

VILLAGE OF BARTLETT
BOARD AGENDA
JUNE 7, 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:** Board and Committee Minutes – May 17, 2022
- *7. **BILL LIST:** June 7, 2022
8. **TREASURER'S REPORT:** None
9. **PRESIDENT'S REPORT:**
 - A. Planning & Development Services Director Roberta Grill Retirement Proclamation
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **TOWN HALL:** (Note: Three (3) minute time limit per person)
12. **STANDING COMMITTEE REPORTS:**
 - A. **BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS**
 1. None
 - B. **COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
 1. None
 - C. **FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE**
 1. None
 - D. **LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN**
 - *1. Fourth of July Parade Request
 - *2. Fourth of July Fireworks Display Request
 - *3. Fourth of July Class D Liquor License Request
 - E. **POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
 1. Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement Between the Village of Bartlett and Flock Group Inc.
 - F. **PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE**
 1. Resolution Approving the Well Abandonment Agreement Between the Village of Bartlett and Water Well Solutions, LLC
 - *2. Resolution Approving of the 2022 Water Main Replacement Project Agreement Between the Village of Bartlett and Gerardi Sewer and Water Co.
 - *3. Resolution Approving of the 2022 Sidewalk Cutting Project Agreement Between the Village of Bartlett and Hard Rock Concrete Cuttters, Inc.
 - *4. Ordinance Accepting the Public Improvements for BCBP Lot 2A at 235-265 Spitzer Road
 - *5. Ordinance Authorizing the Sale by Internet Auction of Surplus Property Owned by the Village of Bartlett
 - *6. Purchase of 2023 Townmaster T-24 Equipment Trailer
13. **NEW BUSINESS**
14. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
15. **ADJOURNMENT**



VILLAGE OF BARTLETT
BOARD MINUTES
May 17, 2022

1. CALL TO ORDER

President Wallace called the regular meeting of May 17, 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 (via Zoom), Suwanski and President Wallace

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Economic Development Coordinator Tony Fradin, Sr. Management Analyst Sam Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Director of Public Works Dan Dinges, Public Works Engineer Bob Allen, Planning & Development Director Roberta Grill, Food & Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Father Chris Ciomek from St. Peter Damian Catholic Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no changes to the Consent Agenda.

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



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Trustee Deyne moved to Approve the Consent Agenda and that motion was seconded by Trustee Suwanski.

ROLL CALL VOTE TO APPROVE THE 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.

8. TREASURER'S REPORT

Finance Director Todd Dowden stated that this was the March 2022 Treasurer's Report. He stated that the Municipal Sales Tax Report through March 2022 totaled \$308,392 and it was up \$104,915 from the prior year (reflects December activity) and up 51% and still reflects the change of collection methods. Motor Fuel Tax distribution through March 2022 totaled \$137,179 which was up \$20,506 from the prior year and a little bit lower than what they have been seeing most of the year.

President Wallace stated that he asked the administrator to run some numbers on what we would be getting from the LGDF if they restored it to 8% - over \$2M and close to \$4M if restored to its original amount. LGDF is a legislative allotted amount that the village is supposed to get from income tax. They have been grabbing it for 12-13 years and every municipality is affected.

9. PRESIDENT'S REPORT

President Wallace stated that this evening he wanted to show his deepest appreciation to local artist George Chan. Mr. Chan created a beautiful chinese calligraphy that he titled, "Lifetime Friendship", forever immortalizing our friendship with our Sister City, Miaoli City Taiwan. He stated that we also have a few guests present tonight who put in a lot of work for our friendship, President of the Midwest Hakka Association Kevin Lin, as well as the folks from Arts in Bartlett, including Mei Lin.



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To show our appreciation, this painting will be displayed in our Sister City Gallery on the first floor of Village Hall, near the police department link, and a gift was presented to Mr. Chan as well.

President Wallace read a Proclamation for Public Works Week.

Trustee Gandsey read a Proclamation for Economic Development Week.

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne wished the mayor a Happy Birthday. He thanked the staff at Bartlett Hills for the excellent Mother's Day brunch. The golf course is redoing some of the bunkers and the ones that have been completed have made everyone very excited. He thanked Matt Giermak for his efforts.

11. TOWN HALL

Terry Witt, 471 S. Western Avenue

Mr. Witt stated that yesterday, the League of American Bicycles announced 45 new and renewing bicycle friendly businesses in the Bicycle Friendly America program. Spin Doctor Cycle Works went from Silver to Gold level. There are 1,400 bicycle friendly businesses in the country and Bartlett has one of them. The program encourages bicycling in America. They also have bicycle friendly communities – just under 500. The interesting thing is that Bartlett can check off 8 of the 17 boxes on the criteria. He thought it would be in Bartlett's interest to apply. He spoke about a Bicycle Plan and next Tuesday they will be having a Zoom meeting for the Bartlett Bicycle Draft Plan. He encouraged everyone in the community to get a Zoom link to participate.

Village Administrator Paula Schumacher stated that they did a social media post on it.

Mr. Witt stated that the transportation department is setting aside \$5 billion for road safety programs with communities who are emphasizing safety for pedestrians and bicyclists.

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2022-44, an Ordinance Granting a Variation to Allow a Swimming Pool in the Corner Side Yard for 169 Crystals Lane was covered and approved under the Consent Agenda.



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B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that the Geek Incorporated BEDA Application was covered and approved under the Consent Agenda.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was nothing to report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that Ordinance 2022-45, an Ordinance Creating a Class C Extended Liquor License; Ordinance 2022-46, an Ordinance Amending Title 6 of the Bartlett Municipal Code Entitled "Motor Vehicles and Traffic" to Reorganize and Renumber Certain Parts and Chapters Thereof and to Make Certain Minor Revisions Thereto; Ordinance 2022-47, an Ordinance Amending the Bartlett Municipal Code Section 6-11-1303.1: Schedule V, No Parking Zones were covered and approved under the Consent Agenda.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN REINKE

Trustee Reinke stated that Resolution 2022-48-R, a Resolution Authorizing the Purchase of up to 400 Tons of Road Salt from Morton Salt, Inc.; Purchase of (1) 2022 S770 T4 Bobcat Skid Steer Loader from Clark Equipment dba Bobcat Company, West Fargo, ND; Purchase of (1) 2024 International Arbor Chipper Truck from Rush Truck Centers of Springfield, IL were covered and approved under the Consent Agenda.

13. NEW BUSINESS

A. President Wallace stated that Sonia 2 Inc.-32818C dba 7-Eleven has applied for a Class C Extended liquor license which allows for the retail sale of alcoholic liquor from 8:00 a.m. to 12:00 a.m. (midnight) Sunday through Thursday and 8:00 a.m. to 1:00 a.m. Friday and Saturday.

He stated that if there were no objections from the Board he would issue the Class C Extended Liquor License.



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Trustee Gunsteen consented to the creation and issuance and that motion was seconded by Trustee Deyne.

ROLL CALL VOTE TO CONSENT TO THE CREATION AND ISSUANCE OF CLASS C EXTENDED LIQUOR LICENSE TO 7-ELEVEN

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

NAYS: None

ABSENT: None

MOTION CARRIED

14. QUESTION/ANSWER PRESIDENT & TRUSTEES

Trustee Gunsteen asked if IDOT was communicating with the village as far as the closures of the bike paths and construction on West Bartlett Road and Route 59.

Public Works Director Dan Dinges stated that they have not. They are reaching out to them to see if they can involve us.

Trustee Gunsteen expressed that we should keep the community advised via social media on what is going on with the bike path on West Bartlett Road.

Mr. Dinges stated that the issue is not with IDOT, it is the utility companies.

President Wallace asked for an update on the striping on Stearns and Route 59.

Mr. Dinges stated that after talking to IDOT, they found out that Stearns Road is owned by DuPage County. They got a confirmation that it will be striped very soon.

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

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



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ROLL CALL VOTE TO ADJOURN

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

The meeting was adjourned at 7:22 p.m.

Lorna Giles
Village Clerk



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
May 17, 2022**

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of May 17, 2022 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:24 p.m.

ROLL CALL

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

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Economic Development Coordinator Tony Fradin, Finance Director Todd Dowden, Public Works Director Dan Dinges, Planning & Development Director Roberta Grill, Food and Beverage Manager Paul Petersen, Police Chief Patrick Ullrich, Deputy Chief Durbin, Deputy Chief Pretkelis, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

BUILDING & ZONING, CHAIRMAN HOPKINS
Cannabis Text Amendment

Chairman Hopkins introduced the item.

Chairman Deyne asked if we have had any interest in the industrial parks.

Planning and Development Services Director Roberta Grill stated, we have had a few in Brewster Creek Business Park, but no plans submitted.

Economic Development Director Tony Fradin stated there has been a fair amount of inquiries, but no applications.

Chairman Deyne asked if there was more than one firm interested.

Ms. Grill stated she believes the board at the time only wanted one cultivation center and one dispensary in each of those.

Chairman Deyne asked if they would have the opportunity to review it if it was a special use.



**VILLAGE OF BARTLETT
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Ms. Grill stated we would have to do a text amendment. What staff is asking based off this change, we would not limit it in the commercial areas, so why would we want to limit it in the industrial area.

Chairman Hopkins stated he didn't see any reason to.

Chairman Suwanski asked if we would allow it in the Streets of Bartlett.

Ms. Grill stated that was correct. They would not be allowed there, in the Town Center or the Main St. Plaza shopping center.

Chairman Suwanski asked if we could allow it as a Special Use.

Ms. Grill stated "no."

Chairman Hopkins stated we will not limit any of the industrial parks to one business.

Chairman Gunsteen asked if that would help spark some further interest.

Ms. Grill stated she hoped so.

Steve Stromski, a realtor who represents the Bartlett Town Center stated he works for Troy Realty and he has been dealing with a few of these dispensaries throughout Chicagoland the last few months. He is working on a deal in Park Ridge where they are proposing a dispensary on the far edge of town and at their board meeting, many residents wanted it closer to the center of town. He stated he understands there is concerns about putting a dispensary in part of the downtown area, but no matter where you put it, there will always be people in opposition. He said one of the first times he visited the town center building he noticed the Metra station across the street as well as the village hall and police department and immediately he made a few phone calls to some dispensaries and one of the better operators in the state got back to him and they came up with a plan to pitch a dispensary to the board. Unfortunately, we cancelled it at the last minute because we were under the impression it would not pass. The new dispensaries are very clean and secure, they are almost like an apple store, especially with the potential tenant they have interested. They liked the location next to the Metra and police station near it. He stated he would be happy to answer any questions the board had, from a realtor perspective. He was out in Oregon a couple months back and when you walk down the downtown, they are everywhere. If you were to prohibit it in the downtown area, in a few years, you will probably have to reverse it when it becomes more prevalent.

Chairman Hopkins thanked him for his time.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
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Chairman Deyne stated he would like to stay where we are right now and see what the Planning and Zoning Commission says and get the results of the public hearing.

Chairman Deyne moved to adjourn the Committee of the Whole meeting and the motion was seconded by Chairman Hopkins.

ROLL CALL VOTE TO ADJOURN

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

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:38 p.m.

Samuel Hughes
Deputy Village Clerk

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 6/7/2022

100-GENERAL FUND REVENUES

410110-REAL ESTATE TRANSFER TAX

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FELIX TORRES & AMANDA TORRES	TRANSFER TAX REFUND	897.00
	<u>INVOICES TOTAL:</u>	<u>897.00</u>

480200-SALE OF CEMETERY LOTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COUNTRYSIDE FUNERAL HOMES	REFUND/CHECK SENT IN ERROR	50.00
	<u>INVOICES TOTAL:</u>	<u>50.00</u>

100000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 FIRST STOP HEALTH LLC	TELEMEDICINE SERVICES/JUNE 2022	888.35
	<u>INVOICES TOTAL:</u>	<u>888.35</u>

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	240.41
	<u>INVOICES TOTAL:</u>	<u>240.41</u>

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOXIT SOFTWARE INCORPORATED	FOXIT LICENSES	204.01
	<u>INVOICES TOTAL:</u>	<u>204.01</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	OFFICE SUPPLIES	29.10
	<u>INVOICES TOTAL:</u>	<u>29.10</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	BOOK PURCHASE	47.07
1 DUPAGE MAYORS & MANAGERS	BUSINESS MEETING FEES	80.00
	<u>INVOICES TOTAL:</u>	<u>127.07</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BARTLETT ROTARY CLUB	MEMBERSHIP DUES/JAN-JUNE 2022	390.00
1 DUPAGE MAYORS & MANAGERS	ANNUAL MEMBERSHIP DUES	21,601.47

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/7/2022**

INVOICES TOTAL: 21,991.47

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ARTS IN BARTLETT	CIVIC GROUP FUNDING	7,650.00
1 BARTLETT 4TH OF JULY COMMITTEE	CIVIC GROUP FUNDING	12,000.00
1 BARTLETT AREA CHAMBER OF COMMERCE	CIVIC GROUP FUNDING	5,500.00
1 BARTLETT LIONS CLUB	CIVIC GROUP FUNDING	500.00
** 1 BATTERY G 2ND ILLINOIS LIGHT ARTILLERY	CANNON GROUP/MEMORIAL DAY WALK	500.00
1 BUGLES ACROSS AMERICA NFP	DONATION/MEMORIAL DAY WALK	100.00
** 1 SHANNON ROVERS IRISH PIPE BAND	BAGPIPERS FOR MEMORIAL DAY WALK	250.00
<u>INVOICES TOTAL:</u>		<u>26,500.00</u>

543910-HISTORY MUSEUM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTANCE MARTIN	HISTORY MUSEUM PRESENTATION	348.80
** 1 TOM BOZ MAGIC	MAGIC SHOW PRESENTATION	250.00
<u>INVOICES TOTAL:</u>		<u>598.80</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 YOU'RE #1 INC	AWARD	249.90
<u>INVOICES TOTAL:</u>		<u>249.90</u>

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CLARK BAIRD SMITH LLP	LEGAL SERVICES	525.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	925.00
1 LAW OFFICES OF ROBERT J KRUPP PC	PROFESSIONAL SERVICES	540.00
1 STORINO RAMELLO & DURKIN	PROFESSIONAL SERVICES	686.91
<u>INVOICES TOTAL:</u>		<u>4,676.91</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	MAGNOLIA PARK REVIEW	727.50
1 HAMPTON LENZINI AND RENWICK INC	AUTOMOTIVE MALL REVIEW	1,531.25
<u>INVOICES TOTAL:</u>		<u>2,258.75</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,152.19
<u>INVOICES TOTAL:</u>		<u>3,152.19</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/7/2022

1210-LIABILITY INSURANCE

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS FEBRUARY	132.13
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2019 CLOSED CLAIMS MARCH	33.40
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2020 CLOSED CLAIMS MARCH	442.40
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2021 CLOSED CLAIMS MARCH	3,883.04
1 INTERGOVERNMENTAL RISK MGMT AGENCY	2022 CLOSED CLAIMS MARCH	632.46
INVOICES TOTAL:		5,123.43

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	63.00
INVOICES TOTAL:		63.00

523500-AUDIT SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LAUTERBACH & AMEN LLP	AUDIT SERVICES	15,000.00
INVOICES TOTAL:		15,000.00

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CENTURY PRINT & GRAPHICS	TRANSFER TAX LABELS	339.20
1 FOXIT SOFTWARE INCORPORATED	FOXIT LICENSES	204.01
1 WAREHOUSE DIRECT	CHAIRMAT	183.12
1 WAREHOUSE DIRECT	ADDING MACHINE TAPE/SUPPLIES	115.74
INVOICES TOTAL:		842.07

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FEDERAL EXPRESS CORP	BC TIF PAYOUT	23.08
INVOICES TOTAL:		23.08

1500-PLANNING & DEV SERVICES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	70.35
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	31.17
INVOICES TOTAL:		101.52

523110-LEGAL PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	LEGAL NOTICE	82.50

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/7/2022

INVOICES TOTAL: 82.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 22	557.00
<u>INVOICES TOTAL:</u>		<u>557.00</u>

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CALCULATOR/OFFICE SUPPLIES	68.96
<u>INVOICES TOTAL:</u>		<u>68.96</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN ASSOC OF CODE	MEMBERSHIP DUES/S DUCHESNE	75.00
<u>INVOICES TOTAL:</u>		<u>75.00</u>

1700-POLICE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CELLEBRITE INC	ANNUAL LICENSE RENEWAL	4,300.00
1 COMCAST	CABLE SERVICE	162.99
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	68.82
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	82.96
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	163.97
1 VERIZON WIRELESS	WIRELESS SERVICES	456.26
<u>INVOICES TOTAL:</u>		<u>5,235.00</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FOXIT SOFTWARE INCORPORATED	FOXIT LICENSES	204.01
<u>INVOICES TOTAL:</u>		<u>204.01</u>

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	VEHICLE MAINTENANCE SUPPLIES	33.44
1 LDV INC	TV ANTENNA REPLACEMENT	652.55
1 MR CARWASH	CAR WASHES/APRIL 2022	23.92
1 SQUEAKY G'S CAR WASH INC	CAR WASHES	93.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	29.95
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	25.00
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	124.27
1 UNITED AUTO REPAIR	VEHICLE MAINTENANCE	201.95

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 6/7/2022

INVOICES TOTAL: **1,243.98**

526050-VEHICLE SET UP

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ULTRA STROBE COMMUNICATIONS INC	SPOTLIGHT HANDLE REPLACEMENT	45.95
<u>INVOICES TOTAL:</u>		45.95

526100-AUTO BODY REPAIRS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BOB'S AUTO BODY INC	AUTO BODY REPAIRS	946.35
<u>INVOICES TOTAL:</u>		946.35

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DOGFATHER HOT DOGS	CROSSING GUARD LUNCHEON	426.00
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER EXAM/VACCINE	307.12
1 HOME DEPOT CREDIT SERVICES	PATIO UMBRELLAS/DOORSTOPS	385.10
1 PRESENTA PLAQUE CORPORATION	PLAQUES	153.16
** 1 TREE TOWNS IMAGING & COLOR GRAPHICS	DEPOSIT/WALL QUOTES PROJECT	1,020.00
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGES	139.73
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.78
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	INK CARTRIDGE	122.79
1 WAREHOUSE DIRECT	TONER	181.60
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	106.96
<u>INVOICES TOTAL:</u>		3,210.82

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	PISTOL SAFE	73.44
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	128.77
1 RAY O'HERRON CO INC	UNIFORM APPAREL/ACCESSORIES	210.99
1 RAY O'HERRON CO INC	UNIFORM APPAREL	50.39
1 RAY O'HERRON CO INC	UNIFORM APPAREL	100.78
1 RAY O'HERRON CO INC	UNIFORM APPAREL	107.98
1 RAY O'HERRON CO INC	UNIFORM APPAREL	98.99
1 RAY O'HERRON CO INC	UNIFORM APPAREL	158.37
<u>INVOICES TOTAL:</u>		929.71

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMSON REUTERS - WEST	MONTHLY SOFTWARE SUBSCRIPTION	224.63
1 THOMSON REUTERS - WEST	LAW BULLETIN SUBSCRIPTION	672.00
1 THOMSON REUTERS - WEST	SUBSCRIPTION CANCELLATION	-637.68
<u>INVOICES TOTAL:</u>		258.95

** Indicates pre-issue check.

VILLAGE OF BARTLETT
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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 22	11,815.97
INVOICES TOTAL:		11,815.97

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PELEMAN INDUSTRIES INC	BACKGROUND BINDERS	341.76
1 REPROGRAPHICS	MAPS	30.40
1 WAREHOUSE DIRECT	STYROFOAM CUPS/OFFICE SUPPLIES	270.77
1 WAREHOUSE DIRECT	ENVELOPES/OFFICE SUPPLIES	155.96
INVOICES TOTAL:		798.89

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS ALAGNA	POLICE MEMORIAL EXPENSES	59.00
1 VICTORIA M ANDERSON	RECRUITMENT/JOB FAIR EXPENSES	47.20
1 VICTORIA M ANDERSON	POLICE MEMORIAL EXPENSES	59.00
1 DEFENSE TECHNOLOGY LLC	TRAINING REGISTRATION	895.00
1 RAYMOND GARCIA	ITOA TRAINING EXPENSES	165.90
1 RAYMOND GARCIA	POLICE MEMORIAL EXPENSES	59.00
** 1 ILLINOIS JUVENILE OFFICERS ASSOC	IJOA & IDOA CONFERENCE FEES	625.00
1 KATHRYN R JUZWIN	CONSULTING FEES-MAR/APR 2022	3,166.66
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 NORTH EAST MULTI-REGIONAL	TRAINING FEES	125.00
1 RYAN SIECKMAN	IDEOA CONFERENCE EXPENSES	874.71
1 ROBERT SWEENEY	POLICE MEMORIAL EXPENSES	493.12
INVOICES TOTAL:		6,694.59

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE M.E.R.I.T.	ANNUAL MEMBERSHIP DUES	6,500.00
1 IL POLICE ACCREDITATION COALITION	ANNUAL MEMBERSHIP DUES	100.00
1 KANE COUNTY CHIEFS OF POLICE	ANNUAL MEMBERSHIP/W NAYDENOFF	50.00
1 KANE COUNTY CHIEFS OF POLICE	ANNUAL MEMBERSHIP/R SWEENEY	50.00
1 NORTH SUBURBAN JUVENILE ASSOCIATION	MEMBERSHIP RENEWAL/V ANDERSON	25.00
1 NORTH SUBURBAN JUVENILE ASSOCIATION	MEMBERSHIP RENEWAL/T DENDINGER	25.00
INVOICES TOTAL:		6,750.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	GREEN SCREEN BACKDROP KIT	46.72
1 CROWN TROPHY	CROSSING GUARD AWARD	37.00
1 CROWN TROPHY	CROSSING GUARD AWARD	37.00
1 KARA CO	NO PARKING SIGNS	262.45
1 LANDINI ENTERTAINMENT PRODUCTIONS INC	DEPOSIT/NNO TRACKLESS TRAIN	497.50

** Indicates pre-issue check.

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1 TOWN & COUNTRY GARDENS	D.A.R.E. GRADUATION FLOWERS	63.50
1 VOSS SIGNS LLC	NO PARKING SIGNS	502.50
** 1 ZOOS ARE US INC	DEPOSIT/PETTING ZOO FOR NNO	420.00
<u>INVOICES TOTAL:</u>		<u>1,866.67</u>

544001-PRISONER DETENTION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 BARTLETT SOAP N SUDS	BLANKET LAUNDERING	21.85
<u>INVOICES TOTAL:</u>		<u>21.85</u>

545200-POLICE/FIRE COMMISSION

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 STEPHEN A LASER ASSOCIATES	POLICE OFFICER ASSESSMENTS	1,100.00
1 PHYSICIANS IMMEDIATE CARE - CHICAGO	PERSONNEL TESTING	1,308.00
<u>INVOICES TOTAL:</u>		<u>2,408.00</u>

570105-EQUITABLE SHARING EXPENSE

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 ULTRA STROBE COMMUNICATIONS INC	EQUIPMENT INSTALLATION	3,635.00
<u>INVOICES TOTAL:</u>		<u>3,635.00</u>

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 COMCAST	CABLE SERVICE	2.10
<u>INVOICES TOTAL:</u>		<u>2.10</u>

524120-UTILITIES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	26.83
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	193.53
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	196.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	467.92
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	23.73
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	4,780.50
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	1,592.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	22.96
1 NICOR GAS	GAS BILL	217.50
1 NICOR GAS	GAS BILL	88.71
1 NICOR GAS	GAS BILL	370.35
<u>INVOICES TOTAL:</u>		<u>7,981.46</u>

526000-SERVICE TO MAINTAIN VEHICLES

<u>VENDOR</u>	<u>INVOICE DESCRIPTION</u>	<u>INVOICE AMOUNT</u>
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	554.11
1 POMP'S TIRE SERVICE INC	MOWER TRAILER SPARE TIRES	301.32

** Indicates pre-issue check.

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1 STANDARD INDUSTRIAL & AUTOMOTIVE	VEHICLE MAINTENANCE	1,611.96
	INVOICES TOTAL:	2,467.39

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DTN LLC	WEATHER INFORMATION SERVICE	693.00
1 HAMPTON LENZINI AND RENWICK INC	BRIDGE SAFETY INSPECTIONS	1,187.50
	INVOICES TOTAL:	1,880.50

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COOK COUNTY TREASURER	TRAFFIC SIGNAL MAINTENANCE	417.75
	INVOICES TOTAL:	417.75

527113-SERVICES TO MAINT. GROUNDS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 C E SMITH LAWN MAINTENANCE INC	LANDSCAPING SERVICES	320.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2022	2,350.00
1 WEBMARC DOORS INC	COMMERCIAL DOOR REPAIRS	346.00
	INVOICES TOTAL:	3,016.00

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DAVE CEBULKO	PUBLIC SIDEWALK REPLACEMENT	642.40
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,278.75
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,076.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,427.25
1 ELMHURST CHICAGO STONE COMPANY	PSI AIR	1,664.25
1 KINNA PATEL	PUBLIC SIDEWALK REPLACEMENT	730.00
1 WELCH BROS INC	WOOD STAKES/SUPPLIES	442.60
	INVOICES TOTAL:	7,261.50

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	215.17
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	79.98
1 DULTMEIER SALES LLC	MATERIALS & SUPPLIES	36.15
1 ECOTURF MIDWEST INC	TREE CARE SUPPLIES	399.76
1 JEAN MATUSTIK	REIMBURSEMENT/DAMAGED MAILBOX	100.00
1 NAPCO STEEL INC	MATERIALS & SUPPLIES	461.35
1 PEERLESS FENCE	EQUIPMENT MAINTENANCE	1,000.00
1 REPROGRAPHICS	MAPS	30.40
1 RUSSO'S POWER EQUIPMENT INC	HAND SAWS	159.98
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	64.32
	INVOICES TOTAL:	2,547.11

** Indicates pre-issue check.

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532010-FUEL PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 22	4,097.86
	INVOICES TOTAL:	4,097.86

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/OFFICE SUPPLIES	87.84
1 WAREHOUSE DIRECT	SHEET PROTECTORS	5.08
	INVOICES TOTAL:	92.92

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LAWN MOWER TIRES	145.16
1 AMAZON CAPITAL SERVICES INC	THERMOSTAT ASSEMBLY	103.77
1 ATLAS BOBCAT LLC	MAINTENANCE SUPPLIES	207.88
1 AUTOZONE INC	MAINTENANCE SUPPLIES	12.99
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	46.49
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	35.96
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	32.66
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	6.26
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	48.95
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	52.95
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	130.00
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	778.80
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.58
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	547.17
	INVOICES TOTAL:	2,167.62

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	229.16
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	178.20
1 ASTROBLAST INC	LIGHT POLE CLEANING/COATING	1,262.00
1 JERRY'S WELDING INC	WELDING SERVICES	760.00
1 TRAFFIC CONTROL & PROTECTION INC	SIGN MAKING MATERIALS	234.00
1 TSI TRAFFIC CONTROL LLC	ROAD CLOSED SIGNS	1,620.00
	INVOICES TOTAL:	4,283.36

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE TOPSOIL INC	GRAVEL PURCHASE	750.00
1 RON CLESEN'S ORNAMENTAL PLANTS INC	HANGING FLOWER BASKETS	7,005.00
	INVOICES TOTAL:	7,755.00

** Indicates pre-issue check.

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534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STEINER ELECTRIC COMPANY	LIGHTING SUPPLIES	150.60
INVOICES TOTAL:		150.60

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THOMAS HOGAN	ROAD SCHOLAR PROGRAM	357.02
1 TYLER REESE	ROAD SCHOLAR PROGRAM	361.11
** 1 STEVEN SPRADLING	FOOD FOR PUBLIC WORKS LUNCHEON	43.77
INVOICES TOTAL:		761.90

543800-STORMWATER FACILITIES MAINT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHRISTOPHER B BURKE ENG LTD	M&M-FEMA NATIVE BASINS	1,768.71
1 WELCH BROS INC	GRAVEL PURCHASE	448.00
1 WELCH BROS INC	PVC PIPE/SUPPLIES	1,935.65
INVOICES TOTAL:		4,152.36

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	138.33
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	138.33
INVOICES TOTAL:		276.66

574800-TREE PURCHASES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE FIELDS ON CATON FARM INC	TREE PURCHASE	16,855.00
INVOICES TOTAL:		16,855.00

3000-DEBT SERVICE EXPENDITURES

547070-2017 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2017 GO BOND INTEREST PYMT	21,825.00
INVOICES TOTAL:		21,825.00

547077-2019 GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INTEREST PYMT	92,375.00
INVOICES TOTAL:		92,375.00

547081-2021B GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021B GO BOND INTEREST PYMT	97,303.75

** Indicates pre-issue check.

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INVOICES TOTAL: 97,303.75

547083-2022A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2022A GO BOND INTEREST PYMT	62,746.89
<u>INVOICES TOTAL:</u>		<u>62,746.89</u>

430000-DEVELOPER DEPOSITS FUND

262099-DEPOSIT-ORDINANCE 89-49

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TRIUMPH CONSTRUCTION SERVICES CORP	BOND REFUND/1215 HUMBRACHT CIR	1,000.00
<u>INVOICES TOTAL:</u>		<u>1,000.00</u>

5000-WATER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLEGIAN T FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	225.00
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2022	1,562.00
1 HAMPTON LENZINI AND RENWICK INC	NATIVE AREA MANAGEMENT	540.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	90.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/MAR 2022	7,000.00
1 OTM ENVIRONMENTAL SERVICES INC	WATER SYSTEM CHECKS/APR 2022	9,600.00
<u>INVOICES TOTAL:</u>		<u>19,017.00</u>

522500-EQUIPMENT RENTALS

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

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PADDOCK PUBLICATIONS INC	WELL BID NOTICE	78.30
<u>INVOICES TOTAL:</u>		<u>78.30</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	180.99
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	72.02
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	224.54
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	684.95
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	354.46
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	143.93
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	678.65
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	334.06
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	70.50

** Indicates pre-issue check.

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1 NICOR GAS	GAS BILL	720.19
1 NICOR GAS	GAS BILL	226.57
INVOICES TOTAL:		3,690.86

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 IVY LANE CORPORATION	VEHICLE MAINTENANCE	76.47
INVOICES TOTAL:		76.47

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALLIED ASPHALT PAVING COMPANY	ASPHALT PURCHASE	1,269.00
INVOICES TOTAL:		1,269.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORE & MAIN LP	MATERIALS & SUPPLIES	5,024.88
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	72.76
INVOICES TOTAL:		5,097.64

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	827.29
1 HAWKINS INC	CHEMICAL SUPPLIES	904.13
INVOICES TOTAL:		1,731.42

530160-SAFETY EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FULLIFE SAFETY LLC	EQUIPMENT CALIBRATION	77.50
INVOICES TOTAL:		77.50

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 22	1,243.51
INVOICES TOTAL:		1,243.51

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/OFFICE SUPPLIES	87.84
1 WAREHOUSE DIRECT	SHEET PROTECTORS	5.08
INVOICES TOTAL:		92.92

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.58
1 LEE JENSEN SALES CO INC	EQUIPMENT REPAIRS	125.00

** Indicates pre-issue check.

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INVOICES TOTAL: **143.58**

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	2,054.00
		<u>INVOICES TOTAL:</u> 2,054.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 STEVEN SPRADLING	FOOD FOR PUBLIC WORKS LUNCHEON	43.77
		<u>INVOICES TOTAL:</u> 43.77

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	138.33
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	138.33
		<u>INVOICES TOTAL:</u> 276.66

547047-IEPA LOAN INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	64,026.75
		<u>INVOICES TOTAL:</u> 64,026.75

547048-IEPA LOAN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 2 IL ENVIRONMENTAL PROTECTION AGENCY	IEPA LOAN PAYMENT	169,448.02
		<u>INVOICES TOTAL:</u> 169,448.02

547079-2021A GO BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2021A GO BOND INTEREST PYMT	260,200.00
		<u>INVOICES TOTAL:</u> 260,200.00

500000-WATER FUND

121054-WATER/SEWER BILLING A/R

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TANIA BOWLER	REFUND/WATER BILL OVERPAYMENT	55.31
1 MEGAN FOX	REFUND/WATER BILL OVERPAYMENT	129.76
1 AARON T PANKAU	REFUND/WATER BILL OVERPAYMENT	90.37
		<u>INVOICES TOTAL:</u> 275.44

5090-WATER CAPITAL PROJECTS EXP

581031-LEAK SURVEY/REPAIR

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

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1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	1,550.00
1 ASSOCIATED TECHNICAL SERVICES LTD	LEAK LOCATION SERVICES	776.00
INVOICES TOTAL:		2,326.00

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CORNERSTONE LAND & LAWN INC	LANDSCAPE MAINTENANCE/MAY 2022	625.00
INVOICES TOTAL:		625.00

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	262.48
INVOICES TOTAL:		262.48

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	751.48
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	245.64
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	125.86
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	210.25
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	452.42
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	64.99
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	275.33
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	203.89
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	114.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.79
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	359.94
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	138.85
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	142.16
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	225.44
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	188.59
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	79.15
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	438.18
1 NICOR GAS	GAS BILL	65.81
1 NICOR GAS	GAS BILL	50.10
1 NICOR GAS	GAS BILL	52.92
1 NICOR GAS	GAS BILL	160.23
1 NICOR GAS	GAS BILL	301.19
INVOICES TOTAL:		4,714.04

524210-SLUDGE REMOVAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYNAGRO CENTRAL LLC	SLUDGE DISPOSAL	8,917.68
INVOICES TOTAL:		8,917.68

526000-SERVICE TO MAINTAIN VEHICLES

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

**VILLAGE OF BARTLETT
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1 HAWK FORD OF ST CHARLES	VEHICLE MAINTENANCE	188.95
1 POMP'S TIRE SERVICE INC	TIRE REPLACEMENTS	1,223.08
		INVOICES TOTAL: 1,412.03

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	448.00
		INVOICES TOTAL: 448.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AIRGAS USA LLC	CYLINDER RENTAL	215.18
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	35.83
		INVOICES TOTAL: 251.01

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	6,572.30
1 HAWKINS INC	CHEMICAL SUPPLIES	4,303.50
1 HAWKINS INC	CHEMICAL SUPPLIES	30.00
1 HAWKINS INC	CHEMICAL SUPPLIES	5,948.24
1 HAWKINS INC	CHEMICAL SUPPLIES	8,870.70
1 PRO CHEM INC	CHEMICAL SUPPLIES	916.36
		INVOICES TOTAL: 26,641.10

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 WEX BANK	FUEL PURCHASES - APRIL 22	2,025.09
		INVOICES TOTAL: 2,025.09

532200-OFFICE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WAREHOUSE DIRECT	COFFEE/CREAMER/OFFICE SUPPLIES	87.84
		INVOICES TOTAL: 87.84

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE UPS STORE	SHIPPING CHARGES	11.91
		INVOICES TOTAL: 11.91

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AUTOZONE INC	MAINTENANCE SUPPLIES	347.79
1 BERRYMAN EQUIPMENT COMPANY	BLOWER MOTOR REPAIRS	3,791.00
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	54.19
1 CAROL STREAM LAWN & POWER	MAINTENANCE SUPPLIES	9.00
1 CERTIFIED BALANCE & SCALE CORP	MAINTENANCE SUPPLIES	1,042.00

** Indicates pre-issue check.

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1 CERTIFIED BALANCE & SCALE CORP	MAINTENANCE SUPPLIES	324.00
1 CORE & MAIN LP	MAINTENANCE SUPPLIES	226.50
1 DANES MECHANICAL	HVAC SYSTEM REPAIRS	618.70
1 FLOW-TECHNICS INC	CONTROLLER	943.75
1 GASVODA & ASSOCIATES INC	MAINTENANCE SUPPLIES	1,823.18
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	30.26
1 KONICA MINOLTA BUSINESS	COPIER MAINTENANCE SERVICE	18.59
1 LIONHEART CRITICAL POWER	GENERATOR MAINTENANCE	12,910.14
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	216.78
1 STANDARD EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	2,390.26
<u>INVOICES TOTAL:</u>		<u>24,746.14</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ERIK LARSON	APWA CLASSES	214.00
** 1 STEVEN SPRADLING	FOOD FOR PUBLIC WORKS LUNCHEON	43.76
<u>INVOICES TOTAL:</u>		<u>257.76</u>

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	138.34
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	138.34
<u>INVOICES TOTAL:</u>		<u>276.68</u>

547075-2019 SEWER BOND INTEREST

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 UMB BANK N.A.	2019 GO BOND INTEREST PYMT	140,450.00
<u>INVOICES TOTAL:</u>		<u>140,450.00</u>

510000-SEWER FUND

200504-FRWRD PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FRWRD	KANE CO SEWER TREATMENT/MAY 22	868.23
<u>INVOICES TOTAL:</u>		<u>868.23</u>

5190-SEWER CAPITAL PROJECTS EXP

582025-SANITARY SEWER EVALUATION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEENAH FOUNDRY COMPANY	SOLID LIDS	5,920.00
<u>INVOICES TOTAL:</u>		<u>5,920.00</u>

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TROTTER & ASSOCIATES INC	LIFT STATION REHAB - BIDDING	2,127.29

** Indicates pre-issue check.

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INVOICES TOTAL: 2,127.29

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTRUCTION & GEOTECHNICAL	ENGINEERING SERVICES	3,970.00
1 STRAND ASSOCIATES INC	WRF - CONTRACT ADM	54,200.00
1 STRAND ASSOCIATES INC	WRF - LOAN ASSISTANCE	240.00
1 STRAND ASSOCIATES INC	BITTERSWEET DRIVE WRF - RPR	25,545.84
<u>INVOICES TOTAL:</u>		<u>83,955.84</u>

5200-PARKING OPERATING EXPENSES

523800-RENT TO RAILROAD

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 METRA	QTRLY LEASE PYMT/FEB-APR 2022	989.27
<u>INVOICES TOTAL:</u>		<u>989.27</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	66.24
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	51.13
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	56.64
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	56.43
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	342.10
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	44.08
<u>INVOICES TOTAL:</u>		<u>748.52</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	117.50
1 GORDON FLESCH COMPANY INC	COPIER MAINTENANCE SERVICE	38.57
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	255.00
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	278.40
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	278.40
1 ROSCOE CO	MATS	278.34
<u>INVOICES TOTAL:</u>		<u>1,246.21</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BURKE SOUND & SECURITY CORP	BURGLAR ALARM MAINTENANCE	1,402.00
1 JENSEN'S PLUMBING & HEATING INC	BOILER PUMP REPLACEMENT	6,935.85
<u>INVOICES TOTAL:</u>		<u>8,337.85</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	32.86
INVOICES TOTAL:		32.86

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DE LAGE LANDEN PUBLIC FINANCE LLC	GOLF CART FLEET	49,957.64
INVOICES TOTAL:		49,957.64

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	57.55
INVOICES TOTAL:		57.55

532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,770.38
INVOICES TOTAL:		1,770.38

534200-GOLF CART MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NADLER GOLF CAR SALES INC	GOLF CART MAINTENANCE SUPPLIES	290.76
INVOICES TOTAL:		290.76

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EMERGENCY 24 INC	ALARM SERVICES	212.00
INVOICES TOTAL:		212.00

5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	10.96
INVOICES TOTAL:		10.96

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	4,310.22
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	5,922.21
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	5,706.00
1 PENDELTON TURF SUPPLY INC	MATERIALS & SUPPLIES	1,160.00
INVOICES TOTAL:		17,098.43

** Indicates pre-issue check.

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532000-AUTOMOTIVE SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,770.38
1 MANSFIELD OIL COMPANY	GASOLINE PURCHASE	1,441.31
INVOICES TOTAL:		3,211.69

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 O'REILLY AUTOMOTIVE INC	MAINTENANCE SUPPLIES	8.55
1 REINDERS INC	MAINTENANCE SUPPLIES	419.81
1 REINDERS INC	MAINTENANCE SUPPLIES	1,411.52
1 REINDERS INC	MAINTENANCE SUPPLIES	178.54
1 REVELS TURF & TRACTOR LLC	MAINTENANCE SUPPLIES	1,423.70
INVOICES TOTAL:		3,442.12

534500-GROUNDS MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	MAINTENANCE SUPPLIES	70.02
1 CHICAGOLAND TURF	MAINTENANCE SUPPLIES	74.30
1 CHICAGOLAND TURF	MATERIALS & SUPPLIES	234.00
1 LEIBOLD IRRIGATION INC	IRRIGATION SYSTEM REPAIRS	1,965.07
INVOICES TOTAL:		2,343.39

5560-GOLF RESTAURANT EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A MAESTRANZI SONS	KNIFE SHARPENING	20.00
1 COMPLETE BAR SYSTEMS LLC	CLEANED BEER LINES	56.00
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.31
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.83
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	34.80
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	34.80
1 SYSCO FOOD SERVICES - CHICAGO	ECOLAB DISH LEASE - MARCH 2022	180.00
INVOICES TOTAL:		479.74

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	113.75
INVOICES TOTAL:		113.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.48
INVOICES TOTAL:		5.48

** Indicates pre-issue check.

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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.36
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	111.30
INVOICES TOTAL:		211.66

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKI DISTRIBUTING LLC	BEER PURCHASE	417.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	164.94
1 EUCLID BEVERAGE LLC	BEER PURCHASE	353.79
1 EUCLID BEVERAGE LLC	BEER PURCHASE	374.56
1 GRECO AND SONS INC	FOOD PURCHASE	60.00
1 GRECO AND SONS INC	FOOD PURCHASE	151.37
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	500.52
1 GRECO AND SONS INC	FOOD PURCHASE	151.11
1 GRECO AND SONS INC	FOOD PURCHASE	120.00
1 GRECO AND SONS INC	FOOD PURCHASE	265.37
1 SCHAMBERGER BROTHERS INC	BEER PURCHASE	177.19
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	402.22
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	155.04
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	64.45
INVOICES TOTAL:		3,357.56

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALSCO	LINEN SERVICES	394.68
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	108.32
1 GREAT LAKES SERVICE	MONTHLY SERVICE AGREEMENT	45.84
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	34.80
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	34.80
INVOICES TOTAL:		618.44

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GREAT LAKES SERVICE	ICE MACHINE REPAIRS	113.75
INVOICES TOTAL:		113.75

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	5.48
INVOICES TOTAL:		5.48

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EVAN BLUM	FLOWERS FOR WEDDING	178.36
1 GRECO AND SONS INC	FOOD PURCHASE/SUPPLIES	60.00
1 SIGNARAMA	WEDDING BANNERS	110.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	40.37
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	100.00
INVOICES TOTAL:		488.73

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 THE BAKING INSTITUTE BAKERY CO	WEDDING CAKE	426.99
1 FORTUNE FISH & GOURMET	FOOD PURCHASE	422.51
1 GRECO AND SONS INC	FOOD PURCHASE	568.69
1 GRECO AND SONS INC	FOOD PURCHASE	245.60
1 GRECO AND SONS INC	FOOD PURCHASE	252.00
1 GRECO AND SONS INC	FOOD PURCHASE	160.02
1 GRECO AND SONS INC	FOOD PURCHASE	946.84
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	752.44
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	350.22
INVOICES TOTAL:		4,125.31

5580-GOLF MIDWAY EXPENSES

534320-PURCHASES - FOOD & BEVERAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 A J MAKA DISTRIBUTING LLC	BEER PURCHASE	225.00
1 ELGIN BEVERAGE CO	BEER PURCHASE	36.00
1 EUCLID BEVERAGE LLC	BEER PURCHASE	553.95
1 GRECO AND SONS INC	FOOD PURCHASE	507.45
1 GRECO AND SONS INC	FOOD PURCHASE	375.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	352.00
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE/SUPPLIES	705.45
1 SYSCO FOOD SERVICES - CHICAGO	FOOD PURCHASE	180.10
INVOICES TOTAL:		2,934.95

6000-CENTRAL SERVICES EXPENSES

516500-UNEMPLOYMENT BENEFITS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 ILLINOIS DIRECTOR OF EMPLOYMENT SECUR	UNEMPLOYMENT BENEFITS	995.08
INVOICES TOTAL:		995.08

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 APPLIED COMMUNICATIONS GROUP	ANNUAL MAINTENANCE AGREEMENT	6,800.00

** Indicates pre-issue check.

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1 CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MGMT SERVICE JULY 2022	16,650.00
1 JOHNSON CONTROLS SECURITY SOLUTIONS	QUARTERLY BILLING	256.55
1 JOHNSON CONTROLS SECURITY SOLUTIONS	REDUCTION IN ANNUAL CHARGES	-39.92
<u>INVOICES TOTAL:</u>		<u>23,666.63</u>

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	91.90
1 FOXIT SOFTWARE INCORPORATED	FOXIT LICENSES	2,448.12
1 TYLER TECHNOLOGIES INC	ANNUAL SUPPORT/UPDATE LICENSING	74,136.59
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,090.90
<u>INVOICES TOTAL:</u>		<u>78,767.51</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MATTHEW BURRIS	PLUMBING SERVICES	425.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	300.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	220.00
1 ALLEGIANT FIRE PROTECTION LLC	ANNUAL FIRE ALARM INSPECTION	225.00
1 ANDERSON PEST SOLUTIONS	PEST CONTROL SERVICES	239.60
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - JAN 2022	3,752.00
** 1 MULTISYSTEM MANAGEMENT COMPANY INC	JANITORIAL SERVICES - MARCH 2022	3,752.00
1 SCHINDLER ELEVATOR CORPORATION	MAINTENANCE PRICE ADJUSTMENT	521.55
1 SCHINDLER ELEVATOR CORPORATION	HYDRAULIC PRESSURE TEST	4,262.84
<u>INVOICES TOTAL:</u>		<u>13,697.99</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	TELEPHONE BILL	4,072.90
1 COMCAST	INTERNET SERVICE	218.40
<u>INVOICES TOTAL:</u>		<u>4,291.30</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 COMMONWEALTH EDISON CO	ELECTRIC BILL	588.83
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	278.18
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	36.80
<u>INVOICES TOTAL:</u>		<u>903.81</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	LASERJET ROLLER KIT	19.95
<u>INVOICES TOTAL:</u>		<u>19.95</u>

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	17.98

** Indicates pre-issue check.

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INVOICES TOTAL: 17.98

6100-VEHICLE REPLACEMENT EXPENSES

570180-STREETS VEH REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 RUSH TRUCK CENTERS	PLOW TRUCK PURCHASE	147,687.00
1 RUSH TRUCK CENTERS	PLOW TRUCK PURCHASE	152,687.00
<u>INVOICES TOTAL:</u>		<u>300,374.00</u>

7200-BLUFF CITY SSA DEBT SERV EXP

547004-SSA BOND INTEREST EXPENSE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUFF CITY LLC	BLUFF CITY SSA DEBT SERVICE PYMT	29,412.50
<u>INVOICES TOTAL:</u>		<u>29,412.50</u>

GRAND TOTAL: **1,861,170.76**

GENERAL FUND	196,033.35
DEBT SERVICE FUND	274,250.64
DEVELOPER DEPOSITS FUND	1,000.00
WATER FUND	531,537.42
SEWER FUND	303,998.12
PARKING FUND	1,737.79
GOLF FUND	100,466.69
CENTRAL SERVICES FUND	122,360.25
VEHICLE REPLACEMENT FUND	300,374.00
BLUFF CITY SSA DEBT SERV FUND	29,412.50
GRAND TOTAL	1,861,170.76

** Indicates pre-issue check.

**A PROCLAMATION RECOGNIZING PLANNING & DEVELOPMENT SERVICES DIRECTOR
ROBERTA GRILL UPON HER RETIREMENT FROM THE
VILLAGE OF BARTLETT**

WHEREAS, Roberta Grill, who holds a master's degree in city and regional planning from Memphis State University, was hired as the village planner in April 1990; and

WHEREAS, Roberta was promoted to assistant community development director in 2000, was appointed acting community development director in 2018, and in March of 2019, became the village's first ever director of planning and development services when the building and community development departments were combined; and

WHEREAS, it must have been predestined that Grill, whose maiden name is Roberta BARTLETT, early on in her career worked as a planning assistant for the City of BARTLETT, Tennessee and now, after 32 exemplary years here, is concluding her professional life in the Village of BARTLETT; and

WHEREAS, Grill's vast knowledge of planning, zoning and community development made her an integral part of the team that guided the village through a boom in residential growth during which Bartlett added many high quality, desirable single and multi-family subdivisions, nearly doubled its population and then layered in senior and assisted living that will meet the needs of the village for generations to come; and

WHEREAS, her experience with economic and urban development helped the Village to successfully attract business and commercial projects, such as the flourishing Brewster Creek Business Park and the many retail, dining and service businesses that make up the Route 59 corridor, and that she also has continued to skillfully shepherd the redevelopment of Bartlett's downtown, leading the way on a modern, transit oriented development plan and the highly successful revitalization of the Streets of Bartlett shopping center; and

WHEREAS, during her long tenure with the village, she has seen the addition of Bartlett's first and second Starbuck's as well as its first backyard chicken coops; she has weighed in on the allowed height of fences and the regulations for business signs; she has been a witness to both the demolition of notable properties that were beyond repair and the construction of a new commuter train station, new civic buildings and is significantly ending on a high note with the full building permit application for Bartlett's new craft brewery, MORE Brewing, as the last official plan review of her career; and

WHEREAS, the village is forever appreciative for the hand Roberta has had in shaping Bartlett for more than three decades, always balancing our economic growth with our residents' desire for a family-friendly community;

NOW, THEREFORE, I, Kevin Wallace, President of the Village of Bartlett, Cook, DuPage and Kane Counties, offer our many, many thanks to Planning and Development Services Director Roberta Grill for her service to our municipality. We are proud to have had you as an employee in the Village of Bartlett and we wish you a retirement filled with family fun and leisurely pursuits and an abundance of good health and happiness.

Dated this 7th day of June, 2022



Kevin Wallace, Village President

Memorandum

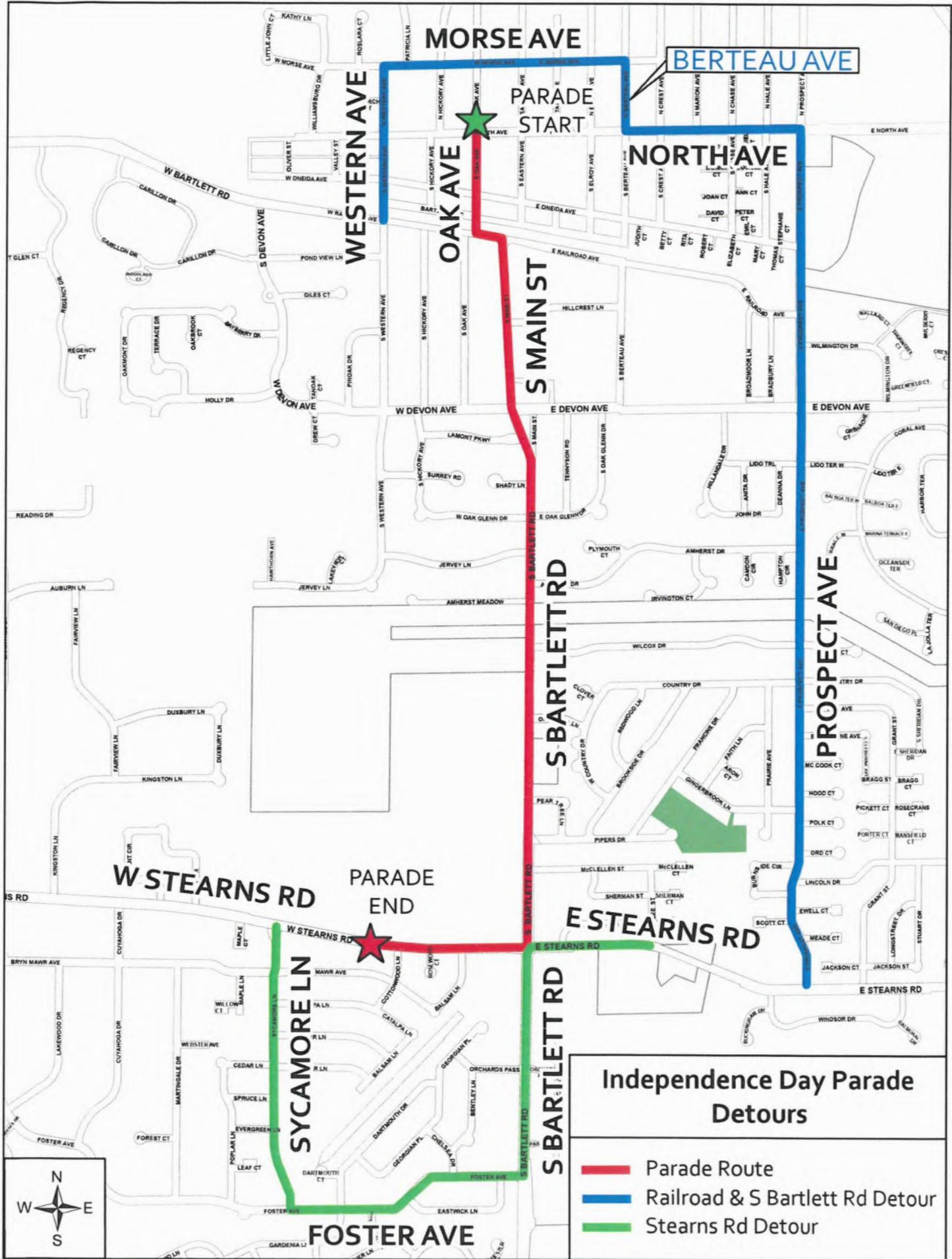
To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: May 19, 2022
Re: Bartlett Fourth of July Parade Request

The Bartlett Lions Club is requesting a parade permit for the Independence Day Parade on Sunday, July 3rd, 2022. The parade will begin at its traditional starting point at North Avenue and Oak Avenue and continue to Apple Orchard Community Park. Step off for the parade is at 1:00pm.

The certificate of insurance has not been received by the village, but it can be approved pending insurance. A map of the route is also attached.

MOTION

I move to approve the parade permit request submitted by the Bartlett Lions Club for the Independence Day Parade on Sunday July 3rd, 2022



MORSE AVE

BERTEAU AVE

PARADE START

WESTERN AVE

OAK AVE

NORTH AVE

S MAIN ST

S BARTLETT RD

PROSPECT AVE

W STEARNS RD

PARADE END

E STEARNS RD

SYCAMORE LN

S BARTLETT RD

FOSTER AVE

Independence Day Parade Detours

- Parade Route
- Railroad & S Bartlett Rd Detour
- Stearns Rd Detour



Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: May 19, 2022
Re: Bartlett Fourth of July Fireworks

The Bartlett Fourth of July Committee is planning a fireworks display as part of the Fourth of July Festival on Monday, July 4th.

The contractor, Melrose Pyrotechnic Inc. has received the appropriate permit from the Bartlett Fire Protection District for the fireworks, which is attached for your review. Also attached for your review is Melrose Pyrotechnics' certificate of insurance which has been approved by the Village Attorney, the appropriate state pyrotechnic distributor and operator license and a map which shows where the fireworks are to be lit off from.

MOTION

I move to approve the fireworks display of the Bartlett Fourth of July Committee for the 2021 festival, being held on July 4th, 2022.

OFFICIAL PERMIT COPY



Bartlett Fire Protection District
Fire Prevention Bureau
234 N. Oak Avenue
Bartlett, IL 60103
(630)837-3701 Fax (630)837-4052

Fire Prevention Permit #: 21-039

Date Issued: May 26, 2022

Expires: July 4, 2022— 11:59 p.m.
(If rain date is needed, re-contact Fire District)

Installation of: Fire Alarm System [] Sprinkler System [] Ansul System []
Above Ground Tank [] Other []

Activity: Fireworks Display [X] Bon Fire [] Controlled Burn [] Other []

Owner: Bartlett Park District Grounds
Address: 700 S. Bartlett Road
City: Bartlett, IL 60103

Applicant: Brian Jesse - Pyrotecnico Fireworks Inc. - License #IL07-OPF-00036
Address: 299 Wilson Road
City: New Castle, PA 16101

Lead Operator: Russell Vankuiken
Assistants: TBD

PLEASE HAVE A COPY OF THIS PERMIT AVAILABLE ON SITE AT ALL TIMES

The applicant hereby certifies to the correctness of all submitted information and agrees to perform the above activity in strict compliance of the Illinois Pyrotechnic Use Act, Bartlett Fire Protection District Fire Prevention Code, NFPA Standards and Local Ordinances.

It is necessary to call for all inspections, including final inspection. Call the Fire Prevention Bureau at (630)837-3701. Inspections must be arranged by the applicant with the Fire Prevention Bureau 48 hours prior to the day the inspection is desired. When scheduling inspections, refer to the lot number if available, the address and the business name.

Proof of a current operators license issued by the Office of the Illinois State Fire Marshal has been provided along with Proof of Insurance, notification of Registered Assistants and a site plan. On site storage of fireworks shall be secured and supervised following ATF requirements and other applicable codes and standards. All fireworks must be fired electronically. No heat/open flame permitted. Ensure the set-back area is maintained throughout the duration of the display and until the all-clear is given upon completion of the show.

Approved By:

Michael Heimbecker
Fire Marshal

Applicant Copy

Show Name: Bartlett 4th of July
Location: 700 S. Bartlett Rd. Bartlett, IL
Date Created: 12/3/19

Fall-Out Radius: 560'
Distance To Audience: 1,500'



Launch Location:

Setup area Dimensions: 50'x125'
Rack Banks run east/west



**STATE OF ILLINOIS
OFFICE OF THE STATE FIRE MARSHAL
DIVISION OF FIRE PREVENTION**

1035 Stevenson Drive • Springfield, IL 62703-4259



Pyrotechnic Distributor License

**PYROTECNICO FIREWORKS INC
299 WILSON ROAD
NEW CASTLE, PA 16101**

IL07-OPF-00036

License #

**Matt Perez
STATE FIRE MARSHAL**

06/15/2022

ISSUE DATE

OPF

EXPIRATION DATE

This license may be revoked by the Office of the State Fire Marshal for failure to comply with the lawful rules regulating this program.

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-073-23-4J-12122
Chief, Federal Explosives Licensing Center (FELC)	<i>Mama Howard</i>	Expiration Date	September 1, 2024

Name
PYROTECNICO

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

**299 WILSON RD
NEW CASTLE, PA 16101-**

Type of License or Permit

23-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

PYROTECNICO FIREWORKS INC
PYROTECNICO
PO BOX 149
NEW CASTLE, PA 16103-0149

[Signature]
Licensee/Permittee Responsible Person Signature
STEPHEN VITALE
Printed Name
President/CEO
Position Title
Nov. 29, 2021
Date

Previous Edition is Obsolete PYROTECNICO FIREWORKS INC. 299 WILSON RD. 16101. 8-PA-073-23-4J-12122. September 1, 2024. 23-IMPORTER OF EXPLOSIVES

ATF Form 5400.14-5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	PYROTECNICO FIREWORKS INC
Business Name:	PYROTECNICO
License/Permit Number:	8-PA-073-23-4J-12122
License/Permit Type:	23-IMPORTER OF EXPLOSIVES
Expiration:	September 1, 2024
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	

WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. **Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.**
3. **Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.**

NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. **THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).**

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

(Continued from front)

Discontinuance of Business (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

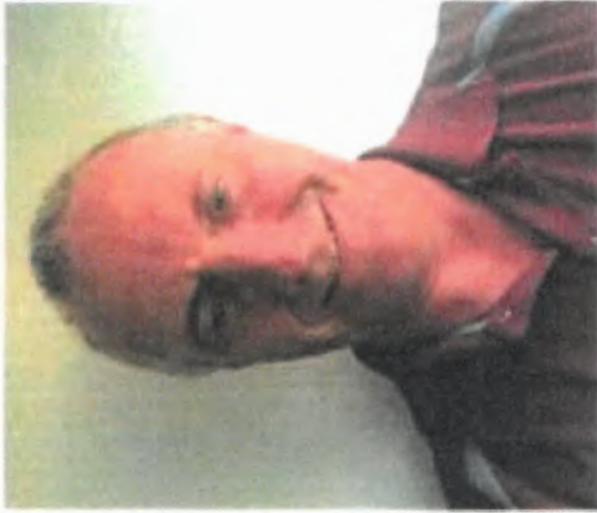
**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352
244 Needy Road Fax number: (304) 616-4401
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)
Firearms Theft Hotline: 1-888-930-9275
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)



Illinois Office of the State Fire Marshal
Division of Fire Prevention

**THIS IS TO CERTIFY THAT
RUSSELL VANKUIKEN
Pyrotechnic Operator License**

Has completed all the requirements under the
Pyrotechnic Distributor and Operator Act 225
ILCS 227 and is employed by

PYROTECNICO FIREWORKS INC

d/b/a:

License #

IL22-O-00036-01761

Expires:

04/15/2025


Matt Perez

STATE FIRE MARSHAL

The City of Bartlett
July 4, 2022

SHELL SUMMARY

Approximately:

Approximately 2,520 Aerial shells ranging from 2" – 8"
45 Roman Candles



Agenda Item Executive Summary

Bartlett Fourth of July
Item Name Class D Liquor License Request Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 2022 4th of July Festival, July 1-July 4, 2022 at the Apple Orchard Community Park.

ATTACHMENTS (PLEASE LIST)

Staff Memo
Liquor License Application
Insurance

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the 2021 Fourth of July festival, July 1 - July 4, 2022 at Apple Orchard Community Park.

Staff: Joey Dienberg
 Management Analyst

Date: May 19, 2022

Memorandum

To: Scott Skrycki, Assistant Village Administrator
From: Joey Dienberg, Management Analyst
Date: May 19, 2022
Re: Bartlett Fourth of July Class D Liquor License Request

The Bartlett 4th of July Committee is requesting a Class D Liquor License for the 2022 4th of July Festival, July 1-July 4, 2022 at the Apple Orchard Community Park.

The Class D license allows for the sale of alcoholic liquor for consumption on the licensed premises for a special event.

MOTION

I move to approve the Class D Liquor License application submitted by the Bartlett Fourth of July Committee for the 2021 Fourth of July festival, July 1-July 4, 2022 at Apple Orchard Community Park.

VILLAGE OF BARTLETT
CLASS D LIQUOR LICENSE APPLICATION

DATE: 5/24/22
FEE: \$5.00 Per Application

The Class D License is created to allow a special event retailer, as defined in Section 3-3-1-5/1-3.17.1 of the Bartlett Liquor Control Ordinance, a license to sell and offer for sale at retail, in or on the premises specified in such license, alcoholic liquor for use or consumption on the licensed premises, but not for resale in any form, for a special event, as defined in Section 3-3-1-5/1-2.20 of the Bartlett Liquor Control Ordinance), for a time period that meets each of the following restrictions:

Hours of Operation:

1. Not to exceed twelve (12) hours within a period of twenty-four (24) consecutive hours
2. Within the time limits for Class A License set forth in Section 3-3-2 of the Bartlett Liquor Control Ordinance:

Sunday – Thursday	from 8:00am until 1:00am
Friday – Saturday	from 8:00am until 2:00am

A Class D license may be issued at any time by the Village President with the approval of the Board of Trustees, and shall be issued for a specific time period, not to exceed fifteen (15) days per license per location in any twelve (12) month period. (amended Ord 98-87)

The undersigned hereby makes application for a Class D retail Liquor License and hereby certifies to the following facts:

Name of Organization: BARTLETT 4th of July Committee

Mailing Address of Organization: 40 TED LEWIS [REDACTED] BARTLETT IL 60103

Contact Name: TED LEWIS Telephone Number: [REDACTED]
cehh

Date License is requested for: 7/1/22 thru 7/4/22

Location of sponsored event: NW CORNER SOUTH BARTLETT Rd & STEARNS Rd

Certificate of Insurance in compliance with Section 3-3-6 of the Bartlett Liquor Control Ordinance
MUST be attached.

AFFIDAVIT

Village of Bartlett
Cook, DuPage, and Kane Counties, Illinois

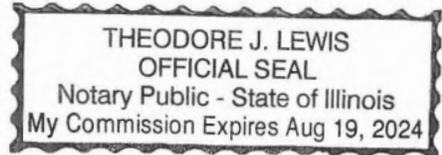
The undersigned swears (or affirms) that the Corporation in whose name this application is made will not violate any of the Ordinances of the Village of Bartlett, including but not limited to the Bartlett Liquor Control Ordinance, or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein and that the statements contained in this application are true and correct to the best of our knowledge and belief.

[Signature] President*
Signature
[Signature] Secretary
Signature

Subscribed and sworn by THEODORE J LEWIS
Before me this 24th day of MAY, 2022

[Signature]
Notary Public

(Seal)



*If the signatory is someone other than the President, said signatory shall attach a copy of the corporate resolution authorizing said signatory to sign on behalf of the Corporation.



Agenda Item Executive Summary

Item Name A Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc. Committee or Board Board

BUDGET IMPACT

Amount:	17,500.00	Budgeted	17,500.00
List what fund	General Fund		

EXECUTIVE SUMMARY

On April 5, 2022, the Village Board approved the police department's fiscal year 2022-2023 budget, which included authorization to purchase seven (7) license plate reader cameras from Flock Group, Inc. The total cost of the cameras and two year service agreement (attached) is \$17,500.00 (\$2500.00 for each camera).

Attached is a Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc.

ATTACHMENTS (PLEASE LIST)

Police Department Memorandum
Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc.
Flock Group Inc. Services Agreement Order Form

ACTION REQUESTED

- X Resolution
- X Motion

MOTION: I Move to Approve Resolution 2022 - _____, a Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc.

Staff: Will Naydenoff, Commander

Date: May 26, 2022

POLICE DEPARTMENT MEMORANDUM
22-15

DATE: May 26, 2022
TO: Paula Schumacher, Village Administrator
FROM: Will Naydenoff, Commander of Investigations and Support Services
RE: Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc.

On April 5, 2022, the Village Board approved the police department's fiscal year 2022-2023 budget, which included authorization to purchase seven (7) license plate reader cameras from Flock Group, Inc. The total cost of the cameras and service provided is \$17,500.00 per year (\$2500.00 for each camera per year). The service agreement is attached. The contract has a term of two (2) years.

As discussed during budget reviews, data captured by the cameras will be stored for thirty (30) days, then automatically deleted, unless otherwise saved for the purpose of criminal investigations. The Village of Bartlett would own all of the data and Flock Group, Inc. would own and maintain the cameras. Flock Group, Inc. will never share or sell data with third parties. The Village of Bartlett would be the only entity to determine who has access to the video footage. Camera footage is encrypted to the level used by the federal government and NSA with cloud provider, Amazon Web Services.

As indicated in the capital budget justification proposal, we plan to strategically locate seven (7) license plate reader cameras throughout the village. These cameras will enhance our standards of service by assisting in traffic and criminal investigations through identification of suspect vehicles. Prior to implementation, a police department general order will be disseminated to ensure proper policies and procedures are followed in adherence with local laws.

MOTION: I move to approve Resolution 2022 - _____, A Resolution Approving of the Services Agreement Order Form and Governmental Agency Agreement between the Village of Bartlett and Flock Group, Inc.

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE SERVICES AGREEMENT ORDER
FORM AND GOVERNMENTAL AGENCY AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND FLOCK GROUP, INC.**

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

SECTION ONE: The Services Agreement Order Form, including the Government Agency Agreement attached thereto, dated June 7, 2022, between the Village of Bartlett and Flock Group, 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 Administrator is hereby authorized and directed to sign 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 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 June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: Village of Bartlett Legal Entity Name:	Contact Name: William Naydenoff
Address: 228 S Main St Bartlett, Illinois 60103	Phone: (630) 540-5124 E-Mail: wnaydenoff@vbartlett.org
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
--	---

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	7.00	\$17,500.00
Professional Services - Falcon, Standard Implementation	\$0.00	7.00	\$0.00

(Includes one-time fees)

Year 1 Total \$17,500.00

Recurring Total: \$17,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Village of Bartlett

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the order form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Data**" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "**Agency Hardware**" shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Agency Hardware**" excludes the Embedded Software

1.3 "**Authorized End User(s)**" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "**Flock IP**" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "**Footage**" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "**Hardware**" or "**Flock Hardware**" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "**Hardware**" excludes the Embedded Software.

1.9 "**Implementation Fee(s)**" means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "**Installation Services**" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "**Non-Agency End User(s)**" shall mean any individual, entity, or derivative thereof, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "**Services**" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 “*Support Services*” shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 “*Unit(s)*” shall mean the Agency Hardware together with the Embedded Software.

1.15 “*Usage Fee*” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 “*Web Interface*” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency’s in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to,

utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency’s account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the

permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 Security Interest. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining

any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("*Agency Data*"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or

otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "**Aggregated Data**"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the “*Initial Fees*”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b **Falcon Fees.** For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b **Falcon Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form (each, a “Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "*Defect*"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE

SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock’s business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK’S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF

THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Well Abandonment Contract Award**
Date: May 27, 2022

On April 28, 2022 a Notice to Bidders was published in the Examiner and the Village web site, soliciting bids for the Water Well Abandonment Project. This project consists of the abandoning and capping of four (4) wells within the Village that are no longer necessary to maintain due to the changeover to Lake Michigan water. Bids were due no later than May 25, 2022 at 2:00 PM., Two (2) bid packets were returned. Bids ranged from \$125,160 - \$196,200, with Water Well Solutions as the low bidder. Water Well Solutions has a long history of performing similar work across the area. The demolition of these well houses and pump stations that will no longer be needed will come after the abandonment of the wells.

Attached is a bid tab sheet for your review. There is a budget of \$370,000 in the 2022/23 Capital Budget for the abandonment and demolition of the wells and well houses and reservoirs.

RECOMMENDATION

Staff recommends awarding the well abandonment contract to Water Well Solutions of Elburn, IL.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE WELL ABANDONMENT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND WATER WELL SOLUTIONS, LLC.



VILLAGE OF BARTLETT

**Well Abandonment
BID TABULATION**

May 25, 2022

Item No.	Items	Unit	Quantity	Water Well Solutions	Municipal Well & Pump
				Total	Total
1	Abandon Well I & II	LS	1	\$19,290.00	\$31,260.00
2					
3	Abandon Well V	LS	1	\$24,020.00	\$29,460.00
4					
5	Abandon Well VIII	LS	1	\$81,350.00	\$135,480.00
	AS READ TOTAL			\$125,160.00	\$196,200.00
	TOTAL			\$125,160.00	\$196,200.00

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE WELL ABANDONMENT AGREEMENT
BETWEEN THE VILLAGE OF BARTLETT AND WATER WELL SOLUTIONS, 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: Well Abandonment Project Agreement dated June 7, 2022, between the Village of Bartlett and Water Well Solutions, LLC (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: June 7, 2022

APPROVED: June 7, 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 - _____ enacted on June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

WATER WELL ABANDONMENT PROJECT AGREEMENT

This Water Main Replacement Project Agreement (the "Agreement") is entered this 7th day of June, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Water Well Solutions Illinois, 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:

1. Project Work.

a. This project consists of the proper abandonment and fill of four (4) municipal water wells. Wells 1 and 2, 300 S. Main St. in Cook County, Well 5 at 818 Kent Circle in DuPage County and Well 8 at 401 Schick Rd in DuPage County. 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 sixty (60) days following the notice to proceed.

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 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.

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:

WATER WELL SOLUTIONS, LLC.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: **2022 Water Main Replacement Project**
Date: May 31, 2022

On May 11, 2022 a Notice to Bidders was published in The Examiner and on the Village website, soliciting bids for the village of Bartlett's "2022 Water Main Replacement Project". The bid opening was held on May 25th at 10:00 AM. This project shall consist of the installation, pressure testing and chlorination of approximately 3,600 feet of 8-inch water main along North, Oneida and Western Avenues. This work will also include the installation of fire hydrants, valves in vaults, lead service replacements as well as the abandonment and removal of existing facilities. Concrete, asphalt, and landscape restoration will also be performed as needed.

The Village received nine bid proposals by prospective bidders, all of which qualified for consideration. A bid tab sheet is attached for review.

The qualified bids ranged from \$1,047,587.50 to \$1,664,905.00. Gerardi Sewer and Water Co. was the lowest bidder that met all requirements of the bidding process. Gerardi has satisfactorily completed projects for the Village in the past and has completed jobs of similar size and scope for other municipalities in the Chicagoland area.

RECOMMENDATION

Staff recommends awarding the contract to Gerardi Sewer and Water Co. for the Village of Bartlett's 2022 Water Main Replacement Project.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE 2022 WATER MAIN REPLACEMENT PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND GERARDI SEWER AND WATER CO.



VILLAGE OF HANFORD

2022 Water Main Replacement Project
BID FABRICATION

Bid Opening: 5/25/2022 @ 10:00 AM

Item No.	Items	Quantity	Unit	GERARDI SEWER & WATER CO 1785 Armstrong Ct Addison, IL 60101	HOLIDAY SEWER & WATER CONSTRUCTION, INC 1000 N. Ravard Rd. - Suite 116 Neweland, IL 60064	J CONGDON SEWER SERVICE, INC 170-A Alexandra Way Carol Stream, IL 60188	MAURO SEWER CONSTRUCTION, INC 1251 Reddick Rd Des Plaines, IL 60016	PERFORMANCE CONSTRUCTION & ENGINEERING 217 W. John St. Piano, IL 60965	CERNICLIA CO 1251 Melrose Park, IL 60160	H. LINDEN AND SONS SEWER & WATER, INC. 722 E. South St. - Unit D Piano, IL 60545	COPENHAVER CONSTRUCTION CO. 75 Koppke Drive Cullerville, IL 60135	A LAMP CONCRETE CONTRACTORS, INC 1900 Wright Blvd Schmalsburg, IL 60193	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$171,475.75	\$171,475.75	\$200,000.00	\$200,000.00	\$278,000.00	\$278,000.00
2	CONSTRUCTION INFORMATION SIGN	6	EA	\$450.00	\$2,700.00	\$1,500.00	\$9,000.00	\$750.00	\$4,500.00	\$400.00	\$2,400.00	\$400.00	\$2,400.00
3	INLET FILTER	35	EA	\$50.00	\$1,750.00	\$25.00	\$875.00	\$125.00	\$4,375.00	\$140.00	\$4,900.00	\$120.00	\$4,200.00
4	TREE TRUNK PROTECTION	27	EA	\$100.00	\$2,700.00	\$105.00	\$2,835.00	\$220.00	\$5,940.00	\$200.00	\$5,400.00	\$170.00	\$4,590.00
5	TREE ROOT PRUNING	13	EA	\$110.00	\$1,430.00	\$105.00	\$1,365.00	\$150.00	\$1,950.00	\$140.00	\$1,820.00	\$110.00	\$1,430.00
6	TRENCH BACKFILL	2668	CY	\$20.00	\$53,360.00	\$20.00	\$53,360.00	\$30.00	\$80,040.00	\$35.00	\$93,380.00	\$30.00	\$80,040.00
7	DI. WATER MAIN, CLASS 53, 8"	3985	FT	\$100.00	\$398,500.00	\$125.00	\$498,125.00	\$130.00	\$518,700.00	\$142.00	\$565,980.00	\$110.00	\$435,330.00
8	DI. 11.125 DEGREE BEND, MI, 8"	EA	EA	\$400.00	\$400.00	\$5.00	\$5.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
9	DI. 22.5 DEGREE BEND, MI, 8"	EA	EA	\$750.00	\$750.00	\$5.00	\$5.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
10	DI. 45 DEGREE BEND, MI, 8"	EA	EA	\$1,500.00	\$1,500.00	\$5.00	\$5.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
11	DI. 90 DEGREE BEND, MI, 8"	EA	EA	\$3,000.00	\$3,000.00	\$5.00	\$5.00	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
12	STEEL CASINGS, 16"	FT	FT	\$150.00	\$6,000.00	\$85.00	\$3,400.00	\$75.00	\$3,000.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00
13	WATER MAIN QUALITY STORM SEWER, 12"	FT	FT	\$90.00	\$6,000.00	\$75.00	\$8,250.00	\$60.00	\$6,000.00	\$60.00	\$6,000.00	\$50.00	\$6,000.00
14	WATER MAIN QUALITY STORM SEWER, 15"	FT	FT	\$150.00	\$6,000.00	\$85.00	\$3,400.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00	\$60.00	\$2,800.00
15	WATER MAIN QUALITY STORM SEWER, 24"	FT	FT	\$225.00	\$4,500.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00	\$150.00	\$3,000.00
16	8" GATE VALVE IN VALVE VAULT, TYPE A, 5" DIAMETER WITH TYPE 1 FRAME, CLOSED LID	EA	EA	\$5,000.00	\$5,000.00	\$45,000.00	\$45,000.00	\$4,500.00	\$4,500.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00
17	FILLING VALVE VAULTS	EA	EA	\$300.00	\$300.00	\$250.00	\$250.00	\$250.00	\$250.00	\$300.00	\$300.00	\$300.00	\$300.00
18	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EA	EA	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
19	FIRE HYDRANTS TO BE REMOVED	EA	EA	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$600.00	\$600.00	\$600.00	\$600.00
20	CONNECTION TO EXISTING WATER MAIN	EA	EA	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
21	ARABONDON EXISTING WATER MAIN CONNECTION	EA	EA	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
22	WATER SERVICE CONNECTION, PARTIAL, 1" (SHORT)	EA	EA	\$1,600.00	\$1,600.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
23	WATER SERVICE CONNECTION, PARTIAL, 1" (LONG)	EA	EA	\$2,750.00	\$2,750.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
24	WATER SERVICE CONNECTION, COMPLETE, 1" (LONG)	EA	EA	\$6,500.00	\$6,500.00	\$10,000.00	\$10,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
25	WATER SERVICE CONNECTION, COMPLETE, 1" (LONG) AND BALL VALVES	EA	EA	\$7,250.00	\$7,250.00	\$58,000.00	\$58,000.00	\$52,000.00	\$52,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
26	INTERIOR CONNECTION WITH NEW WATER METER	EA	EA	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
27	INTERIOR COPPER PIPE	FT	FT	\$10.00	\$1,300.00	\$10.00	\$1,300.00	\$50.00	\$650.00	\$30.00	\$3,900.00	\$75.00	\$9,750.00
28	RELOCATE CURB STOP	EA	EA	\$400.00	\$400.00	\$500.11	\$500.11	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
29	DETECTABLE WARNINGS	SF	SF	\$40.00	\$2,600.00	\$40.00	\$2,600.00	\$35.00	\$2,450.00	\$48.00	\$3,168.00	\$40.00	\$2,800.00
30	PC-C SIDEWALK REMOVE AND REPLACE, 5"	SF	SF	\$10.00	\$11,580.00	\$10.00	\$11,580.00	\$10.00	\$11,580.00	\$10.00	\$11,580.00	\$10.00	\$11,580.00
31	PC-C DRIVEWAY PAVEMENT REMOVE AND REPLACE, 6"	SF	SF	\$99.00	\$2,475.00	\$100.00	\$2,500.00	\$99.00	\$2,475.00	\$100.00	\$2,500.00	\$100.00	\$2,500.00
32	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	FT	FT	\$70.00	\$21,350.00	\$70.00	\$21,350.00	\$90.00	\$27,450.00	\$80.00	\$24,000.00	\$90.00	\$27,450.00
33	HMA PARTIAL DEPTH PATCH, BINDER, 2"	SY	SY	\$14.50	\$43,775.50	\$18.00	\$54,342.00	\$21.00	\$63,399.00	\$15.50	\$46,784.50	\$20.00	\$60,360.00
34	HMA PARTIAL DEPTH PATCH, SURFACE, 2"	SY	SY	\$16.00	\$48,304.00	\$13.00	\$39,247.00	\$12.00	\$38,844.00	\$16.25	\$49,087.50	\$20.00	\$60,360.00
35	TOPSOIL FURNISH AND PLACE, 4"	SY	SY	\$10.00	\$9,420.00	\$6.00	\$5,652.00	\$6.00	\$5,652.00	\$6.00	\$5,652.00	\$6.00	\$5,652.00
36	SODDING, SALT TOLERANT	SY	SY	\$15.00	\$14,130.00	\$10.00	\$9,420.00	\$14.00	\$13,188.00	\$14.00	\$13,188.00	\$14.00	\$13,188.00
37	SUPPLEMENTAL WATERING	UNIT	UNIT	\$1.00	\$3.00	\$20.00	\$60.00	\$10.00	\$30.00	\$10.00	\$30.00	\$10.00	\$30.00
	AS READ TOTAL			\$1,047,587.50	\$1,077,778.01	\$1,190,486.02	\$1,269,677.00	\$1,277,700.00	\$1,287,444.00	\$1,550,796.00	\$1,619,692.71	\$1,664,905.00	
	TOTAL			\$1,047,587.50	\$1,077,778.01	\$1,190,486.02	\$1,269,677.00	\$1,277,700.00	\$1,287,444.00	\$1,550,796.00	\$1,619,692.71	\$1,664,905.00	

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S
2022 WATER MAIN REPLACEMENT PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND GERARDI SEWER AND WATER CO.**

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 Water Main Replacement Project Agreement dated June 7, 2022, between the Village of Bartlett and Gerardi Sewer and Water Co. (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: June 7, 2022

APPROVED: June 7, 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 June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

2022 WATER MAIN REPLACEMENT PROJECT AGREEMENT

This Water Main Replacement Project Agreement (the "Agreement") is entered this 7th day of June, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Gerardi Sewer and Water Co. (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.

Work performed under this contract shall include the installation, pressure testing and chlorination of a new 8-inch ductile iron water main as shown on the plans. This work shall also include the installation of valves, vaults, fire hydrants, lead service line replacements, partial copper service replacements, and the removal or abandonment of existing facilities.

As required by the work stated above, combination curb and gutter replacement, sidewalk replacement, driveway replacement, pavement patching and parkway restoration work shall also be performed.

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 N/A 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 October 1, 2022.

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:

GERARDI SEWER AND WATER CO.

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

Memo

To: Paula Schumacher, Village Administrator
From: Nick Talarico, Civil Engineer
Subject: 2022 Sidewalk Cutting Program
Date: May 31, 2022

On May 5, 2022, the Village of Lombard held a bid opening for the 2022 Sidewalk Cutting Program. This municipal partnership initiative consisted of Lombard, Bartlett, and 6 other Chicagoland area communities. Sidewalk cutting is a cost-effective way to remove potential trip hazards and proactively maintain village sidewalks that have begun to settle unevenly. Trip hazards between ½" and 2 ½" are removed by cutting down the trip hazard to create a smooth, ADA compliant transition between adjacent sidewalk squares.

Two qualified bid proposals were received and the low bidder was Hard Rock Concrete Cutters, Inc. out of Wheeling, Illinois. Hard Rock has satisfactorily completed projects of similar size and scope for other municipalities in the Chicagoland area.

RECOMMENDATION

Staff recommends awarding the contract to Hard Rock Concrete Cutters, Inc. for the Village of Bartlett's 2022 Sidewalk Cutting Program.

MOTION

I MOVE TO APPROVE RESOLUTION # 2022-____-R, A RESOLUTION APPROVING THE 2022 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, INC.

VILLAGE OF LOMBARD

2022 SIDEWALK SAW CUTTING PROGRAM
Bid Tabulation

DATE: May 5, 2022		NAME & ADDRESS OF BIDDER	CONTRACT QUANTITIES	Notes	Hard Rock Concrete Cutters, INC. 601 Chaddick Dr. Wheeling, Illinois 60090		Murphy Construction Services, LLC 16W273 83rd Street, Suite D Burr Ridge, IL 6027	
TIME: 10:00 AM	DOCUMENT # RFB 2022-23				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
DOCUMENT NAME: Sidewalk Saw Cutting		QUANTITY	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	Lombard(Zones 4, 5, & 6)	Square	400	39.83	\$15,932.00	56.00	\$22,400.00	
2	Barlett	Square	850	39.83	\$33,855.50	56.00	\$47,600.00	
3	Bensenville	Square	200	39.83	\$7,966.00	56.00	\$11,200.00	
4	Elmhurst	Square	500	39.83	\$19,915.00	56.00	\$28,000.00	
5	West Chicago	Square	400	39.83	\$15,932.00	56.00	\$22,400.00	
6	Wheaton	Square	280	39.83	\$11,152.40	56.00	\$15,680.00	
7	Woodridge	Square	1,300	39.83	\$51,779.00	56.00	\$72,800.00	
8	DuPage County	Square	650	39.83	\$25,889.50	56.00	\$36,400.00	
GRAND TOTAL					\$182,421.40		\$256,480.00	

Prepared by: Mike Spolar, Village Engineer, 05/05/2022

RESOLUTION 2022 - _____

**A RESOLUTION APPROVING OF THE VILLAGE OF BARTLETT'S
2022 SIDEWALK CUTTING PROJECT AGREEMENT BETWEEN
THE VILLAGE OF BARTLETT AND HARD ROCK CONCRETE CUTTERS, 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 Sidewalk Cutting Project Agreement dated June 7, 2022, between the Village of Bartlett and Hard Rock Concrete Cutters, 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: June 7, 2022

APPROVED: June 7, 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 June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



Contractor's Name

Hard Rock Concrete Cutters, Inc.

Contractor's Address

601 Chaddick Drive

City

Wheeling

State

IL

Zip Code

60090

STATE OF ILLINOIS

Local Public Agency

Village of Bartlett

County

Cook

Section Number

22-00000-GM-06

Street Name/Road Name

2022 Sidewalk Cutting Program

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/Superintendent of Highways

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Village President

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 Sidewalk Cutting Program	Cook	22-00000-GM-06

1. THIS AGREEMENT, made and concluded the 7th day of June, 2022 between the Village of Bartlett, known as the party of the first part, and Hard Rock Concrete Cutters, 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-GM-06 in Village of Bartlett, approved by the Illinois Department of Transportation on N/A 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"/>

INVITATION FOR BIDS

RFB # 2022-23

2022 SIDEWALK SAW CUTTING PROGRAM FOR THE GOVERNMENTAL AGENCIES OF:



**THE VILLAGE OF LOMBARD, THE VILLAGE OF BARTLETT, THE VILLAGE OF BENSENVILLE,
THE CITY OF ELMHURST, THE CITY OF WEST CHICAGO, THE CITY OF WHEATON,
THE VILLAGE OF WOODRIDGE, AND THE DUPAGE COUNTY DIVISION OF TRANSPORTATION**

Bid Opening Date:	May 5, 2022
Bid Opening Time:	10:00
Bid Opening Location:	Lombard Public Works Department 1051 S. Hammerschmidt Avenue
Bid Opening Room:	Conference Room
Bid Deposit:	5%
Performance Bond:	Yes

**VILLAGE OF LOMBARD PUBLIC WORKS
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148
(630) 620-5740**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 10:00 A.M. local time on May 5, 2022 and then at said office publicly opened and read aloud for the following:

RFB NO: 2022-023

**REQUEST FOR BIDS (RFB) ON: 2022 SIDEWALK SAWING PROGRAM FOR THE
GOVERNMENT AGENCIES OF: VILLAGE OF LOMBARD, VILLAGE OF BARTLETT,
VILLAGE OF BENSENVILLE, CITY OF ELMHURST, CITY OF WEST CHICAGO,
CITY OF WHEATON, VILLAGE OF WOODRIDGE,
AND DUPAGE COUNTY DIVISION OF TRANSPORTATION**

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive sealed bids at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois until May 5, 2022 at 10:00 AM, local time for the **2022 SIDEWALK SAWING PROGRAM**, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered to determine the lowest responsible bidder. Judgment on award of the contract shall be based not only on cost, but also on past performance, experience and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

DESCRIPTION OF WORK

The Village of Lombard seeks contractors for removing vertical surface discontinuities in sidewalks between ½ " to 2½ ". All vertical surface discontinuities will be sawcut in complete accordance with the Americans with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website (www.VillageofLombard.org) or on the QUESTCDN website (www.questcdn.com). QUESTCDN is a web based platform for construction project advertisements, bid documents and plan holder lists. Prospective bidders will need the seven digit QUESTCDN project number 8187858 to locate the job on the QUESTCDN website search page. There is a \$30.00 nonrefundable cost for downloading the contract documents in a pdf format. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QUESTCDN.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
- 2) QUESTCDN The Village electronically posts Plans, Advertisements, Plan Holders Lists and Addenda to QUESTCDN. For any additional services or assistance contact QUESTCDN at 952-233-1632 or info@questcdn.com.

3) Subscribers to **Dodge Data & Analytics** may view the documents thru their service agreement. For any additional services data subscribers should contact Dodge Data & Analytics. Telephone: 800-393-6343 Web: <http://construction.com/dodge> E-Mail: support@construction.com

4) Subscribers to **ConstructConnect** may view the documents thru their service agreement. For any additional services ConstructConnect data subscribers should contact ConstructConnect, 28 North Clark Street, Ste. 450 Chicago, IL 60602 Telephone: 877-737-6482. Web: www.ConstructConnect.com

HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.

BID SECURITY

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

REJECTION OF BIDS

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

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GOVERNMENT AGENCIES OF: VILLAGE OF LOMBARD, VILLAGE OF BARTLETT,
VILLAGE OF BENSENVILLE, CITY OF ELMHURST, CITY OF WEST CHICAGO,
CITY OF WHEATON, VILLAGE OF WOODRIDGE,
AND THE DUPAGE COUNTY DIVISION OF TRANSPORTATION**

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- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
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- 3) Subscribers to **Dodge Data & Analytics** may view the documents thru their service agreement. For any

additional services data subscribers should contact Dodge Data & Analytics. Telephone: 800-393-6343 Web: <http://construction.com/dodge> E-Mail: support@construction.com

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HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE. Corrie B. Krula

BID SECURITY

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

REJECTION OF BIDS

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

SCHEDULE OF PRICES

Village of Lombard, Illinois



Company Name: Hard Rock Concrete Cutters, Inc.

PROJECT

Address: 601 Chaddick Drive

2022 MPI 2022 SIDEWALK
SAWING PROGRAM
RFB # 2022-23

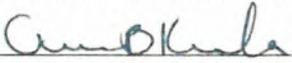
City, State, Zip Code: Wheeling, IL 60090

Item No.	Community	EACH	Estimated Quantity	Unit Price	Extended Price
1	Lombard (Zones 4, 5, & 6)	Square	400	\$ 39.83	\$ 15,932.00
2	Bartlett	Square	850	\$ 39.83	\$ 33,855.50
3	Bensenville	Square	200	\$ 39.83	\$ 7,966.00
4	Elmhurst	Square	500	\$ 39.83	\$ 19,915.00
5	West Chicago	Square	400	\$ 39.83	\$ 15,932.00
6	Wheaton	Square	280	\$ 39.83	\$ 11,152.40
7	Woodridge	Square	1300	\$ 39.83	\$ 51,779.00
8	DuPage County Division of Transportation	Square	650	\$ 39.83	\$ 25,889.50
	TOTAL				\$ 182,421.40

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 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: Hard Rock Concrete Cutters, Inc.
Typed/Printed Name: Corrie B. Krula Date: 5/3/2022
Title: President Telephone Number: 847-850-7713
E-mail corrie@hrccinc.com

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

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 Lombard 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, 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 (60) 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. All participating parties 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 supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.

In the event awarded Contractor (s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing Corrie B. Krula
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

7. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village 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 Village's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

8. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard 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.

9. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, 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 Government Agency as security for the faithful performance of the Government Agency's contract; and

9.2 A payment bond satisfactory to each Government Agency, 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 of 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 Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: spolarm@villageoflombard.org

Questions are requested one week prior to the Bid Opening and are required no later than 10:00 A.M. on April 27, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard 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.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

11. 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 Government Agency, as authorized by the Government 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 Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies 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 Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL

All bidders are prohibited from making any contact with the Government Agencies Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, "Government Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government 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.

13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Government Agency'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 Government Agencies require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government 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 Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, 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 and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

14. 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 to be used.

15. 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 that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> 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 Government Agencies 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.

16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Because 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 Government Agencies 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 GOVERNMENT AGENCIES.** 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 Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee’s address, telephone number and social security number.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

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 contractors 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.

17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et seq.)

Pursuant to 30 ILCS 570/0.01 et. Seq., 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 only 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 Village of Lombard’s Purchasing Manager.

18. 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 municipal 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.

19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

20. 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.

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 Lombard will review all unit prices submitted by the apparent 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 Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

22. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or his designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

23. 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 owner, even though not specifically detailed or mentioned.

24. FIELD MODIFICATIONS

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

25. RESERVATION OF RIGHTS

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency 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 Government Agencies 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 Government Agencies 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 covered by said Act.

27. DEFINITIONS

- 27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.
- 27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.
- 27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

28. RESPONSIVE BID

- 28.1 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.
- 28.2 Bidders shall promptly notify the Village of Lombard 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.

29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois 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 Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5. Umbrella Coverage - \$2,000,000.00.
- 30.6. Contractor agrees that with respect to the above required insurance:

- 30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
 - 30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their interest may appear, and to provide thirty (30) days’ notice, in writing, of cancellation or material change.
 - 30.6.3. The Contractor’s insurance shall be primary in the event of a claim.
 - 30.6.4. Each Government Agency 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.
 - 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (Governmental Agencies 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 reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- 30.7 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- 30.8 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, 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 attorneys’ 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, 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.

32. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. 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 Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, 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.

34. CHANGE ORDERS

The Owner believes 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 appropriate Government Agencies prior to execution.

- 34.1. Change Orders shall comply with 720 ILCS 5/33E-9.
- 34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (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 Government Agencies Purchasing Manager.
- 34.5. 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.
- 34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

35. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

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 Lombard	Village of Bartlett	Village of Bensenville	City of Elmhurst
ATTN: Mike Spolar	ATTN: Nick Talarico	ATTN: Jeffery Maczko	ATTN: Grant Hicks
255 E. Wilson Avenue	228 S. Main Street	717 E. Jefferson Street	209 N. York Street
Lombard, IL 60148	Bartlett, IL 60103	Bensenville, IL 60106	Elmhurst, IL 60126

City of West Chicago	City of Wheaton	Village of Woodridge	DuPage County DOT
ATTN: Mehul T. Patel,	ATTN: Nathan Plunkett	ATTN: Scott Sramek	Attn: Mike Figuray
475 Main Street	821 W. Liberty Drive	1 Plaza Drive	140 N County Farm Rd
West Chicago, IL 60185	Wheaton, IL 60187	Woodridge, IL 60517	Wheaton, IL 60187

36. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Project Specifications, the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

37. 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 the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, 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.

39. 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 Government Agencies.

40. TERMINATION

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies 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 Government Agencies 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.

41. NON-APPROPRIATIONS

The Government Agencies 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 Village Council or County Board or Sanitary District Board of the affected Government Agency.

42. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including

uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

44. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. CONTRACTOR'S LICENSES: 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 Governmental Agency in which the work is performed.

46. 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 owner. The Auditor General, the owner, the Agency, or any of their 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 in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, 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 his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- 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 \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. sub-contracts 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.

47. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder

shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

48. COMPETENCY OF BIDDER

If requested in writing by a Government Agencies, 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) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

49. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

50. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

51. 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.

52. 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 MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

53. 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 Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Government Agencies are 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 Government Agencies 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 Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies 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 Government Agencies to the Contractor which shall be paid immediately by the Contractor upon

demand of the same by the Government Agencies.

LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS

for

MUNICIPALITIES – STATE OF ILLINOIS
JUNE 2017

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 B), 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 and/or Will County and Lake 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 Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. 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 Village by the tenth 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."

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 Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1 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.

6.2 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.

6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.5 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.

- 6.6 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.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

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.

SIDEWALK SAW CUTTING
BID SPECIFICATION

1.0 General

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

2.0 Scope of Project

This work shall consist of removing vertical surface discontinuities between ½" to 2½". All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

Contractor must track and document all sidewalk sawing cuts on a daily basis listing the location (as best possible), the measurements of both vertical surface discontinuities, width of cut and show quantity calculations. Contractor will also be responsible for continually monitoring the total costs of work as project progresses so that it will not exceed the awarded contract amount unless specifically directed by local agency project manager.

Work Orders will be issued to the Contractor by each Government Agency. The Work Orders will be submitted to the Contractor by each Government Agency on a monthly basis. The Work Orders must be completed by the Contractor within 30 days of issuance of each Work Order. Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Anticipated locations of the work for each municipality is shown on Appendix B.

3.0 Maintenance Bond

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions for a period of one year from date of written final acceptance and final payment. If within the one (1) year guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

4.0 Contract Completion Date and Interim Completion Dates

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

5.0 **Work Quality Inspection**

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than October 28, 2022. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

7.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

11.0 **Safety**

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

12.0 Water Usage

See Appendix A for each municipality's additional input on local water usage plan.

13.0 Pay Estimates

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Municipality to that Municipality. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Municipality, nor shall a Municipality pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality shall make payments in accordance with the Local Government Prompt Payment Act.

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 the local agency project manager.

14.0 Payout Procedures

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of payment.

15.0 Payment for Extra Work

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

16.0 Public Advisory

A minimum of two weeks prior to commencing with sidewalk repair and maintenance work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

"No Parking – Police Order" signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

17.0 Hours of Construction

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

18.0 Protection of Environment

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-R2-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity," Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer's instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

PROJECT SPECIAL PROVISIONS

1.0 SCOPE OF WORK

This work shall consist of removing vertical surface discontinuities between ½" to 2½". All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½" or great will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

All saw cutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all of the edges of the vertical surface discontinuity. No scarifications or similar large grinding machines are acceptable and will NOT be allowed.

All saw cutting shall be taken to the zero point of the vertical surface discontinuity to the adjacent opposite side and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area of work. At no time shall concrete dust, slurry or debris be allowed to enter the village storm system.

The contractor shall submit a list of all vertical surface discontinuities that were removed, including measurements of height at each end and width, address location and notes associated with work.

Any vertical surface discontinuities greater than 2½" will be reported to the village engineer at the end of each work day. Spalled surfaces, sidewalk squares broken into 3 or more pieces and other sidewalk irregularities requiring removal and replacement will also be reported to the village engineer at the end of each day. All reported sidewalk deficiencies will have a corresponding street address or detailed description of location if an address is not available.

Contractor must track and document sidewalk sawing cuts on a daily basis listing the measurements of both vertical surface discontinuities and show in-foot calculations. Contractor will also be responsible continually monitoring the total costs of work as project progresses so that it will not exceed awarded contract amount unless specifically directed by Village Engineer.

The work under this item shall be paid for at the contract unit price per cut square for "SIDEWALK TRIP HAZARD REMOVAL". Said price shall include all labor, materials, and equipment necessary to complete the work in place.

FUNDING LIMITS

The Village of Lombard has budgeted a specific amount of funds for the construction of this project. It is recognized that the cost to complete the work listed within these special provisions and the contract documents may vary from the budgeted amount. The quantities called for in this contract indicate the estimated amount of work to be expected. The actual amounts may vary depending upon actual field conditions. Bidders are hereby notified that the Village of Lombard reserves the right to adjust the quantities contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities. No increase in unit price will be allowed if the method of construction changes due to increased or decreased quantity. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

2.0 MEASUREMENT AND PAYMENT

Saw cutting of sidewalk will be measured for payment by unit of sidewalks cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The Contractor is required to record and submit, with each invoice, the location of each trip hazard removed. The work shall be paid for at the contract unit price per SQUARE for SAW CUTTING SIDEWALK, SPECIAL, which price shall include all labor, equipment, tools, materials, and all other costs associated with such work as specified herein. Included in the unit price bid shall be all labor, equipment and materials for the cutting of the concrete, cleaning up, and disposal of all debris to the Contractor's site. It shall also include the cost of transporting, setup and removal of all equipment to each site.

3.0 PROJECT SUBMITTALS

The Contractor is required to submit a list of sidewalk(s) cut through the contract, which shall provide the date of the work, the address of the adjacent property at which the cut was made to each Government Agencies’ Director of Public Works or his/her designee prior to initiation of the work. The contractor shall provide each agency with certification of the work completed within the defined area that states that they have cut all sidewalk deficiencies that met the specifications of the contract.

4.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES

4.1 **Water and Water Meter** – Each Government Agency shall furnish water for sidewalk saw cutting at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies’ Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency’s meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies’ Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner’s projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies – Water, Meter Rates, Overnight Parking and Disposal Information.

4.2 Village of Lombard – Billing rates and fees are listed below.

Water Meter Rental Charges

5/8” or 3/4” Meter

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

2” Meter

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

5.0 SCHEDULING OF WORK

- 5.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 5.2 Coordinate with Government Agencies pertaining to lane closures or road closures;
- 5.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 5.4 Contractor to coordinate work with other utility companies.

6.0 PERMITS

The contractor is responsible for obtaining all permits needed for work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies’ respective permit requirements related to oversize/ overweight vehicles.

Equipment on Pavement and Structures. In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit <http://www.villageoflombard.org/DocumentCenter/View/11754>

The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.

The Lombard Police Department is now using an online-based permitting system via the website, www.oxcartpermits.com. Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at latronica@villageoflombard.org

APPENDIX A:
ADDITIONAL MUNICIPALITY-SPECIFIC INFORMATION

Village of Lombard

Project Manager –Mike Spolar, Village Engineer, 630-620-5740, spolarm@villageoflombard.org

Local Parking Plan – Overnight parking available at Public Works Facility located at 1135 N Garfield St.

Local Water Plan – No charge for water, the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – Attached

Note: The Village of Lombard has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Lombard maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

Village of Bartlett

Project Manager - Nick Talarico, Civil Engineer, 630-837-0811, NTalarico@BartlettIL.gov

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 1150 Bittersweet Drive.

Local Water Plan – Water will be available free of charge at the Village’s Public Works Facility located at 1150 Bittersweet Drive. The use of residential hydrants for a water source is strictly prohibited. The Contractor shall notify the Project Manager 48-hours in advance of beginning work so that a water meter can be made available and installed at the fill-up site (no deposit will be required). The Contractor shall also be responsible for recording usage and reporting it to the project manager.

Maps – Attached.

Note: The Village of Bartlett has a not-to-exceed budget of \$50,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Bartlett maps and the total cost is less than \$50,000.00, additional areas shall be provided by the Project Manager.

Village of Bensenville

Project Manager – Jeffery Maczko, Village Engineer, 630-594-1196, jmaczko@bensenville.il.us

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Local Water Plan – Water will be available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Maps – Attached.

City of Elmhurst

Project Manager – Grant Hicks, 630-530-3034, grant.hicks@elmhurst.org

Local Parking Plan – Overnight parking is available at Public Works Facility at 985 S Riverside Drive.

Local Water Plan – No charge for water, water tanks can be filled at the Public Works Facility at 985 S Riverside Drive. The City will also allow water to be obtained from City-owned hydrants. The contractor must obtain a permit and make a \$1500 deposit for a portable water meter/backflow device and maintain a record of water quantity used.

Maps – Attached.

City of West Chicago

Project Manager – Doug Masters, Office: 630-293-2255, Cell: 815-210-6089, dougm@thomas-engineering.com

Local Parking Plan – Overnight parking will be available at the Office of the Director of Public Works, located at 1400 W. Hawthorne Lane.

Local Water Plan – No charge for water. The City of West Chicago will allow water to be obtained from the City’s fire hydrant located at 1400 W. Hawthorne Lane. The contractor must obtain a City water meter from City Hall, make a \$750 refundable deposit, and have their water truck (equipped with air gap backflow prevention) inspected at 1400 W. Hawthorne Lane prior to obtaining City water.

Maps – Attached.

Note: The City of West Chicago has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the City of West Chicago maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

City of Wheaton

Project Manager – Nathan Plunkett, Street Superintendent, 630-260-2116, nplunkett@wheaton.il.us

Local Parking Plan – Overnight parking is available at Wheaton Public Works Yard at 822 W Liberty Dr in Wheaton.

Local Water Plan – No charge for water. The City of Wheaton will allow water to be obtained from any hydrant within the City limits. A refundable deposit of \$700 is required.

Maps – Attached.

Village of Woodridge

Project Manager – Scott Sramek, Public Works Foreman, 630-719-4757, ssramek@wil.woodridge.il.us

Local Parking Plan – Limited parking space is available at the Towne Centre parking lot located near 1 Plaza Drive. Will coordinate based on available space at the time of work.

Local Water Plan – No charge for water, a hydrant with a meter is available at the Public Works yard located at 1 Plaza Drive.

Maps – Attached.

DuPage County Division of Transportation

Project Manager – Mike Figuray, Manager of Highway Operations, (630) 407-6924, Michael.Figuray@dupageco.org

Local Parking Plan – Overnight parking will be available at the DOT Maintenance Facility, 140 N. County Farm Road, Wheaton, IL 60187

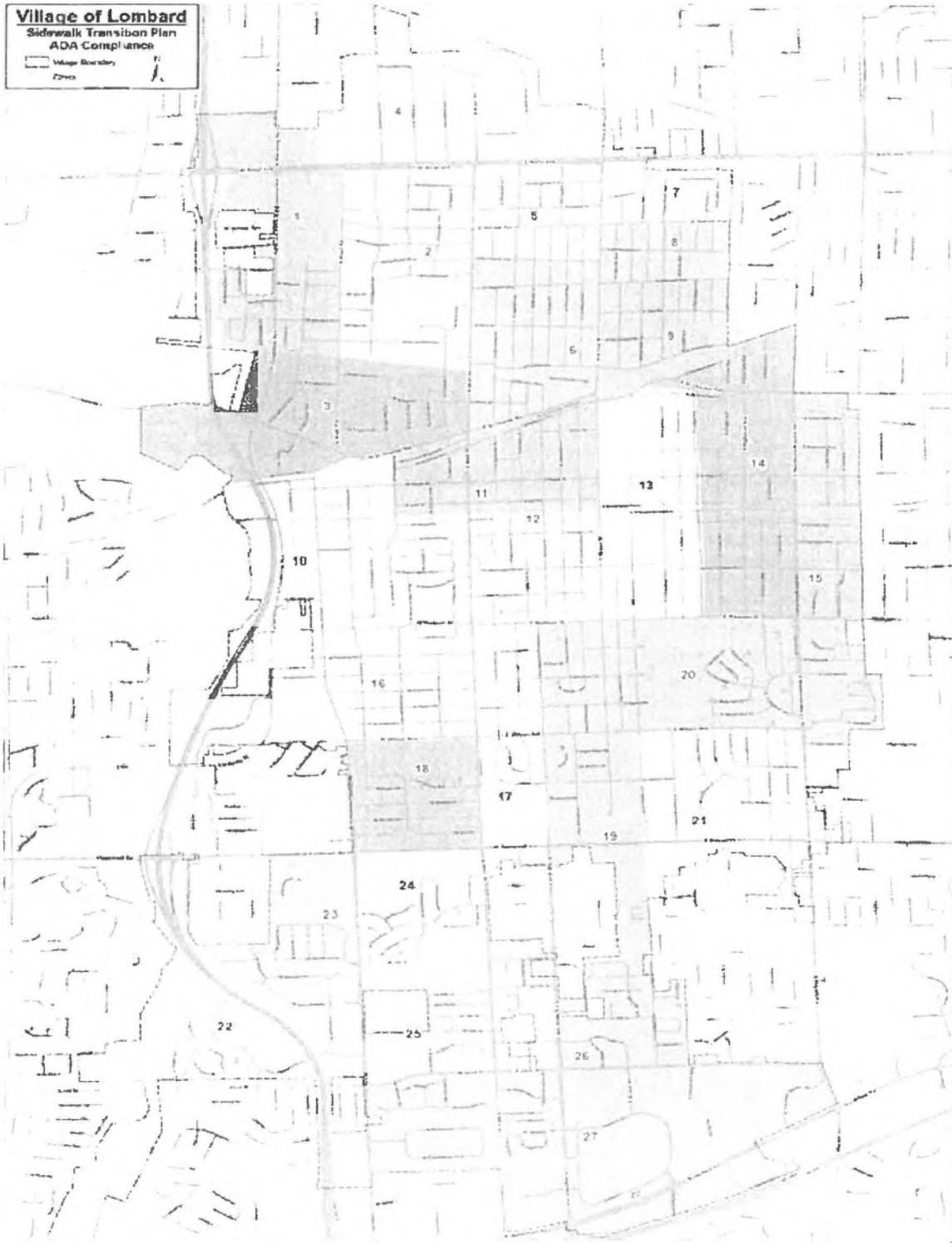
Local Water Plan – No Charge for water. Water is available at the DOT Maintenance Facility located at 140 N. County Farm Road, Wheaton, IL 60187

Maps – see segment list and maps attached.

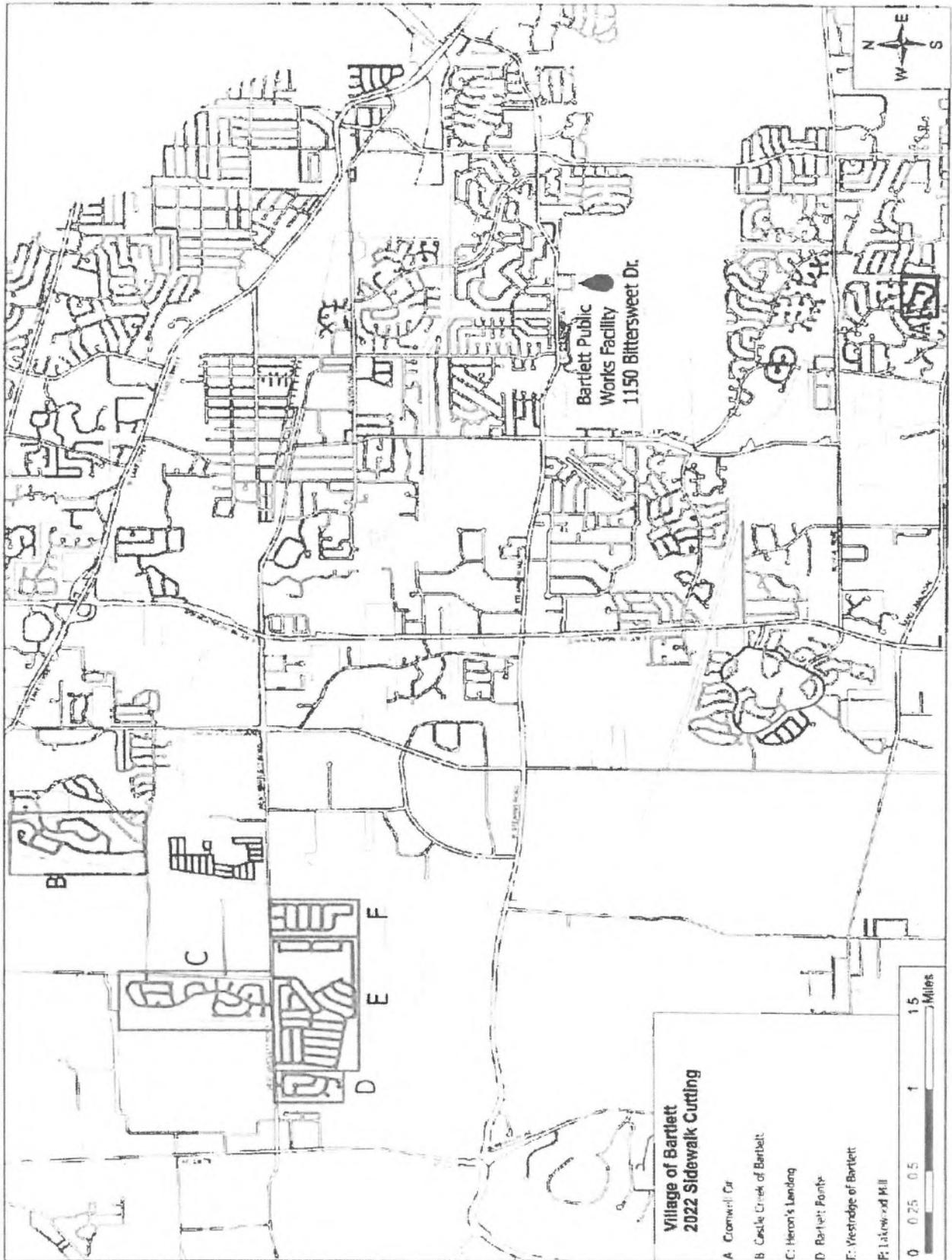
APPENDIX B:
LOCATION MAPS

(ATTACHED)

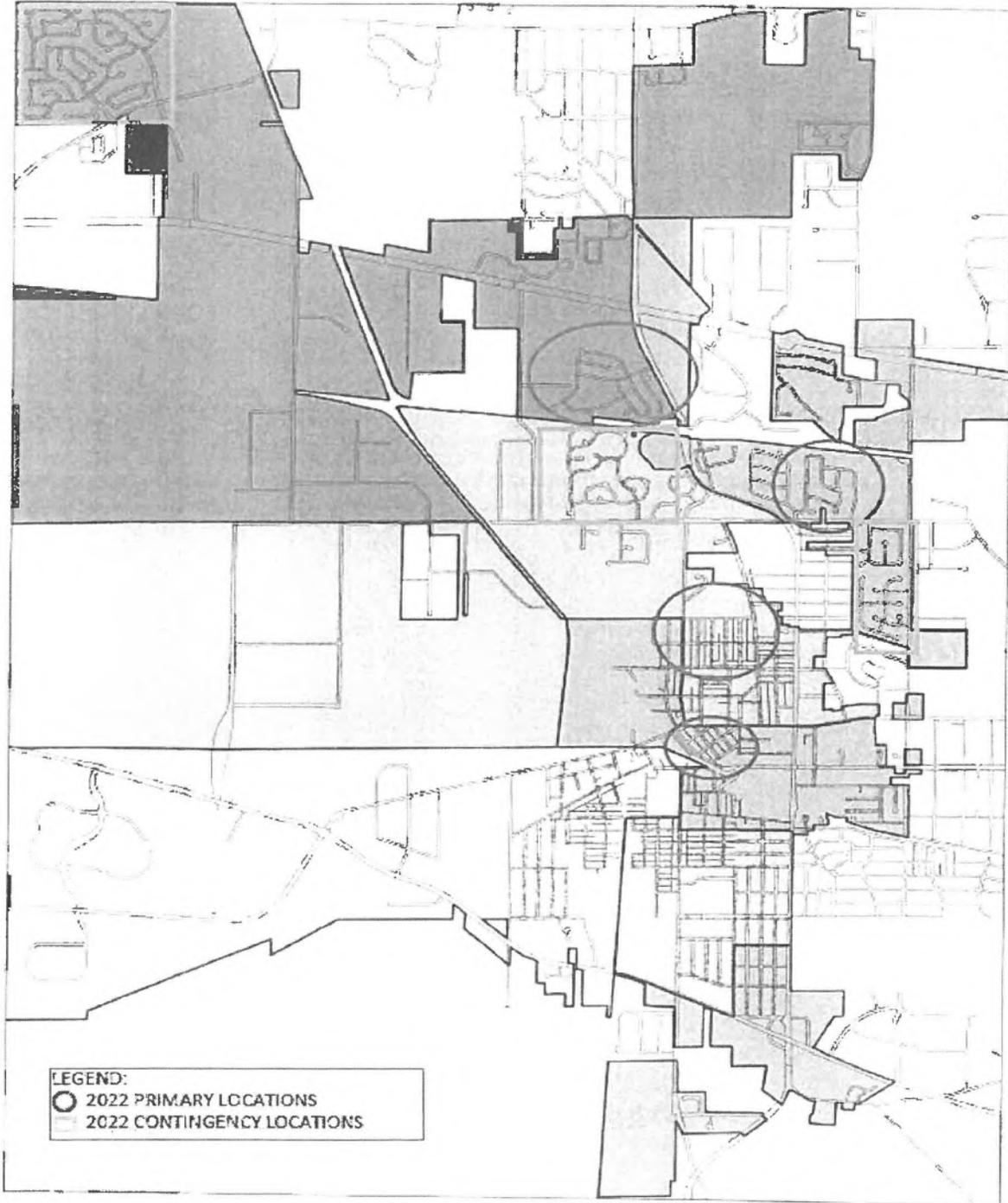
Village of Lombard – Zones 4, 5, & 6



Village of Bartlett



City of West Chicago 2022 MPI Sidewalk Saw Cutting Locations



Village of Woodridge

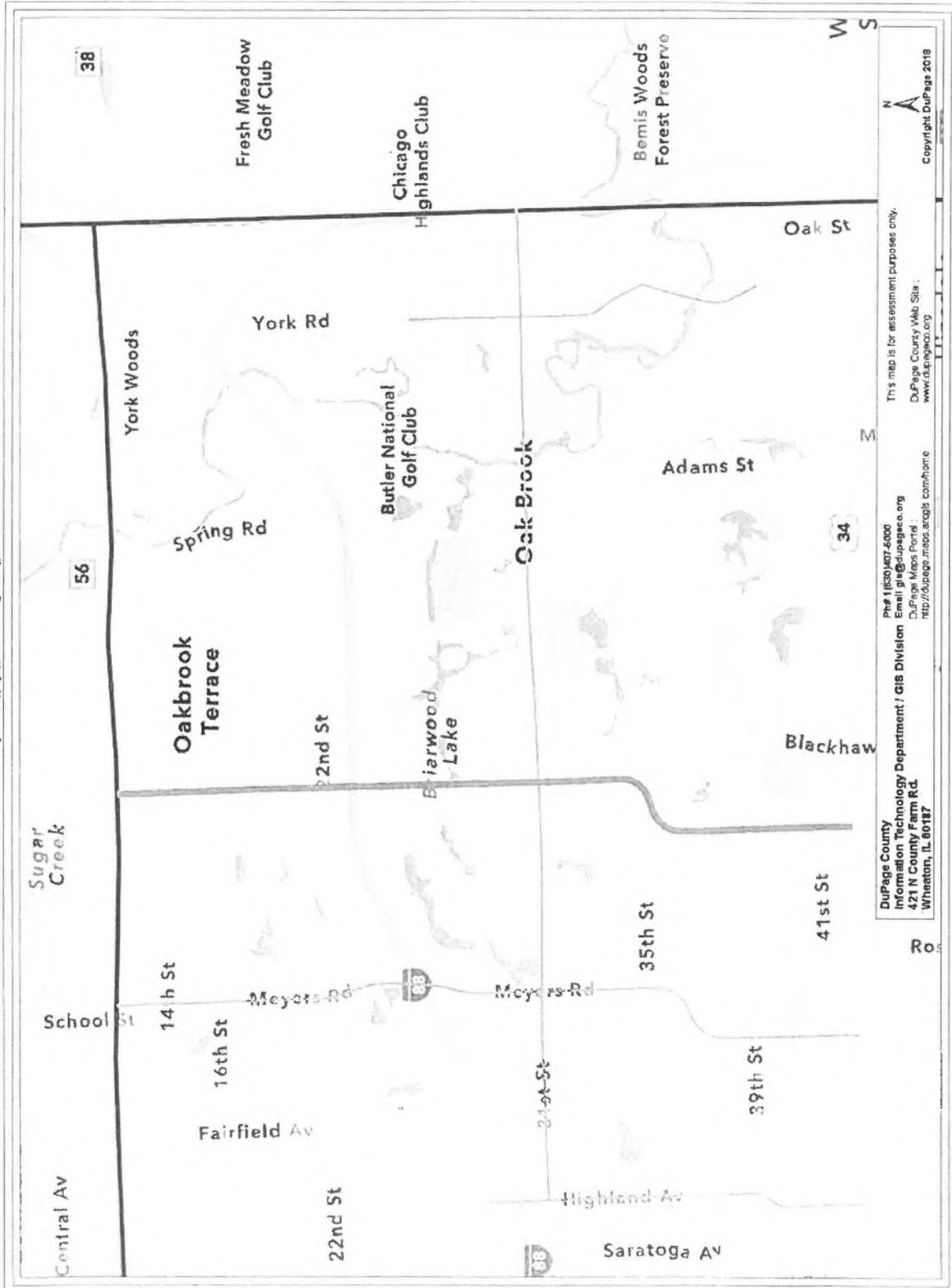


1/24/2022

VILLAGE OF WOODRIDGE - SIDEWALK CUTTING 2022

DuPage County Division of Transportation - Sheet 2

DuDOT Sidewalk Cutting Requests
 DuPage Web Mapping Application - DuPage County, Illinois



DuPage County
 Information Technology Department / GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187
 Phone: (630) 407-6000
 Email: gis@dupage.org
 DuPage Maps Portal:
<http://dupage.maps.arcgis.com/home>

This map is for assessment purposes only.
 DuPage County Web Site:
www.dupageco.org
 Copyright DuPage 2018

APPENDIX C:

DOCUMENTS TO RETURN WITH BID SUBMISSION

(ATTACHED)

PERFORMANCE REFERENCE FORM

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Aurora
 Address: 44 E Downer Place
 City, State, Zip Code: Aurora, IL 60505
 Contact Person/Telephone Number: Ian Wade 630-256-3237
 Dates of Service /Awarded Amount: Oct-Dec 2021 \$33,687.50

Municipality: City of Crystal Lake
 Address: 100 W Woodstock St.
 City, State, Zip Code: Crystal Lake, IL 60014
 Contact Person/Telephone Number: Kevin Lill 224-407-6146
 Dates of Service/Awarded Amount: Oct- Nov 2021 \$48,300.00

Agency: Village of Downers Grove
 Address: 5101 Walnut Ave.
 City, State, Zip Code: Downers Grove, IL 60515
 Contact Person/Telephone Number: Matt Stern 630-434-5463
 Dates of Service/Awarded Amount: March-April 2021 \$57,118.11

Agency: Village of Palatine
 Address: 148 W. Illinois Ave
 City, State, Zip Code: Palatine, IL 60067
 Contact Person/Telephone Number: Dan Neyfeldt 847-705-5200
 Dates of Service/Awarded Amount: June 2021 - April 2022 \$85,500.00

Agency: Village of Wheeling
 Address: 2 Community Blvd.
 City, State, Zip Code: Wheeling, IL 60090
 Contact Person/Telephone Number: Kevin Pelli 847-344-4255
 Date of Service: June- July 2021 \$19,968.96

DISQUALIFICATION OF CERTAIN BIDDERS

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.;
- (C) has been convicted of bid rigging or attempting to rotate 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 sig.;
- (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 (G) 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 (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

Corrie B. Krula Corrie B. Krula, President
 (Name of Bidder if the Bidder is an Individual)
 (Name of Partner if the Bidder is a Partnership)
 (Name 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 3rd day of May, 2022.

Christine D. Bessel
 Notary Public

BIDDER'S CERTIFICATION FORM

**VILLAGE OF LOMBARD
BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

The undersigned being an authorized representative of Hard Rock Concrete Cutters, Inc.
(Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for RFB #2022-023 to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;

2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: Corrie B. Krula
Authorized Agent of Bidder

Corrie B. Krula, President 5/3/2022
Print Name / Title Date

Subscribed and sworn to
before me this 3rd
day of May, 2022.

Christine A. Blesell
Notary Public

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding. Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Corrie B. Krula, being first duly sworn,

deposes and says that he is Officer
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.
(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.

Corrie B. Krula

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Christina D. Blawie

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Hard Rock Concrete Cutters, Inc., 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 the Village of Lombard.

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 may disqualify the bid.

Corrie B. Krula

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Lyndee D. Bessell

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

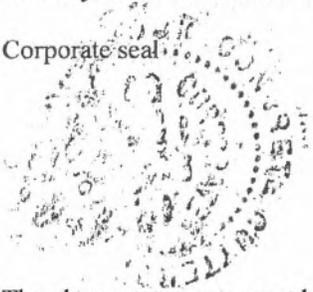
Corrie B. Krula, being first duly sworn,

deposes and says that he/ she is a/ an Officer
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.
(Name of Company)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard 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, 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

Corporate seal



Corrie B. Krula Corrie B. Krula, President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name 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 3rd day of May, 2022.

Cynthia D. Bessel
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: N/A # Years in Business: _____

Address: _____ # Years used by Contractor: _____

State of Illinois Trade License # _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

State of Illinois Trade License # _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

State of Illinois Trade License # _____

APPENDIX D:
NATIONAL SECURITY/USA PATRIOT ACT

RFB #2022-023

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard 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. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

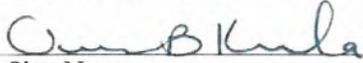
CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Hard Rock Concrete Cutters, Inc.

Print Company Name

Individual or Partnership _____ Corporation

This 3rd day of May, 2022.

By 
Sign Name

Corrie B. Krula
Print Name

President
Position/Title

APPENDIX E:
AGREEMENT ACCEPTANCE

RFB #2022-023
2022 SIDEWALK SAW CUTTING PROGRAM

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of *[insert Municipality name]* ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Proposal 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/Proposal. 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/Proposal." 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: _____

Title: _____

APPENDIX F:
DUPAGE COUNTY VENDOR ETHICS DISCLOSURE

(ATTACHED)

Instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.

Company Contact & Phone: Individual to be contacted if necessary

"Bid/Contract/PO/Description" identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution

Recipient: identify recipient of contribution

Donor: name under which the contribution was made, identify relationship to contractor

Description: identify the nature of the contribution

Amount/Value: monetary value of the contribution and method of valuation

Date Made: date of contribution

Authorization:

Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.

Date: date form was completed and signed.

Definitions

Vendor Ethics Disclosure Statement

Contribution – a gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift – any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts – those contracts with a duration greater than 12 months, require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source – any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has



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: 5/3/2022

Bid/Contract/PO #: RFB 2022-23

Company Name: Hard Rock Concrete Cutters, Inc.	Company Contact: Corrie B. Krula
Contact Phone: 847-699-0010	Contact Email: corrie@hrcinc.com

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:

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 Corrie B. Krula

Title President

Date 5/3/2022

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

AIA® Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Hard Rock Concrete Cutters, Inc.
601 Chaddick Drive
Wheeling, IL 60090

SURETY:

(Name, legal status and principal place of business)
Swiss Re Corporate Solutions Premier Insurance Corporation
1450 American Lane, Suite 1100
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
Village of Lombard
1051 S. Hammerschmidt Avenue
Lombard, IL 60148

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

BOND AMOUNT: Five Percent of the Amount of Bid----- (-5%--)

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

PROJECT:

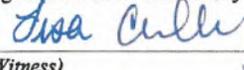
(Name, location or address, and Project number, if any)
2022 Sidewalk Saw Cutting Program

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.

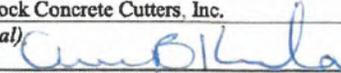
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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.

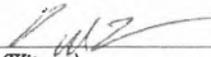
Signed and sealed this 5th day of May, 2022.



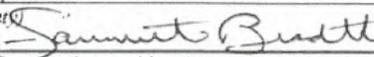
(Witness)

Hard Rock Concrete Cutters, Inc.
(Principal)  (Seal)

(Title) President
Swiss Re Corporate Solutions Premier Insurance Corporation



(Witness)

(Surety)  (Seal)
(Title) Samantha Bradtke, Attorney In Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Surety Company Acknowledgement

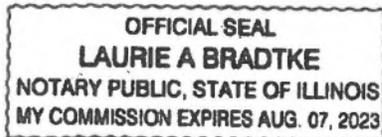
STATE OF **ILLINOIS**
COUNTY OF **COOK** SS.:

On this 5th day of May, 2022, before me personally appeared **Samantha Bradtke**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of **Swiss Re Corporate Solutions Premier Insurance Corporation**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Laurie A. Bradtke

Notary Public in and for the above County and State

My Commission Expires: 08/07/23



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, SHEREN L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON,

KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, LUCIANNE BISCHOFF and CHRISTINE EITEL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By _____
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

Erik Janssens

By _____
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



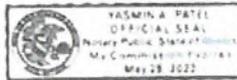
IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 2022

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

State of Illinois
County of Cook

SS

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 5th day of May, 2022.

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC





Agenda Item Executive Summary

Item Name Acceptance of Public Improvements for
BCBP Lot 2A at 235-265 Spitzer Road Committee
or Board Board

BUDGET IMPACT

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

EXECUTIVE SUMMARY

Attached is an ordinance to accept the public improvements for BCBP Lot 2A at 235 - 265 Spitzer Road. The developer, Conor Globe Bartlett I, LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

ATTACHMENTS (PLEASE LIST)

Memo, PW Letter, Ordinance, Bill of Sale

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BCBP LOT 2A AT 235-265 SPITZER ROAD

Staff: Bob Allen, Village Engineer

Date: June 7, 2022

MEMORANDUM

To: Paula Schumacher, Village Administrator
From: Bob Allen, Village Engineer *BA*
Subject: Acceptance of Public Improvements for BCBP Lot 2A,
235 – 265 Spitzer Road, Brewster Creek Business Park
Date: June 7, 2022

Attached is an ordinance to accept the public improvements for BCBP Lot 2A at 235 – 265 Spitzer Road. The developer, Conor Globe Bartlett I, LLC has submitted all required final documents to the Village. A set of Record Drawings has been received and is on file.

Because the water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

Please place this ordinance on the next available agenda.

MOTION: I MOVE TO APPROVE ORDINANCE _____ ACCEPTING THE PUBLIC IMPROVEMENTS FOR BCBP LOT 2A AT 235-265 SPITZER ROAD

June 7, 2022

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

Attn: Dan Dinges, Director of Public Works

RE: **VILLAGE ACCEPTANCE OF PUBLIC IMPROVEMENTS
BCBP Lot 2A
235 – 265 Spitzer Road
Brewster Creek Business Park**

Please be advised that the public improvements have been completed for BCBP Lot 2A at 235 – 265 Spitzer Road in the Brewster Creek Business Park.

All punch list work, for items covered by the Site Plan Completion Letter of Credit, have been successfully completed. The Public Works Department has conducted final reviews and inspections of the utilities and other public improvements. As a result, it has been determined that the public improvements have been constructed in substantial conformance with the approved Final Engineering Plans and Specifications for BCBP Lot 2A at 235 – 265 Spitzer Road.

The developer, Conor Globe Bartlett I, LLC , has submitted all required final documents to the Village. A set of reproducible Record Drawings, showing the completed public improvements has been received. The public improvements consist of an extension of the Village's water main system. Because this water main has been operational and functioning successfully for more than 12 months, Village staff recommends waiving the maintenance period.

I recommend that the Village Board adopt an Ordinance accepting the public improvements for BCBP Lot 2A at 235 – 265 Spitzer Road in the Brewster Creek Business Park.

Sincerely,

Robert Allen

Robert Allen, P.E.
Village Engineer

Attachment

cc: Lorna Giles, Village Clerk
Beth Uργο, Public Works
Todd Dowden, Director of Finance
Bryan Mraz, Village Attorney
Roberta Grill, Director of PDS
Kristy Stone, Village Planner
Alex Dowd, McShane Construction Co.

ORDINANCE 2022-

AN ORDINANCE ACCEPTING THE PUBLIC IMPROVEMENTS FOR BCBP LOT 2A AT 235 – 265 SPITZER ROAD

WHEREAS, the Village Engineer has reported to the corporate authorities that the water distribution system, (“the Public Improvements”) for the site known as BCBP Lot 2A, 235-265 Spitzer Road (“the Development”) were completed substantially in accordance with the plans and specifications therefore and the requirements of the Village Subdivision Ordinance on March 1, 2022 (“the Completion Date”) and that Conor Globe Bartlett I, LLC, the developer of the site, (“the Developer”) has presented evidence that all of the Public Improvements have been fully paid for; and

WHEREAS, the Developer has submitted all required documents and drawings to the Village of Bartlett; and

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

SECTION ONE: That the Village of Bartlett hereby accepts the Public Improvements for BCBP Lot 2A at 235 – 265 Spitzer Road.

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

ROLL CALL VOTE:

AYES:

NAYS:

PASSED

APPROVED

ATTEST:

Kevin Wallace, Village President

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2022-_____ enacted on June 7, 2022 and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

BILL OF SALE

**FOR THE WATER MAIN INSTALLED
AT THE**

Brewster Creek Business Park Lot 2A **INDUSTRIAL SITE**

LOT NO. 2A, Brewster Creek Business Park **SUBDIVISION**

ADDRESS 235-265 Spitzer Road, Bartlett IL

In consideration of the payment of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby expressly acknowledged, Conor Globe Bartlett I, LLC ("the Seller") do hereby sell, assign, transfer and set over unto the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, the following described property:

The water distribution system, including, but not limited to, water mains and services, valves, valve vaults, fire hydrants, and all structures appurtenant thereto;

("the Property") being the Public Improvements for the Brewster Creek Business Park Lot 2A Industrial Site developed by the Seller in the Village of Bartlett.

The Seller hereby represents and warrants to the Village of Bartlett that the Seller is the absolute owner of the Property; that the Property is free and clear of all liens, charges and encumbrances, including, without limitation, mechanic's liens, mortgages, and chattel mortgage security instruments; and that the Seller has full right, power and authority to transfer title to the Property to the Village of Bartlett, and to execute and deliver this Bill of Sale.

IN WITNESS WHEREOF the Seller has signed and sealed, or caused this Bill of Sale to be signed and sealed, at Rosemont, Illinois on March 8, 2022.

Signed: [Signature]
President

Attest: [Signature]
Secretary

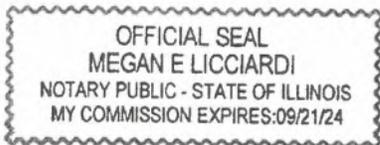
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David Friedman and Daniel McShane, personally known to me to be the President and Secretary, respectively of Conor Glob. Bartlett I LLC, ("the Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing Bill of Sale, appeared before this day in person and severally acknowledged that they signed the foregoing Bill of Sale as such President and Secretary of the Corporation and caused the seal of the Corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of March, 2022.

Megan E. Licciardi
Notary Public

My Commission Expires: 9-21-2024



Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sale of Village Owned Surplus Property**
Date: May 27, 2022

The Police and Public Works Departments wish to dispose of surplus items and personal property of the Village through internet auction.

The surplus vehicles and property are to be auctioned by Obenauf Auction Services. As part of their service, Obenauf identifies potential bidders who may be interested in the type of vehicles and equipment the departments wish to sell. The Village has utilized Obenauf in prior years and the service they provide has proven to be a very effective method for disposal of the Village's surplus property.

Attached is an ordinance authorizing the sale of surplus property through internet auction as well as a list of all surplus property to be sold.

MOTION

**MOTION TO APPROVE ORDINANCE # 2022-____, AN ORDINANCE
AUTHORIZING THE SALE BY INTERNET AUCTION OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF BARTLETT**

ORDINANCE 2022-_____

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET
AUCTION OF SURPLUS PERSONAL PROPERTY
OWNED BY THE VILLAGE OF BARTLETT**

WHEREAS, the Illinois Municipal Code requires the adoption of an ordinance passed by a simple majority of the corporate authorities then holding office declaring personal property that the Village of Bartlett (the "Village") desires to sell "no longer necessary or useful to or for the best interest of" the Village, and that transfer of said personal property be set in any manner that the corporate authorities may designate with or without advertising the sale (65 ILCS 5/11-76-4); and

WHEREAS, staff has recommended that the Corporate Authorities authorize the sale of the used vehicles and equipment described on Attachment A, a copy of which is attached hereto and incorporated herein (the "Surplus Vehicles and Equipment"), as it is no longer necessary or useful or for the best interest of the Village, through the Obenauf Auction Service Incorporated and eBay on-line auction site to the respective highest bidders bidding on the purchase of the Surplus Vehicles & Equipment;

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

SECTION ONE: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the President and Board of Trustees of the Village (the "Board") hereby find and declare that the Vehicles and Equipment, defined in the recitals herein and listed on Exhibit A is no longer necessary or useful to or for the best interest of the Village.

SECTION TWO: Pursuant to said Section 11-76-4 and the Village's home rule authority, the Board authorizes the Village Administrator, or her designee, to sell the Surplus Vehicles and Equipment through the Obenauf Auction Services Incorporated and eBay on-line auction site to the respective highest bidders.

SECTION THREE: The Village Administrator and the Assistant Village Administrator, or either of them, are each hereby authorized and directed to sign vehicle titles and such other documents as may be necessary to transfer ownership of the Surplus Vehicles and Equipment as provided herein upon receipt of the proceeds of the sale.

SECTION FOUR: SEVERABILITY. If any section, paragraph or provision of this Ordinance 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 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 SEVEN: EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage, by a vote of majority of the corporate authorities and approval in the manner provided by law.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 7, 2022

APPROVED: June 7, 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 June 7, 2022, and approved on June 7, 2022, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

Attachment A: Surplus Items

Serial / VIN	Yr	Make	Model / Description	Equipment Number
FVACKDT9HHJG4112	2017	Freightliner	Crosswind sweeper	17-052
1FTWF31527EA61688	2007	Ford	F350 pickup	07-046
1HTWDAAN09J145046	2009	International 7400	Chipper truck w/tool storage	09-026
1FDAF5GRXAEA39893	2010	Ford	F550 dump w/plow and spreader	10-015
DW444HX589573	2003	John Deere	Front end loader w/plow	03-E024
101540311758	1998	Bomag	BT60 tamper	98-E038
1B9FL2022TM202003	1996	Beaver creek	Utility trailer	
4U161AEX751X32785	1995	Dynaweld	Equipment trailer	
	2013	Berlon	SWBLD-08 snow pusher attachment	
	2018	Berlon	HCSB-96 snow bucket	
1FM5K8AR6GGA77724	2016	Ford	Interceptor SUV	1616
1FM5K8ARXGGA77726	2016	Ford	Interceptor SUV	1618
1FM5K8AR3HGA77097	2017	Ford	Interceptor SUV	1719
JTKDE177370210395	2007	Toyota	Scion	1491
2D8FV47V16H406931	2006	Dodge	Magnum	519



Agenda Item Executive Summary

Item Name Purchase of 2023 Townmaster T-24 Trailer Committee or Board Board

BUDGET IMPACT

Amount:	\$39,511.00	Budgeted	\$32,000.00
List what fund	Vehicle Replacement Fund		

EXECUTIVE SUMMARY

Sourcewell Cooperative has awarded contract # 121918-MNR for the purchase of a 2023 Townmaster T-24 Trailer to Alta Equipment Company, located in South Elgin, 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 24,000-pound capacity, electric over hydraulic ramps and typical upfits.

The trailer will be delivered at the total cost of \$39,511.00 after discount adjustments. FY 2022-2023 budget provides \$32,000.00 for the purchase of a new 2023 equipment trailer that replaces the 1995 Dynaweld equipment trailer. Although the cost is more than the budgeted amount it is still within the parameters of the overall capital outlay budget.

ATTACHMENTS (PLEASE LIST)

Memo
Proposals

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance

✓ Motion: I MOVE TO APPROVE THE PURCHASE OF A 2023 TOWNMASTER T-24 EQUIPMENT TRAILER FROM ALTA EQUIPMENT COMPANY, SOUTH ELGIN, IL

Staff: Dan Dinges, Director of Public Works

Date: 5/27//2022

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Purchase of 2023 Townmaster T-24 Equipment Trailer**
Date: May 27, 2022

Sourcewell Cooperative has awarded contract # 121918-MNR for the purchase of a 2023 Townmaster T-24 Trailer to Alta Equipment Company, located in South Elgin, 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 24,000-pound capacity, electric over hydraulic ramps and typical upfits.

The trailer will be delivered at the total cost of \$39,511.00 after discount adjustments. FY 2022-2023 budget provides \$32,000.00 for the purchase of a new 2023 equipment trailer that replaces the 1995 Dynaweld equipment trailer. Although the cost is more than the budgeted amount it is still within the parameters of the overall capital outlay budget.

Motion

MOTION TO APPROVE THE PURCHASE OF A 2023 TOWNMASTER T-24 EQUIPMENT TRAILER FROM ALTA EQUIPMENT COMPANY, SOUTH ELGIN, IL

Mjw/attachments

ALTA EQUIPMENT COMPANY

Thank you for giving Alta Equipment the opportunity to submit the below trailer quote for your review.



121918-MNR

Towmaster T-24 Trailer
24,000lb Capacity
20' Top Deck
2" Nominal Oak Decking
102" Overall Width
5' Tongue
3" Adjustable Pintle Ring
Safety Chains w/Grab Hooks
(14) D-Rings – 6 Per Deck Side & 1 BVTL
36" Empty Deck Height
Lockable Toolbox
12k Drop Leg Jack
7'6" Wood Filled Double Break Beavertail
6'x36" Wood Filled Elec-Over-Hydraulic Ramps
(2) 12k Axles w/Oil Bath Hubs
Hutchison 9700 Suspension
(8) Steel Wheels
(8) 235/85R16 (G)
Electric Brakes
Break Away Battery
LED Lights
Sealed Wiring Harness
7 Pole RV/Flat Prong Style Plug
Two Part Polyurethane Black Paint

PURCHASE PRICE:	\$ 39,511.00
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Delivery: August/September 2023 as of Quote Date 5/18/2022