmission shall be deemed given on the date of transmission of between 9:00 a.m. and 5:00 p.m. on a business day, or, if later, the next business day.

21. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the use of the Maryville Academy Property by the Grantee in connection with the Permitted Construction Activities, and the subsequent use, operation, maintenance, repair and/or replacement of the Sanitary Sewer Improvements, and supersedes all prior agreements, oral or written, with respect to such subject matter and cannot be modified except by a writing, dated subsequent to the date hereof and signed by both Parties. This Agreement shall be governed by, and construed under, the internal laws of the State of Illinois. The forum for resolving any disputes concerning the Parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for Cook County.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officers, as of the year and date first above written.

GRANTOR:

GRANTEE:

MARYVILLE ACADEMY

VILLAGE OF BARTLETT

By: _____

By: _____
Kevin Wallace, Village President

Attest:

Attest:

Lorna Giles, Village Clerk

State of Illinois)
) ss:
County of DuPage)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, personally known to me to be the _____ of MARYVILLE ACADEMY, an Illinois not-for-profit corporation, and _____, personally known to me to be the _____ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as said _____ and _____, they signed, sealed and delivered the said instrument in their official capacities, pursuant to authority given by the corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

State of Illinois)
) ss:
County of DuPage)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Kevin Wallace, personally known to me to be the Village President of the Village of Bartlett, and Lorna Giles, personally known to me to be the Village Clerk of the Village of Bartlett, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, as said President and Village Clerk, they signed, sealed and delivered the said instrument in their official capacities, pursuant to authority given by the Board of Trustees of said Village as the free and voluntary act and deed of said Village for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2022.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE MARYVILLE ACADEMY PROPERTY

PARCEL A:

THE WEST 4 ACRES OF THE EAST 5 ACRES OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL B:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34 AFORESAID, RUNNING THENCE NORTH 40 RODS; THENCE EAST 20 RODS THENCE SOUTH 40 RODS – THENCE WEST 20 RODS TO THE POINT OF BEGINNING;

PARCEL C:

LOT 28 IN THE COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT THEREOF RECORDED MAY 31, 1895 IN BOOK 66 OF PLATS AT PAGE 50 AS DOCUMENT 2227310 (OTHERWISE KNOWN AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34);

PARCEL D:

LOTS 35 AND 37 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 34 AFORESAID;

PARCEL E:

A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH ALONG THE SECTION LINE 1330.7 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE EAST 33 FEET; THENCE NORTH PARALLEL WITH THE SECTION LINE 1330.7 FEET; THENCE WEST 33 FEET TO THE POINT OF BEGINNING;

PARCEL F:

THE SOUTH 26.87 ACRES OF THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN SITUATED IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH IN SECTION LINE TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER TO A POINT 326.9 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF

SAID SOUTHEAST QUARTER; THENCE NORTH 6 DEGREE AND 15 MINUTES EAST TO A POINT IN THE NORTH LINE OF SAID SOUTHEAST QUARTER BEING 587 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST HALF OF SAID SOUTHEAST QUARTER: THENCE EAST ON THE NORTH LINE OF SAID SOUTHEAST QUARTER TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM, THAT PORTION SET FORTH IN CERTIFICATE OF TITLE NO. 1202112 THEREOF RECORDED IN COOK COUNTY, ILLINOIS ON SEPTEMBER 19, 1974 IN VOLUME 2410-1, PAGE 57, AS DOCUMENT 247587 AND DESCRIBED AS THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SAID SOUTHEAST QUARTER THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 33 TO THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER FOR A POINT OF BEGINNING; THENCE WEST ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER TO A POINT 326.9 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF SAID SOUTHEAST QUARTER THENCE NORTH, 6 DEGREES 15 MINUTES EAST FOR A DISTANCE OF 402.39 FEET; THENCE EAST FOR A DISTANCE OF 962.122 FEET TO A POINT u-1 THE EAST LINE OF SAID SECTION 33, SAID POINT BEING 400 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER THENCE SOUTH ALONG THE LAST DESCRIBED EAST LINE TO THE POINT OF BEGINNING (EXCEPTING THEREFROM ALL THAT PART OF THE ABOVE DESCRIBED TRACT OF LAND LYING WESTERLY OF A LINE WHICH IS PARALLEL WITH AND 100 FEET NORMALLY DISTANT EASTERLY OF THE CENTERLINE OF ROUTE 59 AS INDICATED BY DOCUMENT NUMBER 11129624).

PARCEL G:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH IN SECTION LINE 127 FEET; THENCE SOUTH 89 DEGREES AND 22 MINUTES WEST 182 FEET; THENCE NORTH 0 DEGREES 54 MINUTES EAST 1428 FEET TO THE NORTHERN LINE OF THE SOUTH HALF OF SAID SECTION 33; THENCE EAST 177 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART OF SAID TRACT FALLING WITHIN A STRIP OF LAND 100 FEET WIDE, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT (BEING THE INTERSECTION OF THE CENTER LINE OF SUTTON ROAD AND WEST BARTLETT ROAD AND MORE PARTICULARLY DESCRIBED HEREINAFTER) ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 985.91 FEET WEST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 33 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 33, AFORESAID AND CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 1881.16 FEET TO A POINT OF CURVE; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A CURVED LINE TANGENT TO THE LAST DESCRIBED STRAIGHT LINE CONVEX TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1868.56 FEET, A DISTANCE OF 872.83 FEET TO A POINT; THENCE IN A GENERAL SOUTHEASTERLY DIRECTION ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 366.04 FEET TO A POINT OF CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE TANGENT TO THE LAST DESCRIBED STRAIGHT LINE CONVEX TO THE SOUTH AND HAVING A RADIUS OF 2963.72 FEET, A DISTANCE OF 920.49 FEET TO A POINT; THENCE IN A GENERAL EASTLY DIRECTION ALONG A STRAIGHT LINE TANGENT TO THE LAST DESCRIBE COURSE, A DISTANCE OF 338.56 FEET TO A POINT OF A CURVE; THENCE IN A GENERAL EASTERLY DIRECTION ALONG A CURVED LINE TANGENT TO

THE LAST DESCRIBED STRAIGHT LINE CONVEX TO THE NORTH AND HAVING A RADIUS OF 2963.72 FEET, A DISTANCE OF 77.71 FEET TO A POINT, SAID POINT BEING 30 FEET SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND 618.57 WESTERLY OF THE INTERSECTION OF THE CENTER LINE OF RAILROAD AVENUE AND WESTERN AVENUE IN THE VILLAGE OF BARTLETT; THENCE IN A GENERAL EASTERLY DIRECTION ALONG THE CENTER LINE OF RAILROAD AVENUE AND RAILROAD AVENUE EXTENDED (THIS LINE BEING 30 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY) AS DISTANCE OF 618.57 FEET TO THE INTERSECTION OF AFORESAID CENTER LINE OF RAILROAD AVENUE AND WESTERN AVENUE.

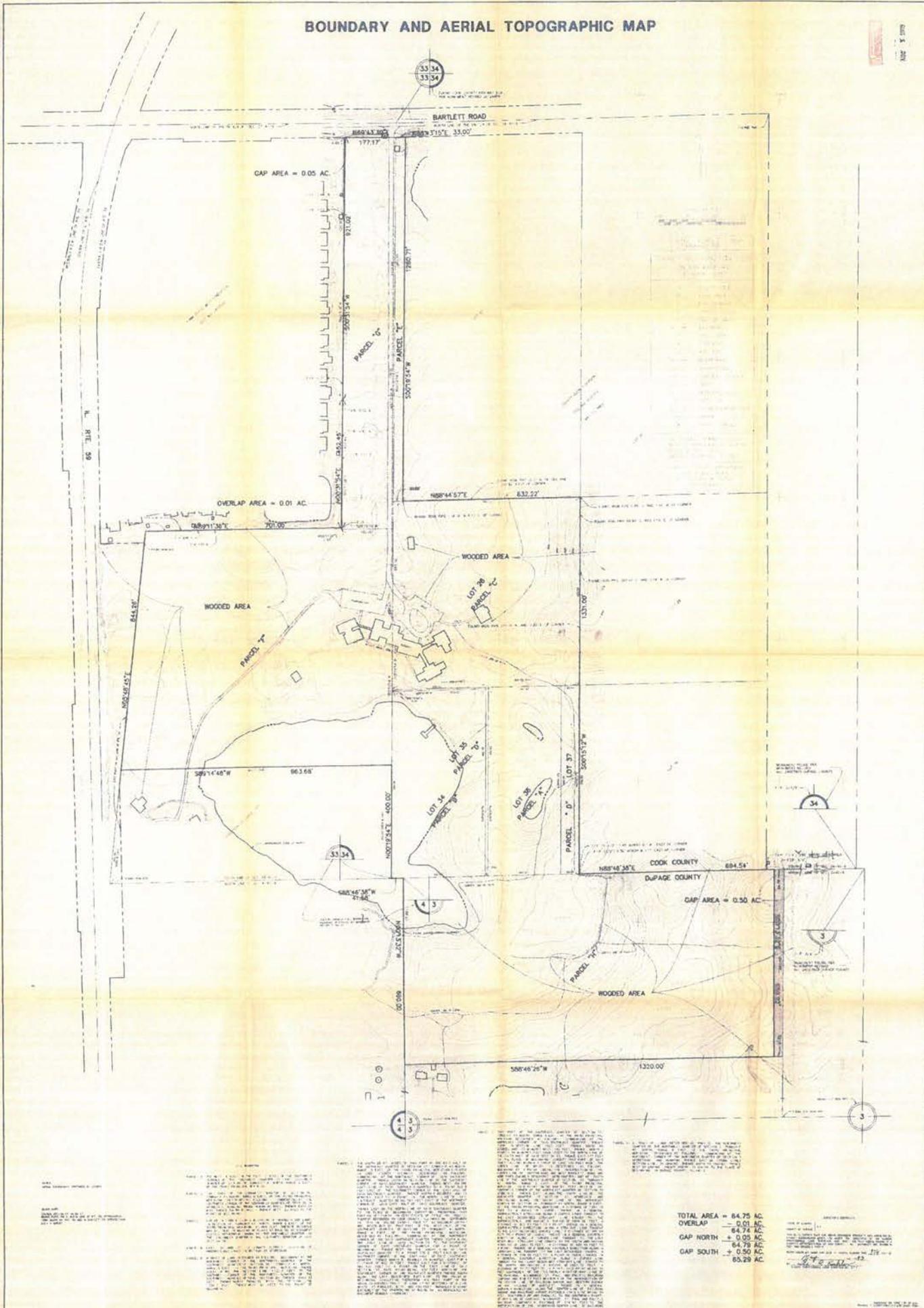
PARCEL H:

A TRACT OF LAND DESCRIBED AS PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 9 EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 2 AFORESAID; AND RUNNING THENCE EAST ON (TOWN LINE) SECTION LINE, 20 CHAINS; THENCE SOUTH 10 CHAINS, THENCE WEST 20 CHAINS, THENCE NORTH 10 CHAINS TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

BOUNDARY AND AERIAL TOPOGRAPHIC MAP

DATE: 11-10-03
 DESIGNED BY: JRM
 DRAWN BY: JRM
 CHECKED BY: JRM

PROJECT NO.	1362
SHEET	1
DATE	11-10-03
DESIGNED BY	JRM
DRAWN BY	JRM
CHECKED BY	JRM



BOUNDARY AND AERIAL TOPO

MARYVILLE ACADEMY
 BARTLETT, ILLINOIS

REVISIONS

NO.	DATE	DESCRIPTION

COWHEY GUDMUNDSON LEDER, LTD.
 300 PARK BOULEVARD
 ITASCA, ILLINOIS 60143
 CONSULTING ENGINEERS (708) 250-9995

TOTAL AREA = 64.95 AC.
 OVERLAP = 0.01 AC.
 GAP NORTH = 0.05 AC.
 GAP SOUTH = 0.50 AC.
 64.49 AC.

EXHIBIT B-1

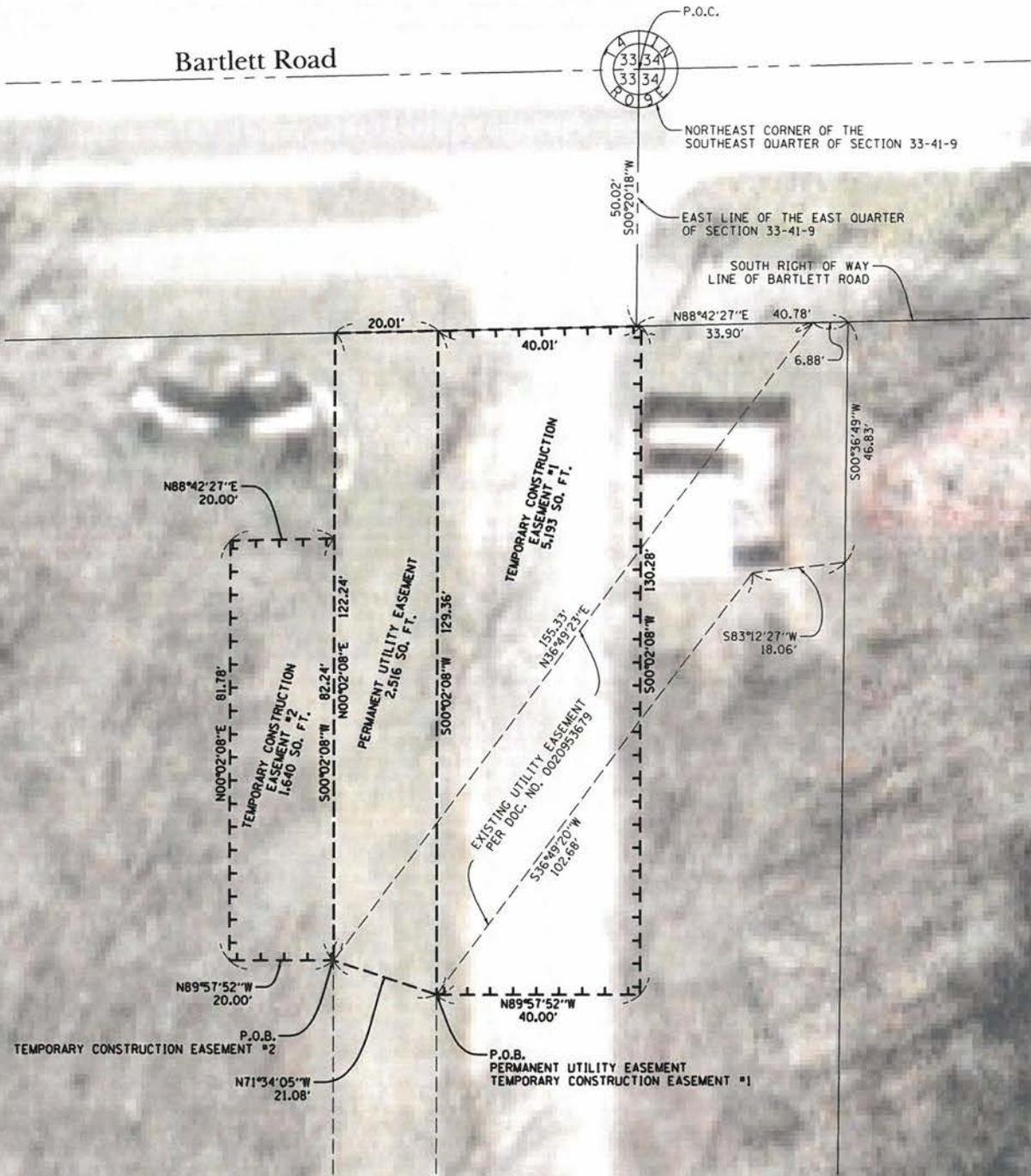
EASEMENT EXHIBIT

EXHIBIT B-2

EASEMENT EXHIBIT (AERIAL)

Easement Exhibit

B-2



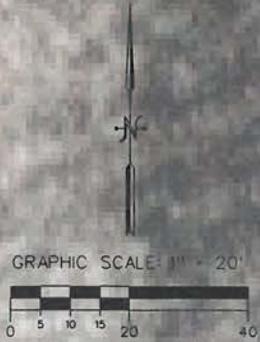
PREPARED FOR:
VILLAGE OF BARTLETT
11500 BITTERSWEET DRIVE
BARTLETT, IL 60103

PREPARED BY:



Experienced Professionals - Better Solutions
Serving the Community Since 1999

40W201 Wasco Road, Suite D
St. Charles, IL 60175
Ph. 630-587-0470 Fax 630-587-0475



FIELD WORK COMPLETED 12/2/21
BY TROTTER & ASSOCIATES, INC.

EXHIBIT C

ENGINEERING PLAN EXCERPT SHEET

EXHIBIT D

**LEGAL DESCRIPTION OF THE
PERMANENT EASEMENT PREMISES**

Per M U B

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 20 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD; THENCE NORTH 88 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.78 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 46.83 FEET; THENCE SOUTH 83 DEGREES 12 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.06 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 102.68 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 71 DEGREES 34 MINUTES 05 SECONDS WEST, A DISTANCE OF 21.08 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 122.24 FEET TO THE SAID SOUTH RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 20.01 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 129.36 FEET TO THE POINT OF BEGINNING, CONTAINING 2,516 SQUARE FEET, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

U

EXHIBIT E-1

**LEGAL DESCRIPTION OF THE EAST TEMPORARY
CONSTRUCTION EASEMENT PREMISES**

ETCE #1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 20 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD; THENCE NORTH 88 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.78 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 46.83 FEET; THENCE SOUTH 83 DEGREES 12 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.06 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 102.68 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 129.36 FEET TO THE SAID SOUTH RIGHT OF WAY LINE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.01 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 130.28 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5,193 SQUARE FEET, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

E-1

EXHIBIT E-2

**LEGAL DESCRIPTION OF THE WEST TEMPORARY
CONSTRUCTION EASEMENT PREMISES**

Revised WITCE A-2

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, AND THE SOUTHWEST QUARTER OF SECTION 34, ALL IN TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 20 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 50.02 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST BARTLETT ROAD; THENCE NORTH 88 DEGREES 42 MINUTES 27 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 40.78 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 46.83 FEET; THENCE SOUTH 83 DEGREES 12 MINUTES 27 SECONDS WEST, A DISTANCE OF 18.06 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 20 SECONDS WEST, A DISTANCE OF 102.68 FEET; THENCE NORTH 71 DEGREES 34 MINUTES 05 SECONDS WEST, A DISTANCE OF 21.08 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS EAST, A DISTANCE OF 81.78 FEET; THENCE NORTH 88 DEGREES 42 MINUTES 27 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 82.24 FEET TO THE POINT OF BEGINNING, CONTAINING 1,640 SQUARE FEET, MORE OR LESS, IN COOK COUNTY, ILLINOIS.

EXHIBIT F

INSURANCE TO BE MAINTAINED BY THE GRANTEE REQUIREMENTS

The Grantee is a member of the Intergovernmental Risk Management Agency and its Certificate of Insurance is attached hereto and incorporated herein by reference.



Certificate of Coverage

Name and Address of Agency

IRMA
999 Oakmont Plaza Drive, Suite 310
Westmont, IL 60559
(708) 562-0300

Name and Address of Member

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

Scope of Coverage

This certificate is issued as a matter of information only and confers no rights upon the recipient. This certificate does not amend, extend or alter the coverages provided to the member. Intergovernmental Risk Management Agency (IRMA) is not an insurance company. IRMA is an Illinois intergovernmental cooperative agency established by contracting units of local government pursuant to Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/ et. seq. IRMA is a joint municipal risk pool and administers its members' coverage.

Coverages

This is to certify that the coverages listed below are provided by IRMA to the member named above for the Coverage Term indicated. This coverage is subject to all terms and conditions of the IRMA Bylaws and all terms, provisions and exclusions of the Coverage Document, and any applicable contract(s) of commercial insurance.

Scope of Coverage	Coverage Dates	Limits Each Occurrence
General Liability (Coverage #IRMA-GL) Bodily Injury & Property Damage Combined Single Limit Products-Completed Operations General Aggregate	11/01/2021- 11/01/2022	\$2,000,000 \$2,000,000 \$4,000,000
Automobile Liability (Coverage #IRMA-Auto) Bodily Injury & Property Damage Combined Single Limit	11/01/2021- 11/01/2022	\$1,000,000
Workers' Compensation (Policy #SP 4065610) Employers Liability	11/01/2021- 11/01/2022	Statutory \$1,000,000

Description of Operations/Locations/Vehicles/Special Items

Evidence of coverage for the Sanitary Sewer Easement Agreement between Maryville Academy and the Village of Bartlett.

Certificate Holder

Maryville Academy
1150 N. River Road
Des Plaines, IL 60016
Attn: Edward McCarthy

Authorized Representative:

Margo Ely, Executive Director

Date Issued:

March 15, 2022



Certificate of Coverage continuation

Date: March 15, 2022	
Name and Address of Member: Village of Bartlett 228 S. Main St. Bartlett, IL 60103	Certificate Holder: Maryville Academy 1150 N. River Road Des Plaines, IL 60016
Additional Insured Status: The Maryville Academy is named as an additional insured on a primary and non-contributory basis on the general liability and auto liability, but only with respect to the Village's liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Village's acts or omissions or the acts or omission of those acting on the Village of Bartlett's behalf. The coverage afforded the additional insured only applies to the extent permitted by law; and if the coverage provided to the additional insured is required by contract or agreement, the coverage afforded to the additional insured will not be broader than which is required by the contract or agreement to provide to the additional insured. The most we will pay on behalf of the additional insured is the amount of coverage required by the contract or agreement or the limit available under the applicable Limits of Coverage shown in the Declarations, whichever is less. This certificate does not increase the applicable Limits of Coverage shown in the Declarations.	

EXHIBIT G

INSURANCE TO BE MAINTAINED BY CONTRACTORS PERFORMING WORK ON THE MARYVILLE ACADEMY PROPERTY REQUIREMENTS

As used herein, "Owner" means Maryville Academy, an Illinois Not-for-Profit Corporation. "Contractor" means any contractor performing work on either or both the Temporary Construction Easement Premises and the Permanent Easement Premises or and/or pursuant to a contract with Grantee, and "Contract" means any agreement between the Contractor and Grantee for work to be performed on the Easement Premises. All of the provisions of this Exhibit shall be incorporated in any Contract between a Contractor and Grantee for any such work.

Contractor shall obtain insurance of the types and in the amounts listed below:

A. Commercial General and Umbrella Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner.

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

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence for at least three (3) years following substantial completion of the work.

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

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

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

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

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

D. Workers' Compensation Insurance

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

If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days written notice to Owner prior to the

cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, to prohibit Contractor or any subcontractor from entering the Project Site until such certificate(s) or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

Failure to maintain the required insurance may result in termination of this Contract at Owner's option.

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

Contractor shall provide certified copies of all insurance policies required above within ten (10) days of Owner's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase

and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner and its officers, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent or wrongful act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



Agenda Item Executive Summary

Item Name	Maryville (Herrick House) Lift Station and Force Main Award	Committee or Board	Board
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BUDGET IMPACT

Amount:	\$1,347,770	Budgeted	\$1,450,000
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List what fund	Sewer (Lift Station Rehabilitation)
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EXECUTIVE SUMMARY

BACKGROUND

On April 6, 2022, the village opened bids for the Maryville (Herrick House) lift station and force main project, the project consists of converting the current dry well pumping system to a wet well system, and the installation of 3,747 linear feet of eight-inch (8") PVC sanitary force main. Aside from the beneficial rehabilitation to the station, this would eliminate a confined space entry permit, as employees would no longer have to go down the well for weekly maintenance and checks.

Three (3) bids were received ranging from \$1,347,770 - \$1,604,175. The contractor selected was H. Linden & Sons Sewer and Water, Inc. of Plano, IL. The engineering firm assisting on this project, Trotter and Associates, Inc. has submitted a letter and bid tabulation for review stating past experiences with this contractor have been favorable. H. Linden and Sons was lower than the engineer's estimate of \$1.46 million.

The Capital Budget includes approximately \$1.45 million for lift station rehabilitation.

RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor, Staff recommends entering into an agreement with H. Linden & Sons Water and Sewer, Inc.

ATTACHMENTS (PLEASE LIST)

- Memo
- Recommendation Letter
- Resolution
- Agreement

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: MOVE TO APPROVE RESOLUTION #2022-____-R, A RESOLUTION APPROVING OF THE HERRICK HOUSE LIFT STATION AND FORCE MAIN PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND H. LINDEN & SONS WATER AND SEWER, INC.

Staff:	Dan Dinges, Director of Public Works	Date:	4/25/2022
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Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Maryville (Herrick House) Lift Station and Force Main Award**
Date: April 25, 2022

BACKGROUND

On April 6, 2022, the village opened bids for the Maryville (Herrick House) lift station and force main project, the project consists of converting the current dry well pumping system to a wet well system, and the installation of 3,747 linear feet of eight-inch (8") PVC sanitary force main. Aside from the beneficial rehabilitation to the station, this would eliminate a confined space entry permit, as employees would no longer have to go down the well for weekly maintenance and checks.

Three (3) bids were received ranging from \$1,347,770 - \$1,604,175. The contractor selected was H. Linden & Sons Sewer and Water, Inc. of Plano, IL. The engineering firm assisting on this project, Trotter and Associates, Inc. has submitted a letter and bid tabulation for review stating past experiences with this contractor have been favorable. H. Linden and Sons was lower than the engineer's estimate of \$1.46 million.

The Capital Budget includes approximately \$1.45 million for lift station rehabilitation.

RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor, Staff recommends entering into an agreement with H. Linden & Sons Water and Sewer, Inc.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022- ____-R, A RESOLUTION APPROVING OF THE HERRICK HOUSE LIFT STATION AND FORCE MAIN PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND H. LINDEN & SONS WATER AND SEWER, INC.

RESOLUTION 2022-_____

A RESOLUTION APPROVING THE HERRICK HOUSE LIFT STATION AND FORCE MAIN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND H. LINDEN & SONS WATER AND SEWER, INC.

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

SECTION ONE: The bid for the Village's Herrick House Lift Station and Force Main work (the "Project Work") in the amount of \$1,347,770, as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to Hoerr Construction, Inc. as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The Herrick House Lift Station and Force Main Agreement dated May 3, 2022, between H. Linden & Sons Water and Sewer, Inc. and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022-____ enacted on May 3, 2022 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

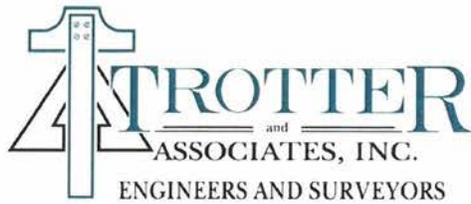


EXHIBIT A

April 7th, 2022

Village of Bartlett
Attn: Dan Dinges
Public Works Director
1150 Bittersweet Dr.
Bartlett, IL. 60103

Re: Recommendation to Award
Herrick House Lift Station & Forcemain Rehabilitation

Dear Mr. Dinges,

The Village of Bartlett advertised the above reference project in accordance with local, state, and federal guidelines on March 9th, 2022. The Village received bids until 2:00 p.m. on Wednesday, April 6th, 2022. Three bids were received for the project and were immediately opened and read aloud at Village Hall, 228 S. Main Street, Bartlett, Illinois. The following is a tabulation of the bids received:

<u>Company</u>	<u>Total Bid Amount</u>	<u>Percent Above Low Bid</u>
<i>Engineer's Opinion of Probable Cost</i>	\$ 1,466,300.00	-
H. Linden and Sons	\$ 1,347,770.00	-
Tracy and Ed Construction, Inc.	\$ 1,440,940.00	6.9%
Trine Construction Corp.	\$ 1,604,175.00	19.0%

H. Linden and Sons of Plano, Illinois was the apparent low bidder with a total bid amount of \$1,347,770.00. This bid is 8.8% less than the final engineer's estimate of \$1,466,300.00. Trotter and Associates (TAI) has reviewed the bidding documents, required certifications, and confirmed that H. Linden and Sons has provided a complete bid package. TAI has worked directly with H. Linden and Sons previously on a number of projects and found them to be quality contractor with whom we are confident will provide a successful project to the Village.

It is therefore the recommendation of TAI that the Village award the Herrick House Lift Station & Forcemain Rehabilitation contract to H. Linden and Sons for the amount of \$1,347,770.00. If you should have any questions or wish to discuss this further, please contact me at your earliest convenience.

Sincerely,

Scott Trotter, P.E. BCEE
President

**HERRICK HOUSE LIFT STATION AND FORCE MAIN
PROJECT AGREEMENT**

This Water Main Replacement Project Agreement (the "Agreement") is entered this 3rd day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and H. Linden & Sons Sewer and Water, Inc. (the "Contractor") (collectively, the "Parties").

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

1. Project Work.

a. This project consists of converting the dry well pumping system to a wet well system, and the installation of approximately 3,747 linear feet of eight-inch (8") PVC sanitary force main. All Project Work shall be performed in strict compliance with the below defined Contract Documents.

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

2. Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 30, 2023.

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

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

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

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

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

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

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

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

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

(vi) Certified Payrolls (defined below)

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

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

D. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall

be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

7. 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.

8. 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.

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

10. 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.

A. 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.

B. 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.

C. 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

D. 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.

E. 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.

F. 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.

G. 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.

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

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable

letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

12. Prevailing Wages.

Contractor shall pay prevailing wages for the respective County in which the Project Work is being performed, as established by the Illinois Department of Labor for each craft or type of work in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act"). The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of prevailing rate of wages. Any increase in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Village. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the Act, including but not limited to providing Certified Payrolls to the Village in accordance with the Act and as required herein. Copies of the February 2013 prevailing wage rates for Cook, DuPage, and Kane Counties, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL). Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for the County in which the work is being performed as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

13. Default.

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

14. 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.

15. Hazardous Substances.

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

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

16. Delays in Project Work.

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

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

17. Change Orders.

(i) Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field

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

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

18. Relationship of the Parties.

A. 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.

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

19. Exhibits and Contract Documents.

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

20. 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.

21. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

22. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

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

23. Severability

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

24. 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.

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

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

26. 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.

27. Removal and Disposal

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

28. Work by Trade Unions

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

29. Miscellaneous.

(i) 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.

(ii) This Agreement may be executed in any number of counterparts, and by the Village and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

(iii) 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.

(iv) 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.

- (v) In construing this Agreement, section headings shall be disregarded.
- (vi) Time is of the essence of this Agreement and every provision contained herein.

(vii) 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.

(viii) 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.

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

(x) Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

VILLAGE OF BARTLETT:

H. Linden & Sons Sewer and Water, Inc.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:
By: _____
Lorna Giles, Village Clerk

Attest:

Title: _____

Date: _____

Date: _____



Agenda Item Executive Summary

Item Name Construction Engineering Services Agreement
for the Maryville (Herrick House) Lift Station
and Force Main Improvements Committee
or Board Board

BUDGET IMPACT

Amount:	\$84,100	Budgeted	\$1,450,000
List what fund	Sewer Fund		

EXECUTIVE SUMMARY

Attached please find a construction engineering services contract from Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements. This includes construction engineering services for the improvements that are proposed. Trotter & Associates completed the design for the project and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the lift station and force main improvements construction engineering services be awarded to Trotter & Associates, Inc. in the amount of \$84,100.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Trotter Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2022-_____, a Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements for Construction Engineering Services.

Staff: Dan Dinges, Director of Public Works

Date: 04/22/22

Memo

DATE: April 22, 2022

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Construction Engineering Services Agreement for the Maryville (Herrick House) Lift Station and Force Main Improvements

Attached please find a construction engineering services contract from Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements. This includes construction engineering services for the improvements that are proposed. Trotter & Associates completed the design for the project and performed well with village staff. Based upon staff selection and previous project experience, I recommend that the lift station and force main improvements construction engineering services be awarded to Trotter & Associates, Inc. in the amount of \$84,100.

MOTION: I move to approve Resolution 2022-_____, a Resolution Approving the Construction Engineering Services Agreement Between the Village of Bartlett and Trotter & Associates, Inc. for the Maryville (Herrick House) Lift Station and Force Main Improvements for Construction Engineering Services.

RESOLUTION 2022 - _____

A RESOLUTION APPROVING THE CONSTRUCTION ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE MARYVILLE (HERRICK HOUSE) LIFT STATION AND FORCE MAIN IMPROVEMENTS FOR CONSTRUCTION ENGINEERING SERVICES

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: Construction Engineering Services Agreement dated April 8, 2022 for the Maryville (Herrick House) Lift Station and Force Main Improvements (the "Project Work") in the amount of \$84,100, as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Trotter & Associates subject to the terms and conditions of the defined Agreement.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

Kevin Wallace, Village President

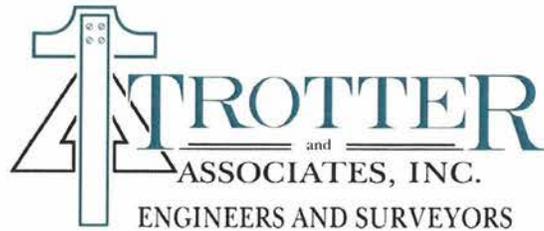
ATTEST:

Lorna Giles, Village Clerk

C E R T I F I C A T I O N

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 Resolution 2022 - _____ enacted on May 3, 2022 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



April 8th, 2022

Mr. Dan Dinges
Public Works Director
Village of Bartlett
1150 Bittersweet Dr.
Bartlett, IL. 60103

Re: Herrick House Lift Station & Forcemain Rehabilitation
Construction Engineering Professional Services Agreement

Dear Mr. Dinges,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for *Herrick House Lift Station and Forcemain Rehabilitation* (hereinafter referred to as the "PROJECT").

Project Background

The Herrick House Lift Station is located at 901 W. Bartlett Road in the Village of Bartlett. This lift station serves a primarily residential base, generally along W. Bartlett Road east of Route 59, with a small portion of tributary area west of Route 59. The station was originally constructed in 1973/74 has undergone only minor electrical/control modifications since its installation. The lift station and components are nearing 50 years old and have met or exceeded their anticipated service lives. The Village has elected to convert the existing wet well into a submersible pumping station with rehabilitation as needed.

Similarly, the nearly 4,000 linear foot Herrick House Forcemain has exceeded its anticipated service life and is in need of replacement. Village staff is frequently required to perform repairs on this line, which will only continue to increase in frequency until it is replaced. The forcemain is routed within the east bound lane of the roadway such that directionally drilling a new line will be feasible and provide a more cost-effective option.

TAI completed the design for these improvements, and the project was bid in April 2022. The rehabilitation generally consist of the following major components:

- Abandonment of the Existing Dry Pit Pump Station
- Rehabilitation/Conversion of Wet Well to a Submersible Pump Station
- New Valve & Metering Enclosure
- New Electrical and Control Systems (site electrical service, utility cabinet, low-voltage)
- Site Utilities (including sewers modifications at wet well, and connection to proposed forcemain)
- Site Improvements (sidewalk, grading, landscaping, etc.)
- Replacement of +/- 3,972 LF of 6-inch Forcemain (directionally drilled method).
- By-Pass Pumping will be handled by the Village directly

The Village has requested that Trotter and Associates submit a proposal for construction and post-construction phase engineering services for the rehabilitation of the lift station and replacement of the forcemain. TAI will provide traditional construction-phase engineering services including construction administration, submittal review/approval, RPR field services, and contract closeout as detailed in the following Scope of Services.



Scope of Services

ENGINEER will provide the following services to the VILLAGE:

1. CONSTRUCTION PHASE SERVICES

- A. General Administration of Construction Contract. Consult with CLIENT and act as CLIENT's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 - I. Incorporate all addenda, clarifications, and other items addressed during Bidding into Drawings and Specifications, and issue Contract Documents "For Construction".
 - II. Construction Engineering Administration Services, including consulting with the Village and acting as the Village's representative during execution of construction, management of field staff, and providing weekly reports to Village staff on status of construction.
 - a. This agreement includes 40 man-hours dedicated to construction engineering administration and management services. If additional services are required and authorized by the Village, Trotter and Associates shall be compensated for the additional services.
 - III. Meetings
 - a. Pre-Construction Conference: Organize a Pre-Construction Conference prior to commencement of Work at the Site, including review of bonds and insurance, distribution of Contract Documents, communications procedures between CLIENT, Contractor and Engineer, coordination with Village Departments, protection of existing structures, coordination of temporary facilities, weekly construction meetings, staking and layout, review of project schedule, procedures for pay applications, submittals, RFIs, CMRs, Change Orders, shut-down procedures, emergency access, operational access, permitting, special inspections, SWPPP, working hours, salvaged site improvements, O&M manuals, training, and record drawings. Develop and distribute meeting minutes to document discussions, decisions, and delineation of responsibilities.
 - b. Construction Meetings: Facilitate weekly and/or bi-weekly meetings onsite to coordinate upcoming construction activities, updated construction schedule, shut-downs, pay requests, submittals, RFIs, CMRs, Change Orders, equipment issues, start-up and training. Develop and distribute minutes to document discussions, decisions, and delineation of responsibilities. It is anticipated that periodic meetings will be held as needed during the light construction periods, and weekly during heavy construction. A total of ten (10) construction meetings are estimated.
- B. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - I. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the



- specific limits set forth elsewhere in this Agreement. On-site construction activities are anticipated to take approximately four (4) months. RPR services will be part-time:
- a. Sixteen (16) hours per week for approximately four (4) weeks during light construction.
 - b. Thirty (30) hours per week for approximately six (6) weeks during heavy construction.
 - c. Sixteen (16) hours per week for approximately four (4) weeks during light construction.
 - d. This agreement included 308 man-hours dedicated to RPR services. If additional field services are required and authorized by the Village, Trotter and Associates shall be compensated for the additional services.
- II. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
- III. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- C. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs



incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER. A total of twenty five (25) submittals are anticipated for review, with an average review time of 2.0 hours including re-submittal reviews.

- I. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- D. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- E. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- F. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to CLIENT, as appropriate, and prepare Change Orders and Work Change Directives as required.
- G. Defective Work. Recommend to CLIENT that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- H. Disagreements between CLIENT and Contractor. Render formal written decisions on all claims of CLIENT and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to CLIENT or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- I. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - I. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CLIENT, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final



determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition) and other express or general limitations in this Agreement and elsewhere.

- II. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
 - J. Start-Up and Training: Attend start-up and training sessions provided by manufacturer's representatives and organized by Contractor.
 - K. Duration of Construction Phase. The duration of the construction phase as specified within the bidding documents is 390 days from the Notice to Proceed. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors.
 - L. If the Project extends beyond 390 days, the Construction Phase services of the contract will be increased proportionate to the value of this Task Order. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.
 - M. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
2. POST-CONSTRUCTION PHASE SERVICES
- A. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - B. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition), and the annotated record



determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition) and other express or general limitations in this Agreement and elsewhere.

- II. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
 - J. Start-Up and Training: Attend start-up and training sessions provided by manufacturer's representatives and organized by Contractor.
 - K. Duration of Construction Phase. The duration of the construction phase as specified within the bidding documents is 390 days from the Notice to Proceed. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors.
 - L. If the Project extends beyond 390 days, the Construction Phase services of the contract will be increased proportionate to the value of this Task Order. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.
 - M. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
2. POST-CONSTRUCTION PHASE SERVICES
- A. Receive and review maintenance and operating instructions, schedules, and guarantees.
 - B. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as contained in Article 9 of the EJCDC Standard General Conditions of the Construction Contract (1996 Edition), and the annotated record



documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

- C. Substantial Completion. Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of CLIENT, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to CLIENT and Contractor.
- D. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.
- E. Preparation of operation and maintenance manuals.
- F. Prepare and furnish to the Village Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
- G. Prepare and furnish all permit requirements to regulatory agencies upon completion of the project.



Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates in Schedule A for each applicable billing class for all services performed on the Project.

Total compensation for services will not exceed **\$84,100.00** based on the following distribution of compensation:

Construction Phase Services	\$79,000
Post-Construction Phase Services	\$5,100

The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1st to reflect equitable changes in the compensation payable to ENGINEER.

Village of Bartlett								
Herrick House LS & FM Rehabilitation - Estimated Construction Engineering Hours								
	Engineer VI	Engineer VIII	Engineer VI	Engineer V	Engineer II	Senior Technician	Line Item Total Hours	Line Item Total Cost
	CJM	DSB (STRL)	REF (ELEC)	TMH	JMP	MJD		
Herrick House LS & FM Rehabilitation								
Construction Phase Services								
Pre-Con/Construction Progress Meetings	8			12	24		44	\$ 6,800.00
Construction Admin/Management	8			32			40	\$ 7,100.00
Shop Drawings	4	4	8	12	22		50	\$ 8,200.00
Change Orders/RFIs	2	1	4	8	16	2	33	\$ 5,200.00
Pay Estimates & Approvals				6	12		18	\$ 2,600.00
Resident Engineering/RPR & Site Visits		4	4	16	308		332	\$ 44,200.00
Start-up & Training			4	8			12	\$ 2,200.00
Punchlist Inspections/Documentation	1		4	4	8		17	\$ 2,700.00
Post-Construction Phase Services								
Review/Compile O&M Manuals			1	2	8		11	\$ 1,600.00
Record Drawings			1	2	4	8	15	\$ 2,400.00
Final Documentation, Permits, etc.				2	6		8	\$ 1,100.00
Subtotal Hours	23	9	26	104	408	10	580	\$ 84,100.00



Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



Contents of Agreement

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

By: _____

By: Scott Trotter, P.E., BCEE

Title: _____

Title: President

Effective Date: _____

Date Signed:

Address for giving notices:

Address for giving notices:

Designated Representative

Designated Representative

Chris Marschinke, P.E.

Title:

Title: Project Manager

Phone Number:

Phone Number: 630.217.6284

Facsimile Number:

Facsimile Number:

E-Mail Address:

E-Mail Address: c.marschinke@trotter-inc.com

ATTACHMENTS:

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM

Village of Bartlett
Herrick House Lift Station & Forcemain Rehabilitation
Construction Engineering Services
April 8th, 2022
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CLIENT Initial _____

TAI Initial _____



EXHIBIT A - STANDARD TERMS AND CONDITIONS

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ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.

- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
 - 3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
 - 1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
 - 2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation

provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
 - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.

- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional

compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise

furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.

- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of

the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
 - 1. Workers Compensation & Employer's Liability
 - a. Each Occurrence: \$1,000,000
 - 2. General Liability
 - a. Each Occurrence: \$1,000,000
 - b. General Aggregate: \$2,000,000
 - 3. Excess or Umbrella Liability
 - a. Each Occurrence: \$5,000,000
 - b. General Aggregate: \$5,000,000
 - 4. Automobile Liability
 - a. Combined Single Limit (Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - 5. Professional Liability
 - a. Each Occurrence: \$2,000,000
 - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract

Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. *For cause,*
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By ENGINEER:
 - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
 - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. *For convenience,*

- a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

- A. Indemnification
 1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
 2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners,

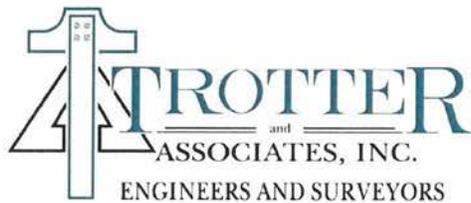
employees, and CLIENT's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental

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CLIENT Initial _____

TAI Initial _____



**EXHIBIT A
SCHEDULE OF HOURLY RATES**

2022 Schedule of Hourly Rates

<u>Classification</u>	<u>Billing Rate</u>
Engineering Intern	\$ 66.00
Engineer Level I	\$ 118.00
Engineer Level II	\$ 129.00
Engineer Level III	\$ 138.00
Engineer Level IV	\$ 153.00
Engineer Level V	\$ 173.00
Engineer Level VI	\$ 198.00
Engineer VII	\$ 208.00
Engineer VIII	\$ 239.00
Principal Engineer	\$ 245.00
Architect Intern	\$ 66.00
Architect Level I	\$ 104.00
Architect Level II	\$ 125.00
Architect Level III	\$ 145.00
Architect Level IV	\$ 157.00
Architect Level V	\$ 176.00
Architect Level VI	\$ 190.00
Architect VII	\$ 206.00
Architect VIII	\$ 222.00
Principal Architect	\$ 239.00
Technician Level I	\$ 98.00
Technician Level II	\$ 119.00
Technician Level III	\$ 139.00
Technician Level IV	\$ 151.00
Senior Technician	\$ 167.00
GIS Specialist I	\$ 98.00
GIS Specialist II	\$ 129.00
GIS Specialist III	\$ 155.00
Clerical Level I	\$ 66.00
Clerical Level II	\$ 78.00
Clerical Level III	\$ 95.00
Survey Technician Level I	\$ 66.00
Survey Technician Level II	\$ 81.00
Survey Crew Chief	\$ 166.00
Professional Land Surveyor	\$ 200.00
Department Director	\$ 198.00
Sub Consultants	
Reimbursable Expenses	

*** Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

Note: On January 1, and yearly thereafter, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.

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TAI Initial _____

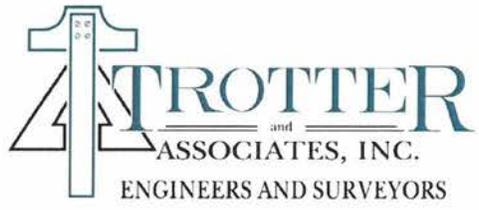


**EXHIBIT C
SUPPLEMENTAL CONDITIONS**

****NONE AT THIS TIME****

CLIENT Initial _____

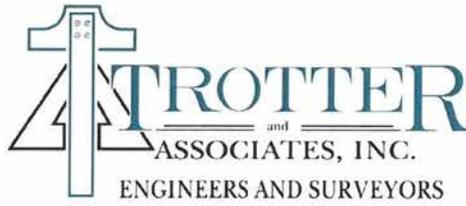
TAI Initial _____



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CLIENT Initial _____

TAI Initial _____



**EXHIBIT D
CONTRACT ADDENDUM**

Project Name: Herrick House Lift Station & Forcemain Rehabilitation

Project No. VOB-009

Addendum No. _____

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ _____

Changes Prior to This Change \$ _____

Amount of This Change \$ _____

Revised Contract Amount: \$ _____

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF BARTLETT

TROTTER AND ASSOCIATES, INC.

SIGNED:

TITLE

TITLE

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Agenda Item Executive Summary

Item Name	2022-2024 Concrete Replacement Project	Committee or Board	Village Board
-----------	---	--------------------	---------------

BUDGET IMPACT

Amount:	\$ 108,700.00	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 3, 2022 a *Notice to Bidders* was published in the IDOT Bulletin and the Village web- site, soliciting bids for the 2022 Concrete Replacement Project. Bids were due no later than March 23, 2022 at 10:00 AM. Five bid packets were returned, which qualified for consideration.

Schroeder & Schroeder Concrete Contractors submitted the low bid of \$108,700.00, while the budget amount for the project is \$125,000.00. *The contract may also be renewed for two (2) additional one-year terms upon agreement between Contractor and the Village of Bartlett. The contractor has agreed to 3.5% increase per year, for three one-year terms. The contract amounts are \$108,700 for 2022, \$112,507 for 2023, and \$116,447 for 2024. We recommend the bid be awarded to Schroeder & Schroeder, Inc. We have worked with them in past years and found them to be both professional and responsive.*

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Contract, Bid Tab

ACTION REQUESTED

For Discussion Only _____
 Resolution X
 Ordinance _____

MOTION: I MOVE TO APPROVE RESOLUTION 2022-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER, INC. FOR THE 2022-2024 CONCRETE REPLACEMENT PROJECT

Staff:	Bob Allen	Date:	May 3, 2022
	Village Engineer		

MEMO

Date: April 18, 2022

To: Paula Schumacher, Village Administrator

From: Dan Dinges, Public Works Director

Re: *2022-2024 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.

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The bid tab for the first year, 2022, has been attached for your review. Please place this on the next available Board Agenda.

MOTION: I MOVE TO APPROVE RESOLUTION 2022-_____, A RESOLUTION APPROVING OF AN AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC. FOR THE 2022-2024 CONCRETE REPLACEMENT PROJECT

RESOLUTION 2022 - ___ - R

**A RESOLUTION APPROVING OF THE AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND SCHROEDER & SCHROEDER INC.
FOR THE 2022-2024 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:

Schroeder & Schroeder Inc. (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$ 108,700.00
The contract may also be renewed for two (2) additional one-year terms upon agreement between Contractor and the Village of Bartlett. The contractor has agreed to 3.5% increase per year, for three one-year terms. The contract amounts are \$108,700 for 2022, \$112,507 for 2023, and \$116,447 for 2024.

SECTION TWO: That the 2022-2024 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 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 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 May 3, 2022

APPROVED May 3, 2022

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 2022 - ___-R, enacted on May 3, 2022, and approved on May 3, 2022, 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

Schroeder & Schroeder Inc.

Contractor's Address

7306 Central Park

City

Skokie

State

IL

Zip Code

60076

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

22-00000-05-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 and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Official Title box

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation



Agenda Item Executive Summary

Item Name Purchase of (2) 2024 International trucks Committee or Board Board

BUDGET IMPACT

Amount: \$389,240 Budgeted \$400,000

List what fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

I have received all of the necessary information regarding the purchase of (2) dump trucks through the State of Illinois Joint Purchase program. We have contacted the truck manufacturers and discussed bidding these trucks on our own versus through the State program. According to them, without the joint purchase program these trucks would cost the Village over 8% more in additional fees. Other truck manufacturers do not have trucks available this year and cannot commit to pricing until late this year. We believe our lowest cost option is to purchase through the State Joint Purchase Program.

Rush Truck Centers of Springfield was awarded the contract for these vehicles, which include dump bodies and snow removal equipment. These vehicles would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities.

The vehicles will be delivered at the total cost of \$389,240.00 after discount adjustments. FY 2022-2023 budget provides \$400,000.00 for the purchase of (2) new 2024 International trucks that replaces (2) 2011 International dump trucks, that have evaluation ratings of 24 which qualifies for replacement.

ATTACHMENTS (PLEASE LIST)

Memo
Proposals

ACTION REQUESTED

For Discussion Only
Resolution
Ordinance

✓ Motion: MOVE TO APPROVE THE PURCHASE OF (2) INTERNATIONAL DUMP TRUCKS FROM RUSH TRUCK CENTERS OF SPRINGFIELD, IL

Staff: Dan Dinges, Director of Public Works

Date: 4/25/2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Purchase of (2) 2024 International trucks w/plows and spreaders**
Date: April 25, 2022

I have received all of the necessary information regarding the purchase of (2) dump trucks through the State of Illinois Joint Purchase program. We have contacted the truck manufacturers and discussed bidding these trucks on our own versus through the State program. According to them, without the joint purchase program these trucks would cost the Village over 8% more in additional fees. Other truck manufacturers do not have trucks available this year and cannot commit to pricing until late this year. We believe our lowest cost option is to purchase through the State Joint Purchase Program.

Rush Truck Centers of Springfield was awarded the contract for these vehicles, which include dump bodies and snow removal equipment. These vehicles would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service, freight, licensing, and delivery to the PW facility. Additional pricing includes plow assembly, strobe lighting, and pre-wetting capabilities.

The vehicles will be delivered at the total cost of \$389,240.00 after discount adjustments. FY 2022-2023 budget provides \$400,000.00 for the purchase of (2) new 2024 International trucks that replaces (2) 2011 International dump trucks, that have evaluation ratings of 24 which qualifies for replacement.

Motion

MOTION TO APPROVE THE PURCHASE OF (2) 2024 INTERNATIONAL DUMP TRUCKS FROM RUSH TRUCK CENTERS OF SPRINGFIELD, IL



www.rushtruckcenters.com

Rush Truck Center, Springfield

3441 Gatlin Dr
Springfield, IL 62707
(217) 523-5631

Retail Sales Order

TERMS AND CONDITIONS

1. **Parties to Order; Definitions.** As used in this Retail Sales Order ("Order"), the terms: (a) "Dealer" shall mean the Rush Dealer identified at the top of the first page of this Order; (b) "Customer" shall mean the Customer identified on the first page of this Order; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Product(s), it being understood by Customer that Dealer is in no respect the agent of Manufacturer(s); and (d) "Product(s)" shall mean the new and/or used vehicle or other components, accessories or products, which are being purchased by Customer, as set forth in this Order.

2. WARRANTY DISCLAIMERS AND LIMITATIONS

NEW PRODUCTS – MANUFACTURER WARRANTIES ONLY. Any warranties on any new Product(s) sold under this Order are limited only to any printed Manufacturers' warranties delivered to Customer with the Product(s). EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PRODUCT(S) ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

USED PRODUCTS – NO WARRANTIES. All used Product(s) sold under this Order are sold on an "AS IS, WHERE IS" basis, without any warranties by Dealer, provided that Products that are sold by Dealer as "Certified Pre-Owned" are subject to the express written terms and conditions of the Dealer's certified pre-owned program. EXCEPT FOR ANY MANUFACTURERS' WARRANTIES THAT MAY STILL BE IN EFFECT, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

LIMITED WARRANTY ON SERVICES. Dealer warrants that all services performed by Dealer for Customer in conjunction with the sale of the Product(s), including if applicable installation, upfitting and conversion services ("Services"), will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of ninety (90) days from the date the Product(s) is delivered to Customer. Customer's sole and exclusive remedy, and Dealer's entire liability, under the Services Warranty is the repair of any nonconforming portion of the Services. DEALER PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS SERVICES. The Services Warranty is strictly limited to Services performed by Dealer for Customer. Dealer does not warrant any services provided by any third-party, including but not limited to installation, upfitting or conversion services. Any warranties are solely those that are provided by the third-party service provider.

NO OTHER WARRANTIES. EXCEPT AS SET FORTH ABOVE, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

3. **Reappraisal of Trade-In Vehicle.** If the motor vehicle which has been traded in ("Trade-In Vehicle") as a part of the consideration for the Product(s) ordered hereunder is not to be delivered to Dealer until delivery to Customer of the Product(s), the Trade-In Vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for the Trade-In Vehicle. If the reappraised value is lower than the original allowance shown on the front of this Order, Customer may, if dissatisfied, cancel this Order.

4. **Delivery of Trade-In Vehicle by Customer; Customer Warranty of Title.** Customer agrees to deliver to Dealer satisfactory evidence of title to the Trade-In Vehicle at the time of delivery of the Trade-In Vehicle to Dealer. Customer warrants the Trade-In Vehicle to be Customer's property free and clear of all liens and encumbrances.

5. **Delay or Failure in Delivery; Limitation of Dealer Liability.** Dealer shall not be liable for failure to deliver or delay in delivering any Product(s) covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control, or is without the gross negligence or intentional misconduct, of Dealer. Examples of causes beyond Dealer's reasonable control include, but are not limited to, Manufacturers' delay or failure to deliver Product(s) for any reason, earthquake, hurricane or other natural disaster, fire, war, terrorist act, labor dispute, strike, etc.

6. **Liability for Taxes.** The price for the Product(s) specified on the face of this Order includes reimbursement to Dealer for federal excise taxes paid, but does not include sales or use taxes or occupational taxes based on sales volume (federal, state or local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof.

7. **Customer's Deposit.** Any Customer's deposit, whether cash or Trade-In Vehicle, shall not be refunded except due to Dealer's failure to deliver the Product(s).

8. **Risk of Loss; Insurance.** Customer shall assume all risk of loss relating to the Product(s) at the time Customer receives possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before Customer receives possession. Customer shall obtain insurance for the Product(s) that will be in effect at the time Customer takes possession of the Product(s), or at the time Customer receives title to the Product(s) if title is conveyed before the Customer receives possession. Dealer shall have no responsibility or liability related to the Product(s) after Customer receives either possession or title to the Product(s).

9. **Governing Law; Venue; Time to Commence Action.** Except to the extent that the laws of the United States may apply or otherwise control this Order, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the state in which Dealer is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action or any other legal or administrative proceeding ("Action") involving any controversy or claim between or among the parties to this Order, is the state in which Dealer is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Product(s) to commence an Action against Dealer.

10. **Limitation of Damages.** Customer agrees that in the event of any Action brought by Customer against Dealer, Customer shall not be entitled to recover any incidental or consequential damages as defined in the Uniform Commercial Code, including but not limited to indirect or special damages, loss of income or anticipated profits, or down-time, or any punitive damages.

11. **Fees and Expenses of Actions.** In any Action, whether initiated by Dealer or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys' fees and costs in the event it prevails, Customer agrees that Dealer shall have the same right to recover reasonable attorneys' fees and costs incurred in connection with the Action in the event that Dealer prevails.

12. **Execution and Delivery by Electronic Transmission.** If this Order or any document executed in connection with this Order is delivered by facsimile, email or similar instantaneous electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, such execution and delivery shall be considered valid, binding and effective for all purposes as an original document. Additionally, the signature of any party on this Order transmitted by way of a facsimile machine or email shall be considered for all purposes as an original signature. Any such faxed or emailed document shall be considered to have the same binding legal effect as an original document. At the request of Dealer, any faxed or emailed document shall be re-executed by Customer in an original form.

13. **Waiver; Severability.** No waiver of any term of this Order shall be valid unless it is in writing and signed by Dealer's authorized representative. If any provision or part of any provision of this Order shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Order shall continue to be binding and enforceable.

14. **No Broker; Manufacturer Incentives.** If at any time Dealer determines that the Customer intends to engage in the resale of vehicles for profit, where such resale is not in conjunction with further manufacturing, Dealer reserves the right to cancel this Order. Certain manufacturer incentives are intended to be used for retail customers at the location as identified by the Customer in this Order. Customer represents that they will register the vehicle with their state motor vehicle department and are not purchasing this vehicle with the intent to resell/export the vehicle, except where such resale is in conjunction with further manufacturing. If at any time Dealer determines that the foregoing representations are not true, Dealer has the right to seek repayment of any manufacturer incentives that are paid.

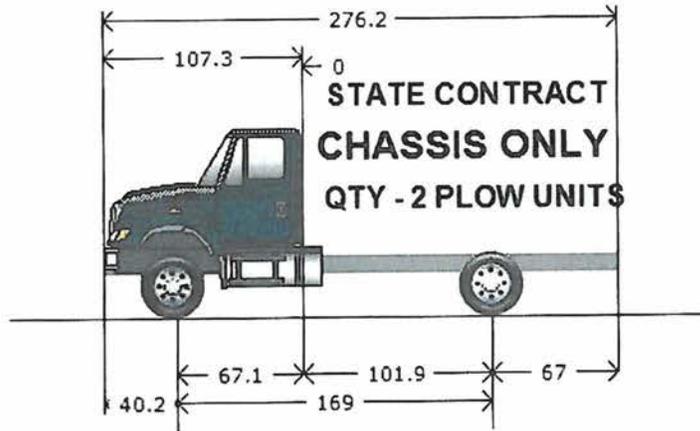
15. **Communication Consent.** Dealer and any other owner or servicer of this account may use any information Customer gives Dealer, including but not limited to email addresses, cell phone numbers, and landline numbers, to contact Customer for purposes related to this account, including debt collection and marketing purposes. In addition, Customer expressly consents to any such contact being made by the most efficient technology available, including but not limited to, automated dialing equipment, automated messages, and prerecorded messages, even if Customer is charged for the contact.

Customer Initial _____

Prepared For:
 VILLAGE OF BARTLETT
 MIKE WARMUS
 1150 Bittersweet Dr.
 Bartlett, IL 60103-8807
 (630)837 - 0811
 Reference ID: ST. CONTRACT-2

Presented By:
 RUSH TRK CTR OF N IL
 David R Mueller
 4655 S CENTRAL AVE.
 CHICAGO IL 606381547
 708-295-5800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 HV607 SBA (HV607)

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 39000. Calc. GVWR: 35000. Calc. GCWR: 55000
DIMENSION:	Wheelbase: 169.00, CA: 101.90, Axle to Frame: 67.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 6.43
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WL Location 1: 6800, Deep Tartan Blue (Prem) Chassis schematic N/A

Description

Base Chassis, Model HV607 SBA with 169.00 Wheelbase, 101.90 CA, and 67.00 Axle to Frame.

AXLE CONFIGURATION {Navistar} 4x2

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Heavy Duty

FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System

AIR DRYER {Bendix AD-IP} with Heater

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports

AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab

DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail

BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting and Telescoping

STEERING WHEEL 4-Spoke; 18" Dia., Black

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} SPL140, for 4x2/6x2

AFTERTREATMENT COVER Aluminum

EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab

TAIL PIPE (1) Turnback Type

Description

PAINT SCHEMATIC, PT-1 Single Color, Design 100

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

PAINT CLASS Premium Color

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

CUSTOMER IDENTITY for Sourcewell

PROMOTIONAL PACKAGE Government Silver Package

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines

ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2022

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION DIPSTICK Relocated to Right Side of Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

TRANSMISSION TCM LOCATION Located Inside Cab

PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission

AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 6.43

SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FUEL TANK STRAPS Bright Finish Stainless Steel

Description

DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab

FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab

CAB Conventional, Day Cab

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Base Level; English with English Electronic Speedometer

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

WINDSHIELD Heated, Single Piece

ARM REST, RIGHT, DRIVER SEAT

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB REAR SUSPENSION Air Bag Type

WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors

INSTRUMENT PANEL Flat Panel

WINDSHIELD WIPER BLADES Snow Type

COWL TRAY LID

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels

(4) TIRE, REAR 11R22.5 Load Range G FUEL MAX RTD (GOODYEAR), 495 rev/mile, 75 MPH, Drive

Description

(2) TIRE, FRONT 12R22.5 Load Range H HSR2 (CONTINENTAL), 483 rev/mile, 75 MPH, All-Position

Cab schematic 100WL

Location 1: 6800, Deep Tartan Blue (Prem)

Chassis schematic N/A

Services Section:

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Body/Allied Equipment

Description

Goods Purchased

Description

SWAP REAR TIRES TO HANKOOK DM04

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$170,994.00

ABOVE FIGURE IS FOR A QUANTITY OF TWO (2) CHASSIS' ONLY (no body or mounted equipment)

ABOVE FIGURE WAS CALCULATED USING STATE CONTRACT # 19416CMS BOSS4-P-8607

ABOVE FIGURE IS GOOD THROUGH 06/02/2022

ABOVE FIGURES DO NOT INCLUDE ANY FUTURE/POTENTIAL INCREASES FOR THE FOLLOWING:
EMISSION SURCAHRGES, FREIGHT / DESTINATION FEES and RAW MATERIAL OR COMMODITY
SURCHARGES

Approved by Seller:

SALES REPRESENTATIVE 04-19-2022

Official Title and Date

David Mueller

Authorized Signature

Accepted by Purchaser:

VILLAGE OF BARTLETT

Firm or Business Name

Authorized Signature and Date

**This proposal is not binding upon the seller without
Seller's Authorized Signature**

Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating
and reporting/paying appropriate FET to the IRS.**

**The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which
are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and
conditions.**



1051 W 7th Street
 Monroe, WI 53566
 Sales Rep: Steve Szymczak
 Ph: (312) 257-7499
 www.MonroeTruck.com

J.O. #
 Quotation ID: 9TRR002549
 Date: 4/7/2022
 Valid thru: 5/7/2022
 Terms: NET 30
 Quoted by: Tim Reynolds
 Ph/Fax: 608-329-8383 / 608-329-8521

Quoted to:

RUSH ENTERPRISES INC AND (ATTN: DAVE MUELLER)
 IT'S AFFILIATES
 PO BOX 34510
 SAN ANTONIO, TX 78265-4510
 Ph: 847-669-5700 / Fax:
 Email:

BARTLETT, VILLAGE OF

Chassis Information

Year: 2023	Make: INTERNATIONAL	Model: HV SERIES	Chassis Color: SPARTAN BLUE	Cab Type: REGULAR
Single/Dual: DRW	CA: 102.0	CT: -1.0	Wheelbase: 169.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
*** EQUIPMENT BASED ON IHC CHASSIS IF ANOTHER CHASSIS IS ORDERED VERIFICATION OF EQUIPMENT FITMENT IS REQUIRED. CHARGES MAY APPLY ***	

- DUMP BODY - 10', 5-7 YARD CAPACITY, CRYSTEEL GLADIATOR
- SIDES: 26", 7GA STAINLESS STEEL
- FRONT: 36", 7GA STAINLESS STEEL
- REAR : 36", 7GA STAINLESS STEEL
- FLOOR: 1/4" AR400 9" RADIUS
- WESTERN UNDERSTRUCTURE
- 3/8" X 1 1/2" FLAT WALK RAIL BOTH SIDES
- FULL RIBBED TAILGATE WITH AIR TRIP
- SLIDE-OUT LADDER & GRAB HANDLE ON LEFT AND RIGHT SIDE OF BODY
- REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- SELF ADJUSTABLE 87-107 DB BACKUP ALARM
- RECESSED LED S/T/T AND BACKUP LIGHTS WITH SEALED WIRE HARNESS
- CAB SHIELD, SINGLE, 100% WELDED
- FORK AND LOOP STYLE SHOVEL HOLDER
- ONE PAIR 10' PAINTED DOUGLAS FIR SIDE BOARDS; INCLUDES CENTER SUPPORT
- GRAB HANDLES
- STEEL SPLASH GUARDS IN FRONT OF REAR WHEELS - FRAME MOUNTED
- RUBBER REAR FLAPS
- BARE STAINLESS NOT PAINTED

- CRYSTEEL RC750 SUBFRAME HOIST
- 17.2 TON CAPACITY
- 2000 P.S.I.
- FULLY GREASABLE HINGE AND ROLLERS
- DOUBLE ACTING

- WHELEN ILL DOT STATE SPEC 72"
- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF
- REAR BODY LED STROBES MOUNTED IN CORNER POST
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2-YEAR WARRANTY

- PINTLE MOUNT; 1" PLATE WITH 3/4" D-RINGS (NO HITCH)
- PREMIER 2200 50 TON PINTLE HOOK
- 7-WAY CONNECTOR, ROUND SOCKET, ROUND SPIT PIN STYLE

- PRE-WET
- 240 GALLON BEHIND THE CAB TANKS WITH SS MOUNTING
- BULK FILL AND FLUSH KIT
- SPRAY BAR IN SPREADER TROUGH



Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO	4508386278		
Customer Signature:				Date of Acceptance:	





Agenda Item Executive Summary

Item Name Purchase of 2022 John Deere 444P 4WD Loader Committee or Board Board

BUDGET IMPACT

Amount: \$183,104.21 Budgeted \$185,000

List what fund Vehicle Replacement Fund

EXECUTIVE SUMMARY

Sourcewell Cooperative has awarded contract # 032119-JDC for the purchase of a 2022 John Deere 444P 4WD loader to Westside Tractor Sales, located in Wauconda, IL.

This equipment would be purchased as part of the Streets Division Capital Outlay Budget. The price includes start up service and freight, delivered to the PW Facility. Additional pricing also includes JRB coupler assembly, 2.75 cu yard bucket, and additional strobe lighting and typical upfits.

The vehicle will be delivered at the total cost of \$183,104.21 after discount adjustments. FY 2022-2023 budget provides \$185,000 for the purchase of a new 2022 John Deere Loader that replaces the 2003 John Deere 444H, that has over 5,000 hours and an additional \$20k work needed. At the time of delivery, the 2003 444H with bucket and plow will be traded in for the amount of \$23,500.

ATTACHMENTS (PLEASE LIST)

Memo
Proposals

ACTION REQUESTED

For Discussion Only
Resolution
Ordinance

✓ Motion: MOVE TO APPROVE THE PURCHASE OF A 2022 JOHN DEERE 444P 4WD LOADER FROM WEST SIDE TRACTOR SALES, WAUCONDA, IL

Staff: Dan Dinges, Director of Public Works Date: 4/25/2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: Purchase of 2022 John Deere 444P 4WD Loader
Date: April 25, 2022

Sourcewell Cooperative has awarded contract # 032119-JDC for the purchase of a 2022 John Deere 444P 4WD loader to Westside Tractor Sales, located in Wauconda, Il.

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The vehicle will be delivered at the total cost of \$183,104.21 after discount adjustments. FY 2022-2023 budget provides \$185,000 for the purchase of a new 2022 John Deere Loader that replaces the 2003 John Deere 444H, that has over 5,000 hours and an additional \$20k work needed. At the time of delivery, the 2003 444H with bucket and plow will be traded in for the amount of \$23,500.

Motion

**MOTION TO APPROVE THE PURCHASE OF A 2022 JOHN DEERE 444P 4WD
LOADER FROM WEST SIDE TRACTOR SALES, WAUCONDA, IL**



JOHN DEERE



April 18, 2022

**BARTLETT, VILLAGE OF
228 S MAIN ST
BARTLETT, IL
MIKE WARMUS**

2022 John Deere 444 P 4WD Loader
SOURCEWELL Cooperative Contract 032119-JDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
6010DW	444 P-TIER 4WD LOADER	1	206,582.00
924	JD POWERTECH ENGINE	1	14,304.00
1010	STANDARD WHEEL LOADER	1	-
1105	FOUR SPEED TRANSMISSION	1	-
1217	140 AMP ALTERNATOR	1	347.00
1310	FLAT BLACK CURVED STACK	1	-
1430	AIR INTAKE WITH PRECLEANER	1	667.00
1520	AUTOMATIC REVERSING HYD FAN	1	1,650.00
1610	FUEL TANK W STD FILTER	1	-
170K	JDLINK	1	-
1910	PREMIUM CAB	1	(512.00)
1945	7" MONITOR W REAR DISPLAY	1	1,645.00
1970	HYDRAU HYDRAULIC FLUID	1	-
2020	HIGH LIFT Z-BAR	1	4,012.00
2120	STEERING WHEEL ONLY	1	-
2240	PREMIUM SEAT	1	1,295.00
2360	JOYSTICK CONTROLS	1	-
2403	THREE FUNCTION HYDRAULICS	1	2,231.00
2515	RIDE CONTROL	1	4,015.00
2605	ENGLISH DECALS & MANUALS	1	-
2730	30 AMP CONVERTER	1	265.00
2890	NO PAYLOAD SCALE NO COUNTER	1	-
3049	AXLE, W/ HYD FRONT & REAR	1	2,453.00
3110	AUTOMATIC DIFFERENTIAL LOCK	1	1,429.00
4221	17.5R25 L3 1 STAR MI-3PC RIM	1	14,799.00
5560	FULL FR & REAR FENDER & FLAP	1	2,805.00
5610	LEFT SIDE STEPS ONLY	1	-
5840	NO FORK FRAME	1	-
5940	NO TINES	1	-
7140	PREMIUM LED LIGHT PACKAGE	1	1,449.00
8220	REAR HITCH & COUNTERWEIGHT	1	-

8235	REAR CAMERA & OBJECT DETECT	1	3,304.00
8298	NO STROBE BEACON OR BRACKET	1	-
8350	EXTERIOR MIRRORS-HEAT&POWER	1	712.00
8370	RADIO - PREMIUM	1	850.00
8450	AC CHARGE	1	-
8560	HYD COUPLER-JRB 416 PATTERN	1	5,383.00
8850	CUTTING EDGE BOLT ON - SHORT	1	919.00
8905	BUCKET - 2.75 CUBIC YARD	1	6,860.00
9043	ENVIRONMENTAL DRAIN & PORTS	1	410.00
9055	THROTTLE LOCK	1	215.00
9065	AXLE OIL COOLER AND FILTER	1	2,175.00
9115	CAB FRESH AIR PRECLEANER	1	945.00
9240	ENGINE COMPARTMENT LIGHT	1	180.00
			List Price \$ 281,389.00
			Discount 37% \$ 104,113.93
			Net Price \$ 177,275.07

Custom Jobs

Code	Description	Qty	Price
	Dir provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,650.00
	Dealer Provided Delivery	1	800.00
	Labor for field installed kits	1	3,044.00
Midwest	Install Auto-Lube	1	6,618.89
Loup	Install Loup Scale with Printer & Cellular	1	13,673.82
Service	Install 4 LED Razor lights	1	850.00
			Total Price \$ 26,636.71

Quote Summary (per unit)

Item Description	Prices
Machine Net Price	\$ 177,275.07
Custom Jobs	\$ 26,636.71
Price per Machine	\$ 203,911.78
Destination	Freight Charge
Wauconda, IL 60084	\$ 2,692.43
Total Net Price Quantity (1)	\$ 206,604.21

Less Trade-in

2003 Deere 444H with 4480 hours	22,000.00
This trade value is figured without repairing the pins	
Trade of Snow Pusher	1,500.00
Net Price less Trade-Ins	\$ 183,104.21

Warranty Terms

- 444 P includes • Full Machine 12 Month -Unlimited Hour Warranty
- Sold As-Is No Warranty Machine Only

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Chris Mazzoni - Sales Representative West Side Tractor Sales - (847) 526-7700 • Fax (847) 526-3565 - Cmazzonei@westsidetractorsales.com



Agenda Item Executive Summary

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

BUDGET IMPACT

Amount:	\$99,896.00 (Year 1)	Budgeted	\$1,000,000.00
List what fund	Sewer (SSES)		

EXECUTIVE SUMMARY

On March 21, 2022 a Notice to Bidders was published in the Examiner and the Village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This municipal partnership initiative consisted of the Villages of Bartlett and Roselle. The Bartlett portion of the project consists of the rehabilitation of 43 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 6, 2022 at 10:00 AM., Four (4) bid packets were returned. The engineer's estimate for the project was \$115,000. Bids ranged from \$99,896 - \$190,420, with Structured Solution, LLC. as the low bidder. Staff had reached out to numerous references, and all stated their work was satisfactory.

Aside from the base bid for the current year, the bid also included two (2) alternate bids for work to be completed in FY 23/24 and 24/25 with an 7.1% and 7.9% increase, respectively. Staff feels the prices provided by Structured Solution in the alternates are reasonable due to the current construction trends, and would extend the contract to includes those years, as well, pending board approval. Bid Tabs are attached for review.

There is a budget of \$1,000,000.00 in the 2022/23 Capital Budget for this and other corresponding projects, including sanitary sewer main and service lining.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Structured Solution, LLC. of Union City, IN.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tabs
Resolution
Contract

ACTION REQUESTED

- For Discussion Only
- ✓ Resolution
- Ordinance
- ✓ Motion: MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING OF THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND STRUCTURED SOLUTION, LLC.

Staff: Dan Dinges, Director of Public Works

Date: 4/18/2022

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sanitary Sewer Manhole Rehab Contract Award**
Date: April 25, 2022

On March 21, 2022 a Notice to Bidders was published in the Examiner and the Village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This municipal partnership initiative consisted of the Villages of Bartlett and Roselle. The Bartlett portion of the project consists of the rehabilitation of 43 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 6, 2022 at 10:00 AM.. Four (4) bid packets were returned. The engineer's estimate for the project was \$115,000. Bids ranged from \$99,896 - \$190,420, with Structured Solution, LLC. as the low bidder. Staff had reached out to numerous references, and all stated their work was satisfactory.

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There is a budget of \$1,000,000.00 in the 2022/23 Capital Budget for this and other corresponding projects, including sanitary sewer main and service lining.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Structured Solution, LLC. of Union City, IN.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND Structured Solution, LLC.

Sanitary Manhole Rehabilitation Project

BID TABULATION

April 6th, 2022



Item No.	Items	Unit	Quantity	StructuredD Solution, LLC. 814 W. Pearl St. Union City, IN 47390		DUKE'S ROOT CONTROL, INC. 400 Allroport Rd. Elgin, IL 60123		Hydro-Klean, LLC 333 NW 49 place Des Moines, IA 50313		Benchmark Construction Co. 2260 Southwind Blvd. Bartlett, IL 60103	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	908	\$199.00	\$180,692.00	\$215.00	\$195,220.00	\$279.00	\$253,332.00	\$380.00	\$345,040.00
2	Root Treatment	EA	2	\$350.00	\$700.00	\$375.00	\$750.00	\$750.00	\$1,500.00	\$1,200.00	\$2,400.00
4	Repair Bench/Channel	EA	3	\$650.00	\$1,950.00	\$1,850.00	\$5,550.00	\$1,420.00	\$4,260.00	\$2,000.00	\$6,000.00
6	Grout and Wipe Joints	EA	5	\$685.00	\$3,425.00	\$1,200.00	\$6,000.00	\$850.00	\$4,250.00	\$2,000.00	\$10,000.00
7	Curtain Grout	EA	10	\$1,500.00	\$15,000.00	\$1,450.00	\$14,500.00	\$1,580.00	\$15,800.00	\$2,000.00	\$20,000.00
8	Post Rehab Vacuum Testing	EA	4	\$850.00	\$3,400.00	\$570.00	\$2,280.00	\$420.00	\$1,680.00	\$2,000.00	\$8,000.00
	AS READ TOTAL			\$237,117.00		\$248,300.00		\$299,782.00		\$463,440.00	
	TOTAL			\$205,167.00		\$224,300.00		\$280,822.00		\$391,440.00	

Sanitary Manhole Rehabilitation Project

Three year unit prices

April 6th, 2022



Item No.	Items	Unit	Quantity	StructureD Solution, LLC. Base Bid Year 2022		StructureD Solution, LLC. Base Bid Year 2023		StructureD Solution, LLC. Base Bid Year 2024	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	379	\$199.00	\$75,421.00	\$214.72	\$81,378.88	\$231.68	\$87,806.72
2	Root Treatment	EA	2	\$350.00	\$700.00	\$377.65	\$755.30	\$407.48	\$814.96
4	Repair Bench/Channel	EA	3	\$650.00	\$1,950.00	\$701.35	\$2,104.05	\$756.76	\$2,270.28
6	Grout and Wipe Joints	EA	5	\$685.00	\$3,425.00	\$736.12	\$3,680.60	\$797.51	\$3,987.55
7	Curtain Grout	EA	10	\$1,500.00	\$15,000.00	\$1,618.50	\$16,185.00	\$1,746.38	\$17,463.80
8	Post Rehab Vacuum Testing	EA	4	\$850.00	\$3,400.00	\$917.15	\$3,668.60	\$989.60	\$3,958.40
	TOTAL				\$99,896.00		\$107,772.43		\$116,301.71

RESOLUTION 2022 - ___ - R

**A RESOLUTION APPROVING THE CONTRACT FOR SANITARY SEWER
REHABILITATION BETWEEN THE VILLAGE OF BARTLETT AND
STRUCTURED SOLUTION, LLC**

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 Structured Solution, LLC. dated May 3, 2022 (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: May 3, 2022

APPROVED: May 3, 2022

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 2022 - ___-R, enacted on May 3, 2022, and approved on May 3, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

SANITARY SEWER MANHOLE REHAB PROJECT AGREEMENT

This Sanitary Sewer Manhole Rehab Project Agreement (the "Agreement") is entered this 3rd day of May, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Structured Solution, LLC. (the "Contractor") (collectively, the "Parties").

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

Project Work.

The proposed work includes, but is not limited to; Furnishing of materials, labor and equipment to rehabilitate manhole structures including patching and grouting, geopolymer wall coating and related work.

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before August 31, 2022 for year 1 of the project. Subsequent completion dates will be discussed and agreed upon between the Village and the Contractor in those respective extension years.

Renewable Contract and Term.

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

Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

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

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

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

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

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

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

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

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

B. Non-Discrimination. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, sexual orientation,

color, national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

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

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

E. Binding Obligation and Non-Assignability. Contractor shall not assign the whole

or any part of this Agreement without the written consent of the Village. All subcontractors shall be approved by the Village. Any such assignment by Contractor without the Village's written approval shall be null and void.

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an

insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

damages arising out of or incident to the Project Work.

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

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

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

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

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

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

Prior to commencement of the Project Work, Contractor must submit to the Village: (a) performance and payment bonds or IDOT Contract Bond, each in the amount of **110%** of the Contract Sum, naming the Village of Bartlett as the primary obligee in form acceptable to the Village co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois and approved by the Village. ("Performance and Payment Bonds") or (b) an irrevocable letter of credit in the amount of **110%** of the Contract Sum guarantying Contractors obligations under the Contract Documents issued by a financial institution worth at least \$40,000,000 in assets and a capital to asset ratio of not less than 6% in form acceptable to the Village ("Letter of Credit"), which said Performance and Payment Bonds and/or

Letter of Credit shall be conditioned upon proper and faithful performance by the Contractor of the work specified in strict accordance with the Contract Documents and payment of all debts incurred by the Contractor in the execution of the Project Work, including those for labor and materials furnished, including but not limited to payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds and/or Letter of Credit is included in the unit pricing set forth in Contractors Proposal.

J. Default.

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

L. Limitation on the Owner's Liability.

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

M. Hazardous Substances.

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an

"imminent hazard" under any Environmental Laws.

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

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

for any goods or services, Contractor shall do so in Contractor's own business.

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

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

applicable federal, state and local laws pertaining to accessibility with the most stringent requirements controlling.

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

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

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relieve the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

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

Z-2 Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Structured Solution, LLC

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____



STRUCTURED
SOLUTIONS, LLC

Enclosed is the Official Bid for:

Sanitary MH Rehabilitation Project

**For the villages of:
Bartlett and Roselle**

Submitted By:

Structured Solutions, LLC
814 W. Pearl St.
Union City, IN 47390

Please Direct Questions to:

Jon Moore
317-697-2024
jmoore@structuredsolutions.us



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JENNIFER DURR, PEGGY WESSEL, MOLLY HARMON, JENNIFER THOMAS, AARON HYMES, EACH INDIVIDUALLY.

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 20th day of July, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 20th day of July, 2021

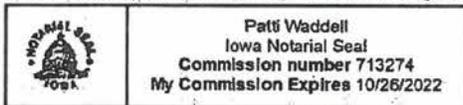
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 20th day of July, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 29th day of MARCH, 2022.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

CONFLICT OF INTEREST

Structured Solutions, LLC

, hereby certifies that

it has investigated whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

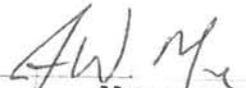
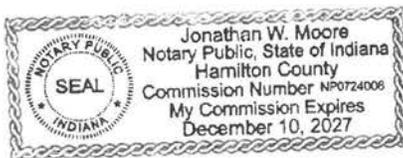
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Lombard may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.



Benjamin S. Price, Structured Solutions, LLC

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 31 day of March, 2022


Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



**UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700**

Bid Bond

CONTRACTOR: *(Name, legal status and address)*
Structured Solutions, LLC

814 W Pearl Street, PO Box 391, Union City, IN 47390

OWNER: *(Name, legal status and address)*
Villages of Bartlett and Roselle

228 S Main Street, Bartlett, IL, 60103

BOND AMOUNT: 5%

PROJECT: *(Name, location or address, and Project number, if any)*
Rehabilitation of approximately 98 sanitary manholes

SURETY: *(Name, legal status and principal place of business)*
**United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407**

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

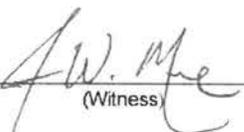
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 the Project 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.

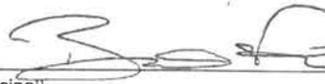
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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. Signed and sealed this 29 day of March 2022

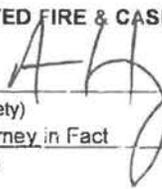
Structured Solutions, LLC



(Witness)



(Principal)
PRESIDENT
(Title)

UNITED FIRE & CASUALTY COMPANY


(Surety)
Attorney in Fact
(Title) (Seal)



CONT0525 (072010)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



VILLAGE OF BARTLETT
Sanitary Manhole Rehabilitation Project
ADDENDUM No. 1
RETURN WITH BID

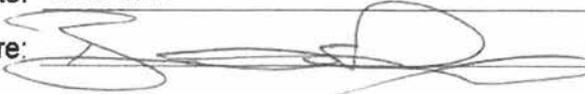
Issued: 3/31/2022

Item 1:

The Awarded Contractor must include certification and license in using Geokrete Geopolymer Lining?

As stated in the specifications, that only Geokrete Geopolymer Lining must be used. This addendum must be included in the bid, otherwise bid is not going to be accepted

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

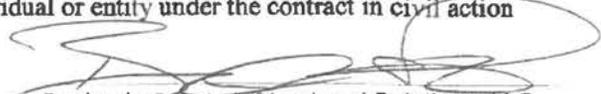
Contractor: Structured Solutions LLC
Contact Person _____
(Print): Ben Price _____
Date: 3/31/2022 _____
Signature:  _____



TAX COMPLIANCE AFFIDAVIT

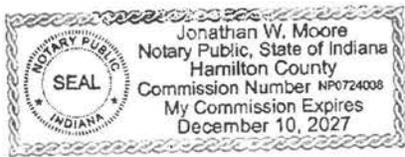
_____ Benjamin S. Price _____, being first duly sworn,
deposes and says that he is _____ Owner
(Partner, Officer, Owner, Etc.)
of _____ Structured Solutions, LLC
(Contractor)

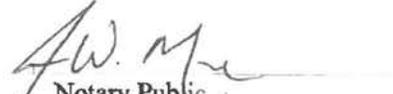
The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action


Benjamin S. Price, Structured Solutions, LLC

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 31 day of March, 2022




Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

No Sub-Contractors will be utilized for this contract

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____

Address: _____ **# Years used by Contractor:** _____

Services provided by Sub-Contractor: _____

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Benjamin S. Price, being first duly sworn,

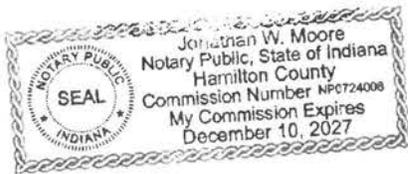
deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)

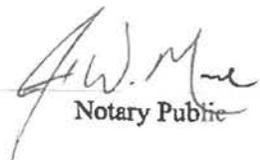
of Structured Solutions, LLC
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.


Benjamin S. Price, Structured Solutions, LLC

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 31 day of March, 2022




Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.



Acknowledges

Structured Solutions LLC

Name

As an Certified Applicator of Qualex Repair Materials, including:
Quad-Plug, QM-1S Restore, Hyperform, Aluminaliner & Geokrete

As of 8/2/2021
mm/dd/yyyy

*Valid for 1 calendar year.


Qualex Representative

8/16/2021

Date

Qualex, LLC

18150 Imperial Valley Rd., Houston, TX 77060 • (713)750-9081



Acknowledges

The following crew members' certification

See company certificate for products details and expiry date

Brennen Brees

Lane Ingle

Hunter Younce

Isiah Garber

Jacob Bradbury

Donald Greene

Joshua Price

Quadex, LLC

18150 Imperial Valley Rd., Houston, TX 77060 • (713)750-9081

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality:	Frankfort, IL
Address:	Baxter and Woodman - 8678 Ridgefield Rd
City, State, Zip Code:	Crystal Lake, IL 60012
Contact Person/ Telephone Number:	Eric Muranskas 815-787-3111
Dates of Service/Award Amount:	\$149,777 in 2021
Municipality:	St Charles, IL
Address:	EEL - 2 Wheeler Rd
City, State, Zip Code:	Sugar Grove, IL 60554
Contact Person/Telephone Number:	Keith Powell 832-445-8631
Dates of Service/Award Amount:	\$256,688 in 2021
Agency:	Richfield, MN
Address:	1901 E 66th St
City, State, Zip Code:	Richfield, MN 55423
Contact Person/ Telephone Number:	Fawn Kinsman 612-861-9165
Dates of Service/Award Amount:	\$135,000 in 2021
Agency:	Wheeling, IL
Address:	77 Hintz Rd
City, State, Zip Code:	Wheeling, IL 60090
Contact Person/ Telephone Number:	Jeff Wolfgram 847-279-6928
Dates of Service/Award Amount:	\$175,000 in 2019
Agency:	Mokena, IL
Address:	11004 Carpenter St
City, State, Zip Code:	Mokena, IL 60448
Contact Person/ Telephone Number:	Dan Peloquin 708-479-3927
Dates of Service/Award Amount:	\$99,000 in 2019

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 Villages of Bartlett and Roselle 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:

Base Bid Year 1					
No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Manhole Numbers/ Geopolymer Manhole Sealing	VF	98 Manholes / 908 Vertical Ft.	\$199.00	\$180,692.00
2	Root Treatment	EA	2	\$350.00	\$700.00
3	New Rings/Reset Frame	EA	9	\$1,950.00	\$17,550.00
4	Repair Bench/Trough	EA	3	\$650.00	\$1,950.00
5	External Chimney Seal	EA	12	\$1,200.00	\$14,400.00
6	Grout and Wipe Joints	EA	5	\$685.00	\$3,425.00
7	Curtain Grout	EA	10	\$1,500.00	\$15,000.00
8	Post Rehab Vacuum Testing	EA	4	\$850.00	\$3,400.00
TOTAL BASE BID:					\$237,117.00

two hundred thirty seven thousand one hundred seventeen
(In Writing)

Dollars and zero Cents

237117
(In Figures)

Dollars and 0 Cents

Alternated Bid Year 2

No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Manhole Numbers/ Geopolymer Manhole Sealing	VF	TBD	\$214.72	\$194,966.67
2	Root Treatment	EA	N/A	\$377.65	\$755.30
3	New Rings/Reset Frame	EA	N/A	\$2,104.05	\$18,936.45
4	Repair Bench/Trough	EA	N/A	\$701.35	\$2,104.05
5	External Chimney Seal	EA	N/A	\$1,294.80	\$15,537.60
6	Grout and Wipe Joints	EA	N/A	\$739.12	\$3,695.58
7	Curtain Grout	EA	N/A	\$1,618.50	\$16,185.00
8	Post Rehab Vacuum Testing	EA	N/A	\$917.15	\$3,668.60
TOTAL BASE BID:				\$255,849.24	

two hundred fifty five thousand eight hundred forty nine
(In Writing)

Dollars and twenty four Cents

255849
(In Figures)

Dollars and 29 Cents

*Please note: Alternate Bids reflect the current US inflation rate at 7.9%

Alternated Bid Year 3

No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Manhole Numbers/ Geopolymer Manhole Sealing	VF	TBD	\$231.68	\$210,369.03
2	Root Treatment	EA	N/A	\$407.48	\$814.97
3	New Rings/Reset Frame	EA	N/A	\$2,270.27	\$20,432.34
4	Repair Bench/Trough	EA	N/A	\$756.76	\$2,270.27
5	External Chimney Seal	EA	N/A	\$1,397.09	\$16,765.07
6	Grout and Wipe Joints	EA	N/A	\$797.51	\$3,987.53
7	Curtain Grout	EA	N/A	\$1,746.36	\$17,463.62
8	Post Rehab Vacuum Testing	EA	N/A	\$989.60	\$3,958.42
TOTAL BASE BID:				\$276,061.33	

two hundred seventy six thousand sixty one
(In Writing)

Dollars and thirty three Cents

276061
(In Figures)

Dollars and 33 Cents

- (2) For providing, performing, and completing all Work related to the rehabilitation of approximately 98 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:

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the Bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Structured Solutions, LLC

Printed Name: Benjamin S. Price

Date: 3/31/2022

Title: Owner/President

Telephone Number: 800-518-8971

Email: bprice@structuredsolutions.us



GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Bartlett, Village of Roselle hereafter referred to as "Government Agencies", to jointly bid the sanitary and storm sewer lining and award to a primary contractor ("Contractor").

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Bartlett is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council or County Board, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. The Village of Bartlett reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including



Agenda Item Executive Summary

Item Name No Parking During Snow Removal Amendment Committee or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Due to operational and safety concerns, The Police and Public Works Departments have reviewed the current snow parking ordinance. Staff is proposing to change the no parking ordinance during snow operations from three-inches (3") to two-inches (2"). This would allow for more clearance of the roads and further prevent any future collisions between plows and parked vehicles.

RECOMMENDATION

Staff recommends amending Section 6-11-1305.5: Parking During Snow Removal and Street Cleaning Operations.

ATTACHMENTS (PLEASE LIST)

Memo
Ordinance

ACTION REQUESTED

For Discussion Only

Resolution

✓ Ordinance

✓ Motion: **MOVE TO APPROVE ORDINANCE #2022-___ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1304.5: PARKING DURING SNOW REMOVAL AND STREET CLEANING OPERATIONS**

Staff: Dan Dinges, Director of Public Works

Date: 4/25/2022

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: No Parking During Snow Removal Amendment
Date: April 25, 2022

BACKGROUND

Due to operational and safety concerns, The Police and Public Works Departments have reviewed the current snow parking ordinance. Staff is proposing to change the no parking ordinance during snow operations from three-inches (3") to two-inches (2"). This would allow for more clearance of the roads and further prevent any future collisions between plows and parked vehicles.

RECOMMENDATION

Staff recommends amending Section 6-11-1305.5: Parking During Snow Removal and Street Cleaning Operations.

MOTION

MOTION TO APPROVE ORDINANCE #2022-___ AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1304.5: PARKING DURING SNOW REMOVAL AND STREET CLEANING OPERATIONS

ORDINANCE 2022-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1304.5: PARKING DURING SNOW REMOVAL AND STREET
CLEANING OPERATIONS**

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

SECTION ONE: That Section 6-11-1304.5: Parking During Snow Removal and Street Cleaning Operations of the Bartlett Municipal Code, as amended shall be replaced by the following:

It shall be unlawful to park any vehicle on any public street in the Village at any time within twelve (12) hours after a snowfall of two inches (2") or more has occurred, or to park any vehicle on any public street or portion thereof in the Village at any time when such street is being cleaned.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022-____ enacted on May 3, 2022 and approved on May 3, 2022 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2022 Crack Sealing Project**
Date: April 25, 2022

In the spring of 2019, the village of Woodridge, in a joint bid with other municipalities, awarded a 3-year "Crack Sealing and Seal Coating Services" contract to Denler, Inc. out of Joliet, IL. In 2021, Denler agreed to extend their "Year 3" unit prices (see attached bid documents) to the village of Bartlett for our 2021 Crack Sealing Project. Due to inclement weather and scheduling issues, Denler postponed the 2021 project work until spring of 2022 (FY 21-22) and also offered to hold these same unit prices for our 2022 Crack Sealing Project (FY 22-23).

Denler, Inc. performs crack sealing services for many Chicagoland suburbs and has satisfactorily completed work for the village of Bartlett in the past.

RECOMMENDATION

Due to economic uncertainties and increasing material prices, Staff recommends using Denler, Inc. for the 2022 Crack Sealing Project in the not-to-exceed amount of \$100,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE 2022 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND DENLER, INC.

CALL FOR BIDS

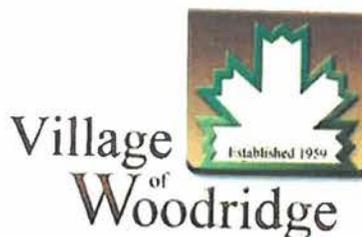
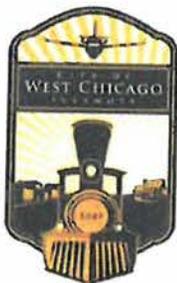
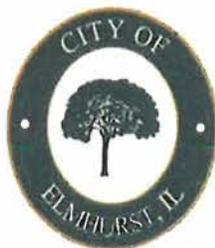
2019-07

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE LOCAL PUBLIC AGENCIES OF:

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST,
LOMBARD, VILLA PARK, WEST CHICAGO, WHEATON, AND WOODRIDGE**



**VILLAGE OF WOODRIDGE
PUBLIC WORKS DEPARTMENT
ONE PLAZA DRIVE
WOODRIDGE, IL 60517
(630) 719-4753**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Woodridge Village Hall, Five Plaza Drive, Woodridge, IL 60517 until 10:00 a.m. local time on March 21, 2019, and then at said office publicly opened and read aloud for the following:

BID NO: 2019-07
BID ON: CRACK SEALING AND SEAL COATING SERVICES FOR
THE LOCAL PUBLIC AGENCIES OF:

**BURR RIDGE, DARIEN, DOWNERS GROVE, DUPAGE COUNTY, ELMHURST, LOMBARD, VILLA PARK,
WEST CHICAGO, WHEATON, AND WOODRIDGE**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Local Public Agencies' boundaries.

Plans, specifications and bid forms may be obtained at WOODRIDGE PUBLIC WORKS DEPARTMENT, ONE PLAZA DRIVE, WOODRIDGE, IL 60517, or by calling (630) 719-4753.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Woodridge for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Board.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Woodridge reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Local Public Agencies.

Dated: March 7, 2019

SUBMISSION INFORMATION

Village of Woodridge Public Works Department
 One Plaza Drive
 Woodridge, IL 60517

INVITATION # 2019-07
 BID OPENING DATE: March 21, 2019
 TIME: 10:00 A.M. Local Time
 LOCATION: Village Hall

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Dentler, Inc.
 Address: 20502 S. Cherry Hill Rd.
 City, State, Zip Code: Joliet, IL 60433

**Crack Sealing and Seal Coating Services
 per the specifications identified herein**

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	444,270	LB	\$ <u>1.19</u>	\$ <u>528,681.30</u>
2 Year 2 (optional)	398,100	LB	\$ <u>1.24</u>	\$ <u>493,644.-</u>
3 Year 3 (optional)	430,670	LB	\$ <u>1.30</u>	\$ <u>559,871.-</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	3,500	LB	\$ <u>2.40</u>	\$ <u>8400.-</u>
2 Year 2 (optional)	22,657	LB	\$ <u>2.47</u>	\$ <u>55,962.79</u>
3 Year 3 (optional)	3,500	LB	\$ <u>2.55</u>	\$ <u>8925.-</u>

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	162,880	LB	\$ <u>1.18</u>	\$ <u>192,198.40</u>
2 Year 2 (optional)	185,880	LB	\$ <u>1.22</u>	\$ <u>226,773.60</u>
3 Year 3 (optional)	161,880	LB	\$ <u>1.32</u>	\$ <u>213,681.60</u>

D. SEAL COAT BIKE PATH

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Bike Path per the specifications identified herein- Year 1	0	SY	\$ <u>.72</u>	\$ <u>0.00</u>
2 Year 2 (optional)	15,100	SY	\$ <u>.67</u>	\$ <u>10,117.-</u>
3 Year 3 (optional)	12,500	SY	\$ <u>.72</u>	\$ <u>9,000.-</u>

E. SEAL COAT PARKING LOT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ <u>.93</u>	\$ <u>7,112.64</u>
2 Year 2 (optional)	284,012	SY	\$ <u>.72</u>	\$ <u>204,488.64</u>
3 Year 3 (optional)	21,100	SY	\$ <u>.70</u>	\$ <u>14,770.-</u>

F. PARKING LOT PAINT PAVEMENT MARKING - LINE 4"

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking - Line 4" per the specifications identified herein- Year 1	1,996	FT	\$ <u>.22</u>	\$ <u>439.12</u>
2 Year 2 (optional)	10,636	FT	\$ <u>.24</u>	\$ <u>2552.64</u>
3 Year 3 (optional)	3,396	FT	\$ <u>.26</u>	\$ <u>882.96</u>

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications identified herein- Year 1	100	SF	\$ <u>3.65</u>	\$ <u>365.-</u>
2 Year 2 (optional)	500	SF	\$ <u>3.80</u>	\$ <u>1900.-</u>
3 Year 3 (optional)	200	SF	\$ <u>3.95</u>	\$ <u>790.-</u>

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
2 Year 2 (optional)	1	LSUM	\$ <u>1000.-</u>	\$ <u>1000.-</u>
3 Year 3 (optional)	1	LSUM	\$ <u>1500.-</u>	\$ <u>1500.-</u>

BASE BID – YEAR 1 TOTALS

\$ 738,196.46

I. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
DuPage County	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
City of Elmhurst	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Villa Park	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>.5</u> %
Village of Woodridge	No	<input type="checkbox"/>	<input type="checkbox"/>	<u>n/a</u> %

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>.96</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>.28</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>

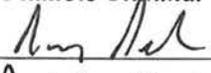
*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: Denler, Inc.
Typed/Printed Name: David J. Denler Date: 3/19/19
Title: President Telephone Number: 708 479 5005
E-mail: ddenler@denlerinc.com

1. INTENT

It is the intent of the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of West Chicago (WEST CHICAGO), the City of Wheaton (WHEATON), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the LPAs are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the LPAs via lower pricing. The Village of Woodridge is conducting the bidding process on behalf of the LPAs. Each LPA's municipal/county manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. BID PRICE

Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the LPAs request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, seal coating bike paths and parking lots, and parking lot pavement markings.

The Contractor shall identify the discount for each LPA if equipment staging is allowed at LPA facilities.

The LPAs reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the LPA.

3. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Woodridge to serve as a guarantee that the bidders shall enter into a contract with the LPAs to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Woodridge will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

4. VOLUME/ESTIMATED QUANTITY

The quantities indicated are estimated quantities. The LPAs do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the LPA's requirements whether for more or less than the estimated amount.

The LPAs reserve the right to increase and/or decrease quantities, add or delete locations or LPAs during the term of the Agreement, whatever is deemed to be in the best interest of the LPAs.

5. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each LPA on a total lump sum for its portion of the base bid. The LPAs reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the LPAs. The Village of Woodridge further reserves the right to reject any or all bids.

Each year, the individual LPAs shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual LPA per its scheduling with the Contractor regardless of whether all of the LPAs' corporate authorities have approved their awards to the Contractor for their respective work by the individual LPA's scheduled start date.

6. TERM

The Agreement shall be in effect for one (1) year from date of award. The LPA reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the LPA reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each LPA shall begin in spring/summer 2019, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the LPAs per the schedule that each LPA coordinates with the Contractor.

The Contractor will begin services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for an LPA upon mutual written consent by the LPA and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of an LPA to appropriate funds in future contract years.

7. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

- 8.1 A performance bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA as security for the faithful performance of the LPA's contract; and
- 8.2 A payment bond satisfactory to each LPA, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each LPA.
- 8.3 Documents required by this section must be received and approved by the LPA before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

8. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the LPA's Corporate Authorities.

9. CONTACT WITH LPA PERSONNEL

All bidders are prohibited from making any contact with the respective LPAs' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the LPAs (collectively, "LPAs Personnel") with regard to the call for bids, other than in the manner and to the person(s) designated herein. The respective City/Village/County Manager or Administrator reserves the right to disqualify any bidder found to have contacted LPA Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with LPA Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

10. 11. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each LPA's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the LPAs require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any LPA, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the LPA official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the LPA to take appropriate measures to ensure the fairness of the bidding process.

The Village of Woodridge requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all bidders acknowledge and accept that if any LPA discovers an undisclosed potential or actual conflict of interest, that LPA may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

11. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Woodridge is the only official source for bid packages and supporting materials. Registration with the Village of Woodridge is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Woodridge cannot ensure that bidders who obtain bid packages from sources other than the Village of Woodridge will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the LPAs' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Woodridge will NOT re-release the project absent extraordinary circumstances.

12. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the

construction, maintenance and extension of LPA streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the LPA will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

13. 14. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the LPA no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE LPA. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The LPA reserves the right to check the pay stubs of the workers on the job. The LPA further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

14. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the LPA.

15. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or LPA corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

16. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

17. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

- Bid pricing
- Compliance with specifications
- Previous LPA Experience
- Submittal compliance
- References
- Not currently suspended from participation in any Local, State or Federal Projects

18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit
- H) Campaign Disclosure Certificate

For DuPage County, an affidavit must be executed and submitted upon the completion of the project before final payment is processed.

19. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the LPA is required.

Notwithstanding written consent to subcontract approved by the LPAs, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

20. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Woodridge will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the LPAs.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the LPAs for the base bid (year one), years two (2) and/or three (3), the LPAs reserve the right to reject such bid at the discretion of the LPA.

22. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the LPAs, even though not specifically detailed or mentioned.

23. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Brandon Tonarelli bttonarelli@vil.woodridge.il.us. Questions must be submitted **no later than 4:00 p.m. on March 15, 2019.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

24. CAMPAIGN DISCLOSURE –Please note this Section on Campaign Disclosures shall be specific to and shall only apply to the Village of Downers Grove.

- 24.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 24.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 24.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 24.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

25. RESERVATION OF RIGHTS

Each LPA reserves the right to accept the Bidder's Proposal that is, in their judgement, the best and most favorable to the interests of the LPA and the public; to reject the low price proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in LPA's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the LPAs shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. RESPONSIVE BID

- 27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 27.2 Bidders shall promptly notify the Village of Woodridge of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the LPAs, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each LPA and the successful bidder. The bidder agrees that the Village of Woodridge shall not be responsible in any way for purchase orders or payments made by the other LPAs. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other LPAs during the extended term of this Agreement.

Bidder and the other LPAs may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other LPA.

The bidder shall provide the other LPAs with all documentation as required in the bid, and as otherwise required by the LPA, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other LPAs
- Certificate of insurance naming each additional LPA as an additional insured
- Certified payrolls to each additional LPA for work performed

29. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	\$1,000,000
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29.5 **Umbrella Coverage** in the sum of \$2,000,000 shall be provided and shall apply over all liability policies, without exception, including but not limited to Commercial General Liability, Automobile Liability, and Employers' Liability.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each LPA** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each LPA** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each LPA** has been endorsed as an "additional insured" by the Contractor's insurance carrier. **Specifically, this Certificate must include the following language:** "The (LPA's name inserted), and their respective elected and appointed officials, employees, agents,

consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

29.7 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, each LPA may purchase such insurance coverages and charge the expense thereof to the Contractor.

30. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the City of Darien, the Village of Downers Grove, the County of DuPage, the Village of Lombard, the Village of Villa Park, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of LPAs, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. CHANGE IN STATUS

The Contractor shall notify each LPA immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The LPAs shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. CHANGE ORDERS

The LPAs believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the LPA prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the LPA's Representative on the form provided by the LPA. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected LPA's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected LPA's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices for each LPA detailing the services provided directly to the respective LPA. All services shall be invoiced based on unit pricing and quantities used. The LPAs shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the LPAs. Payment shall be made in accordance with the Local Government Prompt Payment Act.

The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice the LPA, nor shall an LPA pay the Contractor's subcontractors directly.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Burr Ridge
David Preissig, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

City of Darien
Dan Gombac
1702 Plainfield Rd
Darien, IL 60561

Village of Downers Grove
John Welch
5101 Walnut Ave
Downers Grove, IL 60515

County of DuPage
Division of Transportation
Christopher C. Snyder, P.E.
Director of Transportation
Attn: Steven Mlynarczyk
421 N County Farm Rd.
Wheaton, IL 60187

City of Elmhurst
Kim McGrew, P.E.
209 North York Street
Elmhurst, IL 60126

Village of Lombard
Tom Dixon
1051 S. Hammerschmidt Ave
Lombard, IL 60148

Village of Villa Park
Public Works Department
Attn: Kevin Mantels
20 South Ardmore Ave
Villa Park, IL 60181

City of West Chicago
Robert E. Flatter, P.E.
Director of Public Works
475 Main Street
West Chicago, IL 60185

City of Wheaton
Attn: Mike Wakefield
303 West Wesley
PO Box 727
Wheaton, IL 60187

Village of Woodridge
Brandon Tonarelli, P.E.
Public Works Department
1 Plaza Drive
Woodridge, IL 60517

34. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Woodridge Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. NON-ENFORCEMENT BY THE LPAS

The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the LPA, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the LPA.

38. TERMINATION

Each LPA reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the LPAs for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the LPAs shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. NON APPROPRIATIONS

The LPA reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council or County Board of the affected LPA.

40. LPA CONTRACTOR'S LICENSE

The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the LPA in which the work is performed.

41. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the LPA. The LPA or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$25,000. For Village of Lombard, in excess of \$20,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
- i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$25,000 (Village of Lombard \$20,000) affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
- i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

42. GUARANTEE

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the LPA.

43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The LPA is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the LPA to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the LPA copies of any and all such documents when directed to do so by the LPA. All such documents shall be delivered to the LPA Clerk's Office no later than five (5) working days after the date of the LPA's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the LPA to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the LPA.

44. COMPETENCY OF BIDDER

If requested in writing by a Government Agency, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

45. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the LPA and the issuance of LPA purchase order. For DuPage County, a Notice to Proceed is required.

46. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the ENGINEER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the ENGINEER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the ENGINEER if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the LPA must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. PERMITS

The Contractor is responsible for obtaining all permits needed for working in the municipality, county, state, or railroad rights-of-way. This includes any permit for the movement of overweight or oversize vehicles. The cost for obtaining permits is incidental to the contract.

50. VENDOR ETHICS DISCLOSURE STATEMENT—Please note this Section on Vendor Ethics Disclosure Statement shall be specific to and shall only apply to DuPage County.

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to DuPage County shall be required to submit with its bid submission, an executed Required Vendor Ethics Disclosure Statement, attached hereto.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
 - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
 - 4.1.1 The LPA shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the LPA. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. DRUG FREE WORK PLACE

6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.1.2 Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Village's or Contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation and employee assistance programs;

(4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act.

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

1. **SCOPE OF WORK**

The Village of Woodridge requests bids for roadway crack sealing and bike path and parking lot seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths and parking lots, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the City of Darien (DARIEN), the Village of Downers Grove (DOWNERS GROVE), the County of DuPage (DUPAGE), the City of Elmhurst (ELMHURST), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the City of Wheaton (WHEATON), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Local Public Agencies (LPAs)"). The successful bidder ("Contractor") will provide seal coating per the Illinois Department of Transportation (IDOT) specifications offered in section 403 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached **Appendix A**, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019), as amended by the attached **Appendix A**.

2. **PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the LPAs per the specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted April 1, 2016) - Supplemental Specifications and Recurring Special Provisions (Adopted January 1, 2019)." On the request of the LPAs, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the LPAs may be fewer or greater than those listed depending on the conditions of the LPAs' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2019. The number of locations for the years 2020 and 2021 may differ from the number of locations for the year 2019. The number of locations for the years 2020 and 2021 should be similar to those listed for 2019, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2019.

A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2019	17	43,500	Pounds of sealant
	2020	N/A	41,500	Pounds of sealant
	2021	N/A	39,500	Pounds of sealant
City of Darien	2019	50	106,400	Pounds of sealant
	2020	N/A	106,400	Pounds of sealant
	2021	N/A	106,400	Pounds of sealant
Village of Downers Grove	2019	35	90,000	Pounds of sealant
	2020	N/A	90,000	Pounds of sealant
	2021	N/A	90,000	Pounds of sealant
City of Elmhurst	2019	6	25,000	Pounds of sealant
	2020	N/A	20,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant

Village of Lombard	2019	25	15,000	Pounds of sealant
	2020	N/A	15,000	Pounds of sealant
	2021	N/A	15,000	Pounds of sealant
City of West Chicago	2019	8	39,370	Pounds of sealant
	2020	0	0	Pounds of sealant
	2021	8	39,370	Pounds of sealant
City of Wheaton	2019	20	55,000	Pounds of sealant
	2020	N/A	56,200	Pounds of sealant
	2021	N/A	57,400	Pounds of sealant
Village of Woodridge	2019	40	70,000	Pounds of sealant
	2020	N/A	69,000	Pounds of sealant
	2021	N/A	68,000	Pounds of sealant
2019 TOTAL			444,270	Pounds of sealant
2020 TOTAL			398,100	Pounds of sealant
2021 TOTAL			430,670	Pounds of sealant

B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Lombard	2019	3	1,500	Pounds of sealant
	2020	N/A	1,500	Pounds of sealant
	2021	N/A	1,500	Pounds of sealant
Village of Villa Park	2019	4	2,000	Pounds of sealant
	2020	N/A	2,000	Pounds of sealant
	2021	N/A	2,000	Pounds of sealant
City of West Chicago	2019	0	0	Pounds of sealant
	2020	1	19,157	Pounds of sealant
	2021	0	0	Pounds of sealant
2019 TOTAL			3,500	Pounds of sealant
2020TOTAL			22,657	Pounds of sealant
2021 TOTAL			3,500	Pounds of sealant

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	5	9,880	Pounds of sealant
	2020	N/A	9,880	Pounds of sealant
	2021	N/A	9,880	Pounds of sealant
Village of Downers Grove	2019	35	45,000	Pounds of sealant
	2020	N/A	45,000	Pounds of sealant
	2021	N/A	45,000	Pounds of sealant
DuPage County	2019	8	17,000	Pounds of sealant
	2020	N/A	40,000	Pounds of sealant
	2021	N/A	16,000	Pounds of sealant
Village of Lombard	2019	45	50,000	Pounds of sealant
	2020	N/A	50,000	Pounds of sealant
	2021	N/A	50,000	Pounds of sealant
Village of Villa Park	2019	15	30,000	Pounds of sealant
	2020	N/A	30,000	Pounds of sealant
	2021	N/A	30,000	Pounds of sealant
Village of Woodridge	2019	10	11,000	Pounds of sealant
	2020	N/A	11,000	Pounds of sealant
	2021	N/A	11,000	Pounds of sealant
2019 TOTAL			162,880	Pounds of sealant
2020 TOTAL			185,880	Pounds of sealant
2021 TOTAL			161,880	Pounds of sealant

D. SEAL COAT BIKE PATH QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
Village of Woodridge	2019	0	0	Square Yards
	2020	4	15,100	Square Yards
	2021	2	12,500	Square Yards
2019 TOTAL			0	Square Yards
2020 TOTAL			15,100	Square Yards
2021 TOTAL			12,500	Square Yards

E. SEAL COAT PARKING LOT QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	5,648	Square Yards
	2020	0	0	Square Yards
	2021	0	0	Square Yards
City of Elmhurst	2019	0	0	Square Yards
	2020	N/A	7,200	Square Yards
	2021	N/A	19,100	Square Yards
City of Wheaton	2019	2	2,000	Square Yards
	2020	N/A	276,812	Square Yards
	2021	N/A	2,000	Square Yards
2019 TOTAL			7,648	Square Yards
2020 TOTAL			284,012	Square Yards
2021 TOTAL			21,100	Square Yards

F. PARKING LOT PAINT PAVEMENT MARKING – LINE 4” QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	1,600	Foot
	2020	N/A	0	Foot
	2021	N/A	0	Foot
City of Elmhurst	2019	0	0	Foot
	2020	N/A	3,000	Foot
	2021	N/A	3,000	Foot
City of Wheaton	2019	2	396	Foot
	2020	N/A	7,636	Foot
	2021	N/A	396	Foot
2019 TOTAL			1,996	Foot
2020 TOTAL			10,636	Foot
2021 TOTAL			3,396	Foot

G. PARKING LOT PAINT PAVEMENT MARKING – LETTERS & SYMBOLS QUANTITIES

Local Public Agency	Year	Number of locations	Quantity	Unit
City of Darien	2019	1	100	Square Foot
	2020	N/A	0	Square Foot
	2021	N/A	0	Square Foot
City of Elmhurst	2019	0	0	Square Foot
	2020	N/A	500	Square Foot
	2021	N/A	200	Square Foot
2019 TOTAL			100	Square Foot
2020 TOTAL			500	Square Foot
2021 TOTAL			200	Square Foot

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

Local Public Agency	Year	Number of locations	Quantity	Unit
DuPage County	2019	N/A	1	Lump Sum
	2020	N/A	1	Lump Sum
	2021	N/A	1	Lump Sum
2019 TOTAL			1	Lump Sum
2020 TOTAL			1	Lump Sum
2021 TOTAL			1	Lump Sum

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE LPA

For each year of the contract, each LPA will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each LPA will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the LPAs shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each LPA; however, it shall complete the total volume of crack sealing services required by each LPA within the term specified herein.

The Contractor shall provide crack sealing services for the LPAs within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The LPAs may prohibit the Contractor from working on weekends or holidays. For DuPage County, the local ordinance will be the municipality where the work is being performed.

6. CONTRACTOR'S PERSONNEL

While working for the LPAs, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. CONTRACTOR'S EQUIPMENT

Each LPA may provide the Contractor space at its Public Works or other LPA facility to store equipment while the Contractor is providing the LPA crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each LPA if space is provided. Access to facilities shall be established with the successful bidder.

8. LANE/ROADWAYS CLOSURES

The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the LPAs. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the LPAs, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers and traffic control devices used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be

restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. DELIVERY OF SERVICES/GOODS

The Contractor shall deliver services at the locations specified by each LPA on the map and list of locations that the LPA provides to the Contractor.

10. TERM

The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each LPA per the schedule that each LPA coordinates with the Contractor. The Contractor will begin providing services for the LPAs in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a LPA if the extension is mutually agreed by the LPA and the Contractor.

11. ADVANCE NOTICE TO RESIDENTS

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the LPAs) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the LPAs. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The LPAs, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the LPA.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. PRICING

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

- Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency: Village of Lombard
Address: 1051 S. Hammerschmidt
City, State, Zip Code: Lombard, IL
Contact Person/
Telephone Number: Tom Dixon
630 620 5740
Dates of Service/Award
Amount: 2018 - 100 K

Agency: Village of Romeoville
Address: 13 Montrose Dr-
City, State, Zip Code: Romeoville, IL
Contact Person/Telephone
Number: Eric Bjork
815 886 1870
Dates of Service/Award
Amount: 300 K - 2018

Agency: Village of Buffalo Grove
Address: 51 Ravpp Blvd
City, State, Zip Code: Buffalo Grove, IL
Contact Person/
Telephone Number: Kyle Johnson
847 459 2523
Dates of Service/Award
Amount: 2018 - 75 K

Agency: City of Naperville
Address: 400 S. Eagle St.
City, State, Zip Code: Naperville, IL
Contact Person/
Telephone Number: Omar Santos
630 - 305 - 5204
Dates of Service/Award
Amount: 2018 - 350 K

Agency: I POT
Address: 2300 S. Dirksen Pkwy
City, State, Zip Code: Springfield, IL
Contact Person/
Telephone Number: Pat Forniak
309 573 8777
Dates of Service/Award
Amount: 2017 - 300 K

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

David J. Benter, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Benter, Inc.
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

[Signature]
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 14 day of March, 2019

[Signature]
Notary Public
OFFICIAL SEAL
DEAN MARSTELLER
NOTARY PUBLIC - STATE OF ILLINOIS
COMMISSION EXPIRES: 05/19/21

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

David J. Sealer

, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Local Public Agency identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Woodridge may disqualify the bid or the affected Local Public Agency may void any award and acceptance that the Local Public Agency has made.

[Handwritten Signature]

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

[Handwritten Signature]

Notary Public

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 05/19/21

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

David J. Denler, being first duly sworn, deposes and says that (s)he is
President of Denler, Inc.
(Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

David J. Denler
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

D. Marsteller
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED) - *None*

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

.....

Name: _____ **# Years in Business:** _____
Address: _____ **# Years used by Contractor:** _____
Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

David J. Neuler, being first duly sworn, deposes and says, under penalties as provided in Section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that (s)he is President of Neuler, Inc. (Partner, Officer, Owner, Etc.) (Contractor)

the individual or entity making the foregoing proposal or bid, and certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

David J. Neuler
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2019

Dean Marsteller
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 3/19/19

Bid/Contract/PO #: 2019-07

Company Name: <u>Denler, Inc.</u>	Company Contact: <u>David J. Denler</u>
Contact Phone: <u>708 474 5005</u>	Contact Email: <u>Denler@denlerinc.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: [Signature]

Printed Name: David J. Denler

Title: President

Date: 3/19/19

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

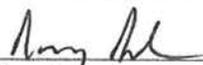
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare: _____

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

David J. Dentler
Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2019-07
CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Local Public Agency name]* ("Owner") this 21 day of March, 2019.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: AMM
Title: President

CRACK SEALING ASPHALT PAVEMENT

Description: This work shall be done in accordance with Section 451 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. Unless otherwise directed by the Engineer, crack routing shall be ½ in. wide by ½ in. deep.

Unless otherwise directed by the Engineer, the crack seal material placement configuration along joint between edge of pavement and curb shall be reservoir with flush fill. Other primary working cracks shall be reservoir with 2 in “band aid” effect.

Method of Measurement. Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contact unit price per **POUND** for **CRACK SEALING ASPHALT PAVEMENT**.

CRACK AND JOINT SEALING PCC PAVEMENT

Description: This work shall be done in accordance with Section 452 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

Work shall be to seal or reseal only those joints or cracks as marked by the Engineer. It is anticipated that all previously sealed joints and cracks are existing in an acceptable configuration so that no additional sawing or routing to widen the opening will be necessary unless needed to facilitate removal of existing sealer material. Only when it is determined that joints or random cracks are not wide enough, minimum 3/8”, or deep enough to accept sealer material will it be necessary to route or saw the joint per the specifications.

Prior to resealing, existing old sealants, etc. shall be removed by hand or mechanical methods as approved by the Engineer. Removal methods shall not cause undo damage or spalling along the existing joint or crack. Sufficient old sealant shall be removed so that no loose material remains and new sealant is assured of adhering to the joint or crack wall. All placement of new sealant shall be in a flush or slightly recessed configuration in the joint or crack reservoir.

Method of Measurement. Joint or Crack routing shall not be measured for payment.

Basis of Payment: This work shall be paid for at the contract unit price per **POUND** for **CRACK AND JOINT SEALING PCC PAVEMENT**. Where necessary, work to furnish and install backer rod per the specifications shall be considered INCIDENTAL.

FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

Description: This work shall consist of all work necessary for furnishing and placing fiber modified asphalt in accordance with the following.

Materials: Materials shall conform to the following:
Bituminous Material (Crack Filler). The bituminous material for crack filler shall be a fiber-modified asphalt binder meeting one of the following.

- a. Jobsite-Mixed Filler. Fiber-modified asphalt crack filler mixed at the jobsite shall contain the following materials and be proportioned according to the following requirements.
1. Asphalt Binder. The asphalt binder shall be PG 58-28, PG 58-22, or PG 64-22.
 2. Fibers. Fibers shall be short cut polypropylene fibers meeting the properties listed below. The fiber may be accepted on certification from the manufacturer that it meets the specified requirements.

Property	Value
Length, in. (mm)	0.3 - 0.5 (8 - 12)
Denier	13-16
Crimps	None
Tensile Strength, Minimum, psi (MPa)	40,000 (275)
Specific Gravity (typical)	0.91
Moisture Regain @ 70 °F (21 °C) and 65% RH (typical), %	0.1

3. Percent Fibers. The fiber-asphalt mixture shall contain of a minimum of 8.0% by weight of fibers.
 4. Heating Temperature. The fiber-asphalt filler shall be heated in the kettle at temperatures between 255 and 285 °F (124 and 141 °C). The temperature shall never exceed 290 °F (143 °C).
- b. Pre-Mixed Filler. Fiber-modified asphalt crack filler that is pre-mixed and packaged shall consist of fibers, asphalt binder, and other modifiers. The filler and its components shall be accepted on certification from the manufacturer that it meets the following requirements.

1. Asphalt Binder. The asphalt binder shall be PG 64-22.
2. Fibers. Fibers shall be short cut polyester fibers meeting the properties listed below.

Property	Value
Length, in. (mm)	0.25 ± 0.02 (6.3 ± 0.5)
Denier	3 - 6
Crimps	None
Tensile Strength, Minimum, psi (MPa)	70,000 (482)
Specific Gravity (typical)	1.32 - 1.40
Elongation at Break, %	35 - 38
Melt Temperature, °F (°C)	475 - 490 (246 - 254)

3. Percent Fibers. The fiber-asphalt mixture shall contain 5.0 ± 0.5% by weight of fibers.

The crack filler, in its final form, shall meet the following requirements when sampled and heated to the manufacturer's recommended maximum heating temperature according to ASTM D 5167.

Test	Value
Cone Penetration @ 77 °F (25 °C), ASTM D 5329	10-35 mm
Softening Point, ASTM D 36	175 °F (79 °C) min.
Maximum Heating Temperature	400°F (204 °C)
Application Temperature	350°F (177 °C) min.

Equipment: Equipment shall be according to the following:

Oil Kettle. The crack filler shall be heated in an oil jacketed double wall kettle equipped with an agitator (reversing rotary auger action) and separate thermometers for the oil bath and mixing chamber. The unit shall also be equipped with a reversible hydraulic 2-in. (50-mm) hot asphalt pump and a recirculating pump to circulate the oil bath. The kettle

shall be capable of operating at temperatures between 248 and 293 °F (120 and 145 °C).

Construction Requirements: The fiber-asphalt filler shall be applied only when the joints and cracks are dry and free of dirt, vegetation, debris and loose filler. All joints and cracks to be filled shall be blown clean with an air compressor equipped with a lance using compressed air. The cleaning operations shall be kept close to the filling operations to prevent debris being carried back into the joints and cracks before filling.

The fiber-asphalt filler shall be applied using a pressurized wand delivery system with such devices as necessary to fill the cracks and form a nominal 0.125 in. (3 mm) thick by 3 in. (75 mm) wide overseal band centered so that the center of the 3 in. (75 mm) wide band is within 1 in. (25 mm) of the crack. The fiber-asphalt shall be applied taking care to not use excessive material in either thickness or location.

The Engineer will determine the extent that fine cracks are filled. Care shall be taken to not place filler on top of pavement markings, manholes and drainage castings.

The ambient temperature during filling shall be above 40 °F (4 °C) and below 85 °F (29 °C). The filler must cure before being opened to traffic. In order to more quickly open the road to traffic, the Contractor may use fine sand, mineral filler, or Portland cement to dust the filler at no additional cost to the LPA.

Method of Measurement: Crack filling will be measured for payment in pounds of fiber-asphalt used.

Basis of Payment: This work will be paid for at the contract unit price per **POUND** for **FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT**. Cleaning of cracks will not be paid for separately.

SEAL COAT

This work shall be in accordance with applicable portions of Sections 403 and 1004 of the Standard Specifications and the following provisions.

Preparation of Pavement:

All areas to be sealed shall be thoroughly cleaned. All hardened accumulations of grease, gum, clay or other foreign matter shall be loosened by scraping and wire brushing. The surface is to be blown clean to remove loosened debris, sand, loose aggregates, dust and any other foreign matter. Spot flushing may be necessary to remove other substances. Oil and grease shall be scraped and/or burned off. Any existing thermoplastic markings shall be removed prior to seal coat application. Oil deeply impregnated in the surface shall be sealed with shellac, "Petro-Seal" primer or other suitable sealer(s) prior to applying sealcoat.

Once the pavement area has been properly prepared, including traffic control, cleaning, patching, crack filling etc. the Contractor shall begin seal coating operations.

Materials:

Two (2) coats of Polymer Modified MasterSeal mineral reinforced asphalt emulsion from Sealmaster Corporation or approved equal by the engineer shall be used. The sealer material furnished under this specification shall be certified by the manufacturer to meet composition and performance requirement, one coat squeegee, and one coat spray.

Sand shall be clean, dry silica free from foreign matter. It shall have an AFS rating of 50 to 90 with no more than 2% retained on a No. 30 U.S. sieve or coarser, no more than 14% passing a No. 140 U.S. sieve, and no more than 3% passing a No. 200 U.S. sieve. Examples: Wedron #730, Ottawa #F-80, Manley #85, or equivalent. The rate of sand per unit of sealer material shall be in accordance with the manufacturer's specifications.

Polymer Modified MasterSeal mineral reinforced asphalt emulsion or approved equal shall be applied according to the manufacturer's specifications. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

Basis of Payment: This work shall be measured and paid for at the contact unit price per **SQUARE YARD** for **SEAL COAT BIKE PATH** or **SEAL COAT PARKING LOT**, which price shall be payment in full for all work specified herein.

PARKING LOT PAINT PAVEMENT MARKING

Description: This work shall be done in accordance with Section 780 of the Standard Specifications for Road and Bridge Construction except as amended or modified herein.

General. The parking lot paint pavement markings are to be completed after the parking lots have been seal coated. The pavement markings shall be completed as soon as possible after completing the seal coating, per manufacturer's specifications, to keep parking lot closure and disruptions to a minimum, unless directed otherwise by the Engineer.

Basis of Payment: This work shall be paid for at the contact unit price per **FOOT** for **PARKING LOT PAINT PAVEMENT MARKING – LINE 4"** or per **SQUARE FOOT** for **PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS**.

TRAFFIC CONTROL AND PROTECTION – DUPAGE COUNTY -Please note this Special Provision shall be specific to and shall only apply to DuPage County.

In addition to Section 8 of the Technical Terms and Conditions, "Lane/Roadways Closure", Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details, notes, and Highway Standards contained in the plans, and the Special Provisions contained herein. This special provision shall only apply for work performed on DuPage County Highways.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the DuPage County Division of Transportation at least 72 hours in advance of beginning work.

STANDARDS:

- 000001 Standard Symbols, Abbreviations, and Patterns
- 701301 Lane Closure, 2L, 2W, Short Time Operations
- 701306 Lane Closure, 2L, 2W, Slow Moving Operation, Day Only, for speeds ≥ 45 MPH
- 701311 Lane Closure. 2L, 2W, Moving Operations, Day Only
- 701426 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≥ 45 MPH
- 701427 Lane Closure, Multilane, Intermittent or Moving Operations, for speeds ≤ 40 MPH
- 701901 Traffic Control Devices

Method of Measurement. Traffic control will not be measured by location or per Standard.

Basis of Payment. The cost of Traffic Control and Protection will be paid for at the **CONTRACT LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION-DUPAGE COUNTY** which price shall include all equipment, labor and materials necessary to complete the work as specified.

BID BOND

Hudson Insurance Company
100 William Street, New York, NY 10038

CONTRACTOR:

(Name, legal status and address)

Denler, Inc.
20502 S. Cherry Hill Road, Joliet, IL 60433

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)

Village of Woodridge
One Plaza Drive
Woodridge, IL 60517

BOND AMOUNT:

5% of Bid Amount

PROJECT:

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

Bid # 2019-07 Cracksealing & Seal Coating Services for Local Public agencies, Various Municipalities.

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 the Project 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.

Signed and sealed this 14th day of March 2019



(Witness)

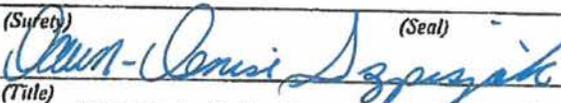
Denler, Inc.

(Principal)  (Seal)

(Title) **Hudson Insurance Company**



(Witness)

(Surety)  (Seal)

(Title) **Attorney-In-Fact Dawn-Denise Szpisjak**



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Lewis Mark Spangler, Lynn M. Blaylock,
Dawn-Denise Szpisjak and Maureen Rott

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.

(Corporate seal)

Attest: *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By: *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 14th day of March, 20 19.

(Corporate seal)

By: *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary

RESOLUTION 2022 - ____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S
2022 CRACK SEALING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND DENLER, 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: 2022 Crack Sealing Project Agreement dated May 3, 2022, between the Village of Bartlett and Denler, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2022 - _____ enacted on May 3, 2022, and approved on May 3, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk



Contractor's Name

Denler Incorporated

Contractor's Address

20502 S. Cherry Hill Road

City

Joliet

State

IL

Zip Code

60433

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

DuPage

Section Number

22-00000-02-GM

Street Name/Road Name

2022 Crack Sealing Project

Type of Funds

Motor Fuel Tax

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Official Title box

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Bartlett	2022 Crack Sealing Project	DuPage	22-00000-02-GM

1. THIS AGREEMENT, made and concluded the 3rd day of May, 2022 between the Village of Bartlett, known as the party of the first part, and Denler Incorporated, 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 22-00000-02-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, 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
<input type="text"/>	<input type="text"/>

(SEAL)

Party of the First Part	Date
By: <input type="text"/>	<input type="text"/>

(If a Corporation)

Corporate Name
<input type="text"/>

President, Party of the Second Part	Date
By: <input type="text"/>	<input type="text"/>

(SEAL)

(If a Limited Liability Corporation)

LLC Name
<input type="text"/>

Manager or Authorized Member, Party of the Second Part
By: <input type="text"/>

(If a Partnership)

Partner	Date
<input type="text"/>	<input type="text"/>

Attest:	
Secretary	Date
<input type="text"/>	<input type="text"/>

Partner	Date
<input type="text"/>	<input type="text"/>

(SEAL)

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

Party of the Second Part	Date
<input type="text"/>	<input type="text"/>

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2022 Pavement Marking Project**
Date: April 25, 2022

On March 22, 2022, DuPage County awarded Superior Road Striping, Inc. the contract for their "2022 Pavement Marking Maintenance" program. This contract included a section on Joint Purchasing and Superior Road Striping indicated they would be willing to extend their unit prices to the Village of Bartlett for our 2022 Pavement Marking Project.

Superior Road Striping, Inc. is a well-known pavement marking contractor in the Chicagoland Area and has satisfactorily completed pavement projects for the Village of Bartlett in the past, including the 2021 Pavement Marking Project.

RECOMMENDATION

Staff recommends using Superior Road Striping, Inc. for the 2022 Pavement Marking Project in the not-to-exceed amount of \$50,000.00. Any remaining funds will be returned to the MFT account to be used at a later date.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE 2022 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, INC.

DuPage County Division of Transportation
 Project: 2022 Pavement Marking Maintenance Sec. No: 22-PVMKG-10-GM
 Date of Letting: March 4, 2022 2:00 P.M.

Item No.	Items	Unit	Quantity	Engineer's Estimate		Superior Road Striping, Inc.		Precision Pavement Marking Inc.		AC Pavement Striping Co.		RoadSafe Traffic System, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	25100	\$4.00	100,400.00	\$4.00	100,400.00	\$4.15	104,165.00	\$4.45	111,695.00		
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	22900	\$0.57	13,053.00	\$0.55	12,595.00	\$0.59	13,511.00	\$0.58	13,282.00		
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	87100	\$0.81	70,551.00	\$0.85	74,035.00	\$0.79	68,809.00	\$0.94	81,874.00		
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	14300	\$1.24	17,732.00	\$1.10	15,730.00	\$1.28	18,304.00	\$1.52	21,736.00		
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	47600	\$1.63	77,588.00	\$1.50	71,400.00	\$2.15	102,340.00	\$2.00	95,200.00		
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	9800	\$4.06	39,788.00	\$4.00	39,200.00	\$4.15	40,670.00	\$4.50	44,100.00		
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH (Group 1)	FOOT	653300	\$0.25	163,325.00	\$0.21	137,193.00	\$0.39	254,787.00	\$0.36	235,188.00		
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	890	\$6.22	5,535.80	\$6.00	5,340.00	\$4.47	3,978.30	\$5.50	4,895.00		
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	12800	\$0.78	9,984.00	\$1.00	12,800.00	\$0.65	8,320.00	\$0.66	8,448.00		
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	3000	\$1.33	3,990.00	\$2.00	6,000.00	\$0.99	2,970.00	\$0.99	2,970.00		
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	530	\$2.08	1,102.40	\$3.00	1,590.00	\$1.33	704.90	\$2.35	1,245.50		
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	1200	\$2.64	3,168.00	\$3.75	4,500.00	\$3.35	4,020.00	\$2.70	3,240.00		
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	400	\$6.26	2,504.00	\$6.00	2,400.00	\$4.47	1,788.00	\$5.50	2,200.00		
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 1)	SQ FT	3000	\$3.97	11,910.00	\$2.50	7,500.00	\$3.45	10,350.00	\$6.00	18,000.00		
15	PAVEMENT MARKING REMOVAL - GRINDING (Group 1)	SQ FT	156300	\$0.41	64,083.00	\$0.40	62,520.00	\$0.41	64,083.00	\$0.84	131,292.00		
16	RAILROAD PROTECTIVE LIABILITY INSURANCE (Group 1)	L SUM	1	\$3,000.00	3,000.00	\$6,500.00	6,500.00	\$5,000.00	5,000.00	\$5,000.00	5,000.00		
17	RAILROAD FLAGGER (Group 1)	DOLLARS	4000	\$1.00	4,000.00	\$1.00	4,000.00	\$1.00	4,000.00	\$1.00	4,000.00		
18	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	700	\$4.60	3,220.00	\$4.00	2,800.00	\$4.15	2,905.00	\$4.45	3,115.00		
19	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	27,000	\$0.66	17,820.00	\$0.55	14,850.00	\$0.59	15,930.00	\$0.58	15,660.00		
20	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	3,000	\$0.93	2,790.00	\$0.85	2,550.00	\$0.79	2,370.00	\$0.94	2,820.00		
21	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	800	\$1.43	1,144.00	\$1.10	880.00	\$1.28	1,024.00	\$1.52	1,216.00		
22	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	2,000	\$1.87	3,740.00	\$1.50	3,000.00	\$2.15	4,300.00	\$2.00	4,000.00		
23	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	100	\$1.22	122.00	\$4.00	400.00	\$4.15	415.00	\$4.50	450.00		
24	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	100	\$0.29	29.00	\$6.00	600.00	\$4.47	447.00	\$5.50	550.00		
25	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	1,000	\$7.15	7,150.00	\$1.00	1,000.00	\$0.65	650.00	\$0.66	660.00		
26	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	300	\$0.90	270.00	\$2.00	600.00	\$0.99	297.00	\$0.99	297.00		
27	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	50	\$1.53	76.50	\$3.00	150.00	\$1.33	66.50	\$2.35	117.50		
28	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	100	\$2.39	239.00	\$3.75	375.00	\$3.35	335.00	\$2.70	270.00		
29	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	50	\$3.04	152.00	\$6.00	300.00	\$4.47	223.50	\$5.50	275.00		
30	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 2)	SQ FT	1,000	\$7.20	7,200.00	\$2.50	2,500.00	\$3.45	3,450.00	\$7.50	7,500.00		
31	PAVEMENT MARKING REMOVAL - GRINDING (Group 2)	SQ FT	4,000	\$0.47	1,880.00	\$0.40	1,600.00	\$0.41	1,640.00	\$0.84	3,360.00		
32	RECESSED REFLECTIVE PAVEMENT MARKER (Group 2)	EACH	500	\$32.14	16,070.00	\$20.00	10,000.00	\$41.00	20,500.00	\$34.50	17,250.00		
33	REPLACEMENT REFLECTOR (Group 2)	EACH	500	\$12.20	6,100.00	\$10.00	5,000.00	\$16.55	8,275.00	\$17.00	8,500.00		
34	TEMPORARY PAVEMENT MARKING REMOVAL (Group 2)	FOOT	4000	\$4.57	18,280.00	\$0.50	2,000.00	\$0.41	1,640.00	\$2.50	10,000.00		
Bidder's Proposal for making Entire Improvements				\$877,996.70	\$612,308.00	\$772,268.20	\$860,406.00	\$0.00					
Quantities shown above include Base Bid + Alternate A													
Base Bid only				\$362,282.86	\$592,382.86	\$313,488.65	\$313,488.65	\$391,807.07	\$391,807.07	\$441,373.47	\$441,373.47		
Alternate A - Base Bid + Alternate A				\$194,966.29	\$557,299.15	\$183,493.71	\$496,982.96	\$236,329.50	\$628,227.17	\$259,337.11	\$700,710.58		

NON-RESPONSIVE

NON-RESPONSIVE

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S
2022 PAVEMENT MARKING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND SUPERIOR ROAD STRIPING, 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: 2022 Pavement Marking Project Agreement dated May 3, 2022, between the Village of Bartlett and Superior Road Striping, Inc. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: May 3, 2022

APPROVED: May 3, 2022

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 2022 - _____ enacted on May 3, 2022, and approved on May 3, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

1980 N. Hawthorne Avenue

City

Melrose Park

State

IL

Zip Code

60160

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

DuPage

Section Number

22-00000-04-GM

Street Name/Road Name

2022 Pavement Marking Project

Type of Funds

Motor Fuel Tax

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	Local Street/Road Name	County	Section Number
Village of Bartlett	2022 Pavement Marking Project	DuPage	22-00000-04-GM

1. THIS AGREEMENT, made and concluded the 3rd day of May, 2022 between the Village of Bartlett, known as the party of the first part, and Superior Road Striping, 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 22-00000-04-GM in Village of Bartlett, approved by the Illinois Department of Transportation on _____, 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
<input type="text"/>	<input type="text"/>

(SEAL)

Party of the First Part	Date
By: <input type="text"/>	<input type="text"/>

(If a Corporation)

Corporate Name
<input type="text"/>

President, Party of the Second Part	Date
By: <input type="text"/>	<input type="text"/>

(SEAL)

(If a Limited Liability Corporation)

LLC Name
<input type="text"/>

Manager or Authorized Member, Party of the Second Part
By: <input type="text"/>

(If a Partnership)

Partner	Date
<input type="text"/>	<input type="text"/>

Partner	Date
<input type="text"/>	<input type="text"/>

Partners doing Business under the firm name of Party of the Second Part
<input type="text"/>

Attest:
 Secretary Date

(SEAL)

(If an individual)

Party of the Second Part	Date
<input type="text"/>	<input type="text"/>



Local Public Agency Formal Contract



Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

1980 N. Hawthorne Ave.

City

Melrose Park

State

IL

Zip Code

60160

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

22-PVMKG-10-GM

Street Name/Road Name

2022 Pavement Marking Maintenance

Type of Funds

Motor Fuel Tax

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 County of DuPage	Local Street/Road Name 2022 Pavement Marking Maintenance	County DuPage	Section Number 22-PVMKG-10-GM
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1. THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____ of DuPage, known as the party of the first part, and Superior Road Striping, 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 22-PVMKG-10-GM in County of DuPage, approved by the Illinois Department of Transportation on _____, 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 _____ County of DuPage

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name
Superior Road Striping, Inc.

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Partner	Date

Attest: Secretary	Date

(SEAL)

Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part	Date



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various	22-PVMKG-10-GM

Bond information to be returned to Local Public Agency at Div. of Trans., 421 N. County Farm Rd, Wheaton, IL 60187
Complete Address

We, Superior Road Striping, Inc., 1980 N. Hawthorne Ave. Melrose Park, IL. 60160
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
FOUR HUNDRED NINETY-SIX THOUSAND NINE HUNDRED EIGHTY-TWO AND THIRTY-SIX CENTS-----

Dollars (\$496,982.36) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

Company Name

By
 Signature & Title Date

By
 Signature & Title Date

Attest
 Signature & Title Date

Attest
 Signature & Title Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature
[Signature Box]

Date commission expires _____

SURETY

Name of Surety
[Name Box]

Title
By: [Title Box]

STATE OF IL
COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that
Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature
[Signature Box]

Date commission expires _____

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature Date
[Signature Box] [Date Box]

County Clerk
Local Public Agency Type

Awarding Authority
County of DuPage

Awarding Authority Signature Date
[Signature Box] [Date Box]



COVER SHEET

Proposal Submitted By:
 Contractor's Name
 Superior Road Striping, Inc.
 Contractor's Address
 1980 N. Hawthorne Ave.
 City
 Melrose Park
 State
 IL
 Zip Code
 60160

STATE OF ILLINOIS
 Local Public Agency
 County of DuPage
 County
 DuPage
 Section Number
 22-PVMKG-10-GM

Route(s) (Street/Road Name)
 2022 Pavement Marking Maintenance
 Type of Funds
 Motor Fuel Tax

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

For a Municipal Project

Submitted/Approved/Passed

Signature Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature Date

County Engineer on behalf of IDOT pursuant to Agreement of Understanding Dated August 7, 2012

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	22-PVMKG-10-GM	2022 Pavement Marking Maintenance

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation

421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office
Address until 2:00 PM on 03-04-22
 Time Date

Sealed proposals will be opened and read publicly at the office of the DuPage County Division of Transportation

421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office
Address at 2:00 PM on 03-04-22
 Time Date

DESCRIPTION OF WORK

Location	Project Length
Various County Routes	

Proposed Improvement

Removal of existing pavement markings and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers.

1. Plans and proposal forms will be available in the office of
on line at <http://www.dupageco.org/dot/doingbusiness>
or by contacting the Division of Transportation at (630) 407-6900.

2. ■ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (DuPage County version of BLR 12201)
 - c. Proposal Bid Bond (BLR 12230)
 - d. **DuPage County Apprenticeship or Training Program Certification (all Apprenticeship/Training Registration Number(s) and/or Certificate(s) need to be included with this form)**
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
 - f. **DuPage County - Required Vendor Ethics Disclosure Statement**
 - g. **IRS Form W-9: Request for Taxpayer Identification Number and Certification**
 - h. **Three (3) References Form**
 - i. **Joint Purchasing Authorization**
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	22-PVMKG-10-GM	2022 Pavement Marking Maintenance

PROPOSAL

1. Proposal of Superior Road Striping, Inc.

Contractor's Name

1980 N. Hawthorne Ave. Melrose Park, IL. 60160

Contractor's Address

2. The plans for the proposed work are those prepared by DuPage County Division of Transportation and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 8/12/22* & 11/30/2022** unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County Treasurer of DuPage.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 22-PVMKG-10-GM

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	22-PVMKG-10-GM	2022 Pavement Marking Maintenance

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	22-PVMKG-10-GM	2022 Pavement Marking Maintenance

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Superior Road Striping, Inc.		
Signature		Date
Title		
President		
Business Address		
1980 N. Hawthorne Ave.		
City	State	Zip Code
Melrose Park	IL	60160

Insert Names of Officers

President
Joan Yario

Attest:

Secretary

Secretary

Joan Yario

Treasurer

Joseph Yario

RETURN WITH BID



**SCHEDULE OF PRICES
(BASE BID PLUS ALTERNATIVE A)**

Contractor's Name: Superior Road Striping, Inc.
 Local Public Agency: County of DuPage
 County: DuPage
 Section: 22-PVMKG-10-GM
 Route: 2022 Pavement Marking Maintenance

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	19731	\$4.00	78,924.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	17439	\$0.55	9,591.45
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	66070	\$0.85	56,159.50
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	11010	\$1.10	12,111.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	38109	\$1.50	57,163.50
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	7786	\$4.00	31,144.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH (Group 1)	FOOT	522356	\$0.21	109,694.76
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	854	\$6.00	5,124.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	7458	\$1.00	7,458.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	2917	\$2.00	5,834.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	530	\$3.00	1,590.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	1165	\$3.75	4,368.75
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	400	\$6.00	2,400.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 1)	SQ FT	3000	\$2.50	7,500.00
15	PAVEMENT MARKING REMOVAL - GRINDING (Group 1)	SQ FT	122036	\$0.40	48,814.40

RETURN WITH BID

16	RAILROAD PROTECTIVE LIABILITY INSURANCE (Group 1)	L SUM	1	\$6,500.00	6,500.00
17	RAILROAD FLAGGER (Group 1)	DOLLARS	4000	\$1.00	4000.00
18	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	700	\$4.00	2,800.00
19	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	27000	\$0.55	14,850.00
20	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	3000	\$0.85	2,550.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	800	\$1.10	880.00
22	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	2000	\$1.50	3,000.00
23	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	100	\$4.00	400.00
24	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	100	\$6.00	600.00
25	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	1000	\$1.00	1,000.00
26	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	300	\$2.00	600.00
27	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	50	\$3.00	150.00
28	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	100	\$3.75	375.00
29	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	50	\$6.00	300.00
30	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 2)	SQ FT	1000	\$2.50	2,500.00
31	PAVEMENT MARKING REMOVAL - GRINDING (Group 2)	SQ FT	4000	\$0.40	1,600.00
32	RECESSED REFLECTIVE PAVEMENT MARKER (Group 2)	EACH	500	\$20.00	10,000.00
33	REPLACEMENT REFLECTOR (Group 2)	EACH	500	\$10.00	5,000.00
34	TEMPORARY PAVEMENT MARKING REMOVAL (Group 2)	FOOT	4000	\$0.50	2,000.00
Bidder's Proposal for making entire improvements (Base + All Alternatives)				\$496,982.36	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

RETURN WITH BID

**SCHEDULE OF PRICES
(BASE BID)**

Contractor's Name: Superior Road Striping, Inc.
 Local Public Agency: County of DuPage
 County: DuPage
 Section: 22-PVMKG-10-GM
 Route: 2022 Pavement Marking
Maintenance

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	11474	\$4.00	45,896.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	10484	\$0.55	5,766.20
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	38885	\$0.85	33,052.25
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	7171	\$1.10	7,888.10
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	23609	\$1.50	35,413.50
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	4972	\$4.00	19,888.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH (Group 1)	FOOT	271155	\$0.21	56,942.55
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	495	\$6.00	2,970.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	3362	\$1.00	3,362.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	1757	\$2.00	3,514.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	176	\$3.00	528.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	1003	\$3.75	3,761.25
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	165	\$6.00	990.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 1)	SQ FT	2078	\$2.50	5,195.00
15	PAVEMENT MARKING REMOVAL - GRINDING (Group 1)	SQ FT	73042	\$0.40	29,216.80
16	RAILROAD PROTECTIVE LIABILITY INSURANCE (Group 1)	L SUM	1	\$6,500.00	6,500.00
17	RAILROAD FLAGGER (Group 1)	DOLLARS	4000	\$1.00	4,000.00
18	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	700	\$4.00	2,800.00

RETURN WITH BID

19	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	27000	\$0.55	14,850.00
20	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	3000	\$0.85	2,550.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	800	\$1.10	880.00
22	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	2000	\$1.50	3,000.00
23	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	100	\$4.00	400.00
24	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT	100	\$6.00	600.00
25	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 2)	FOOT	1000	\$1.00	1,000.00
26	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 2)	FOOT	300	\$2.00	600.00
27	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 2)	FOOT	50	\$3.00	150.00
28	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 2)	FOOT	100	\$3.75	375.00
29	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 2)	FOOT	50	\$6.00	300.00
30	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 2)	SQ FT	1000	\$2.50	2,500.00
31	PAVEMENT MARKING REMOVAL - GRINDING (Group 2)	SQ FT	4000	\$0.40	1,600.00
32	RECESSED REFLECTIVE PAVEMENT MARKER (Group 2)	EACH	500	\$20.00	10,000.00
33	REPLACEMENT REFLECTOR (Group 2)	EACH	500	\$10.00	5,000.00
34	TEMPORARY PAVEMENT MARKING REMOVAL (Group 2)	FOOT	4000	\$0.50	2,000.00
Bidder's Proposal for making entire improvements (Base Bid only)				\$313,488.65	

RETURN WITH BID

**SCHEDULE OF PRICES
(ALT. A)**

Contractor's Name: Superior Road Striping, Inc.
 Local Public Agency: County of DuPage
 County: DuPage
 Section: 22-PVMKG-10-GM
 Route: 2022 Pavement Marking
Maintenance

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	8257	\$4.00	33,028.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	6955	\$0.55	3,825.25
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	27185	\$0.85	23,107.25
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	3839	\$1.10	4,222.90
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	14500	\$1.50	21,750.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	2814	\$4.00	11,256.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH (Group 1)	FOOT	251201	\$0.21	52,752.21
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 1)	SQ FT	359	\$6.00	2,154.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 1)	FOOT	4096	\$1.00	4,096.00
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 1)	FOOT	1160	\$2.00	2,320.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 1)	FOOT	354	\$3.00	1,062.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 1)	FOOT	162	\$3.75	607.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 1)	FOOT	235	\$6.00	1,410.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 1)	SQ FT	922	\$2.50	2,305.00
15	PAVEMENT MARKING REMOVAL - GRINDING (Group 1)	SQ FT	48994	\$0.40	19,597.60
16	RAILROAD PROTECTIVE LIABILITY INSURANCE (Group 1)	L SUM		\$6,500.00	
17	RAILROAD FLAGGER (Group 1)	DOLLARS		\$1.00	
18	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT		\$4.00	

RETURN WITH BID

19	THERMOPLASTIC PAVEMENT MARKING - LINE 4" (Group 2)	FOOT		\$0.55	
20	THERMOPLASTIC PAVEMENT MARKING - LINE 6" (Group 2)	FOOT		\$0.85	
21	THERMOPLASTIC PAVEMENT MARKING - LINE 8" (Group 2)	FOOT		\$1.10	
22	THERMOPLASTIC PAVEMENT MARKING - LINE 12" (Group 2)	FOOT		\$1.50	
23	THERMOPLASTIC PAVEMENT MARKING - LINE 24" (Group 2)	FOOT		\$4.00	
24	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS (Group 2)	SQ FT		\$6.00	
25	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" (Group 2)	FOOT		\$1.00	
26	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" (Group 2)	FOOT		\$2.00	
27	MODIFIED URETHANE PAVEMENT MARKING - LINE 8" (Group 2)	FOOT		\$3.00	
28	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" (Group 2)	FOOT		\$3.75	
29	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" (Group 2)	FOOT		\$6.00	
30	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN (Group 2)	SQ FT		\$2.50	
31	PAVEMENT MARKING REMOVAL - GRINDING (Group 2)	SQ FT		\$0.40	
32	RECESSED REFLECTIVE PAVEMENT MARKER (Group 2)	EACH		\$20.00	
33	REPLACEMENT REFLECTOR (Group 2)	EACH		\$10.00	
34	TEMPORARY PAVEMENT MARKING REMOVAL (Group 2)	FOOT		\$0.50	
	Bidder's Proposal for making entire improvements (Alt. A)			\$183,493.71	

RETURN WITH BID

**SCHEDULE OF PRICES
(BID SUMMARY)**

Contractor's Name: **Superior Road Striping, Inc.**
Local Public Agency: **County of DuPage**
County: **DuPage**
Section: **22-PVMKG-10-GM**
Route: **2022 Pavement Marking
Maintenance**

BID SUMMARY

BASE BID TOTAL	\$313,488.65
ALT. A TOTAL	\$183,493.71
BASE BID + ALT. A	\$496,982.36



Apprenticeship and Training Program Certification

RETURN WITH BID

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various County Routes	22-PVMKG-10-GM

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

The County of DuPage policy, adopted in accordance with DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

International Brotherhood of Teamsters, Local 786

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date
Superior Road Striping, Inc.		
Title		
President		
Address	City	State Zip Code
1980 N. Hawthorne Ave.	Melrose Park	IL 60160



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2022 Pavement Marking Maintenance	22-PVMKG-10-GM

I, Joan Yario of Bensenville, Illinois
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Superior Road Striping, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Superior Road Striping, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date

Print Name of Affiant
Joan Yario, President

Notary Public

State of IL
 County DuPage

Signed (or subscribed or attested) before me on _____ by _____
(date)

Joan Yario, authorized agent(s) of
(name/s of person/s)
Superior Road Striping, Inc.
Bidder

Signature of Notary Public

(SEAL)

My commission expires _____



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: _____

Bid/Contract/PO #: 22-PVMKG-10-GM

Company Name: Superior Road Striping, Inc.	Company Contact:
Contact Phone:	Contact Email:

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Printed Name Joan Yario

Title President

Date _____

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)

2022 PAVEMENT MARKING MAINTENANCE
SEC. 22-PVMKG-10-GM

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Contract 46525 Removal & Replacement Pavt Marking
FIRM	IDOT
ADDRESS	2300 S Dirkson Parkway, Springfield IL
CONTACT	Pat Keneneakhone
TELEPHONE	847-562-6196

PROJECT	Pavement Marking Program
FIRM	City of Joliet
ADDRESS	150 W Jefferson Street, Joliet IL
CONTACT	Russ Labash
TELEPHONE	815-671-2007

PROJECT	Bicycle Sign & Pavement Marking Project
FIRM	Village of River Forest
ADDRESS	400 Park Avenue, River Forest IL
CONTACT	Brendan May
TELEPHONE	630-333-3198

RETURN WITH BID

Joint Purchasing Authorization

County	<u>DuPage</u>
Local Public Agency	<u>DuPage County D.O.T</u>
Section Number	<u>22-PVMG-10-GM</u>
Route	<u>2022 Pavement Marking Maintenance</u>

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.

YES x NO **

** Failure to complete this form will result in a default assumption of a "NO" response.

State any other requirements that they would have to meet beyond that of our Bid Invitation and Specifications.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.