



Agenda Item Executive Summary

Item Name Bartlett Hills Golf Club Irrigation Committee
or Board Board

BUDGET IMPACT

Amount: \$2,399,600 Budgeted \$1,917,000

List what
fund Developer Deposits Fund

EXECUTIVE SUMMARY

In reviewing the proposed new irrigation system at Bartlett Hills, at the Village Board meeting on June 20, 2023 and continued the item until July 18, 2023, due to concerns about the disparity between the original project estimate and bid costs.

The Board also asked staff to review the alternates to ensure that the project would not be diminished.

All the alternates shown will have the flexibility to be phased in without diminishing the project, coupled with savings to the budget. Staff also believes given the competitive nature of the bid, the historical analysis of projects in the area, that all the right players in the industry were informed of the project and that it was ultimately bid out correctly.

Budget consideration: When the irrigation system was proposed, it was determined that it would come out of developer deposits and paid back through a loan of \$100,000 a year for 20 years. Given the cost of the bids, it is recommended that the payback period be extended to 24 years.

ATTACHMENTS (PLEASE LIST)

Staff Memo

Resolution

Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: I move to approve resolution 2023- A RESOLUTION AWARDDING THE BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.

Staff: Scott Skrycki, Assistant Village Administrator Date: 07/06/2023

Memorandum

To: Village President and Board of Trustees
Paula Schumacher, Village Administrator

From: Matt Giermak
Scott Skrycki, Assistant Village Administrator

Date: 7/7/2023

Re: Bartlett Hills Irrigation

In reviewing the proposed new irrigation system at Bartlett Hills, at the Village Board meeting June 20, 2023, the board expressed concerns about the disparity between the original project estimate and bid costs.

The board also asked staff to review the bid alternatives; it was a concern that with the removal of so many alternatives, the project was diminished too far. The list below of alternatives can be achieved with in-house staff at a cost savings of \$618,250.

#1 – Removal of existing irrigation equipment (approximately 850 sprinklers) (-\$25,000)

- Bartlett Hills golf maintenance staff will be able to remove the existing irrigation equipment throughout the 2024 - 2025 golf season.

#2 – Contractor to utilize existing pump station and install new drop-z piping to tie into new main line with all associated equipment (-\$265,750)

- The current pump station was installed in 2008. The life expectancy of a pump station is 15 - 20 years. With routine maintenance, Bartlett Hills staff believe they can extend the life expectancy of the current pump station another 4 - 6 years; however, a new pump station would need to be reconsidered in the future.

#3 – System was designed to have in's/out's on fairway edges; Contractor to eliminate PC (part circle) "out" fairway sprinklers (with exception of right side of #9, left side of #12 and both sides of #18) – approximately (295) PC FWY "outs" (-\$327,500)

- The in's/out's are sprinkler heads located on the edge of the fairways and are designed to only irrigate the rough. Once the new irrigation system is installed, Bartlett Hills staff will evaluate areas of the golf course that may need extra rough sprinkler heads. When these areas are determined, staff will be able to

install the sprinkler heads in-house due to the HDPE pipe already installed in the ground.

- When deducting sprinklers from the project, the only cost being removed is the sprinkler head material and the labor to install them. All the irrigation piping, controls, and infrastructure remains unchanged in order to service all the other sprinklers on the golf course.
- For example, the 2" pipe and wire feeding each of the 295 heads (that are deducted) must remain to supply water to every other sprinkler throughout the golf course.
- This is why the per sprinkler deducted value of removing a group of sprinklers out of the irrigation system appears at first glance to be low.

In addition, two design changes have resulted in \$240,250 savings.

#5 – Utilize fairway loop system in lieu of specified herringbone; 3" fairway tap quantities for loop system as follows: (-\$217,750)

a. (1) fairway tap – Holes #3, 5, 11 and 18

b. (2) fairway taps – Holes #1, 2, 6, 7, 8, 9, 12, 13, 14, 15 and 17

c. (3) fairway taps – Holes #4, 10, 16 and DR fairway

- Due to the elimination of alternate #3 (deducting 295 sprinkler heads) the herringbone piping system is now not the most efficient design. The loop piping system instead will allow for reduced labor and material as it will eliminate the need for 183 mainline taps and valves in addition to 166 cart path crossings.

#6 – Eliminate (21) Driving Range field sprinklers (-\$22,500)

- The irrigation mainline pipe and valves will already be installed along the driving range in order to supply water to holes 1 and 10.
- Due to the pre-existing mainline pipe, Bartlett Hills staff will be able to install driving range sprinkler heads in-house in the future if deemed necessary.

The board also raised concerns about the bid process and consultant.

Hiring Process- Consultant

The village solicited the few consultants in the industry that have done work in the area. EC Design (Bartlett, IL), Mike Kuhn (Michigan) and Golf Water, LLC (North Carolina) who have bid on projects in the region. We did not reach out to Tony Altum as their firm only does private golf courses. Since 2007, in Illinois these are the only companies that that do such work in the region (a chart is attached of work within the region). EC Design was chosen at a price of \$19,250 over Golf Water, LLC who submitted a price of \$37,000. EC Design has done over 400 projects across the county including consulting work for some of the top ranked golf courses in the county, including the newest Tiger Woods course in Texas. Staff still consulted the superintendents at Fox Run Golf Course, and Chicago Golf Club, as well as local contractors who, all spoke highly of EC design. Upon further investigation, it was discovered that EC design did work for Bartlett Hills in the early

2000's with the re-design of greens 1,3,4, and 5, and our former superintendent spoke very highly of their work.

Staff is satisfied with the project manual and design work of EC design. In terms of the estimate, the consultant advised a number of factors in his estimate that made it difficult in which he advised is a volatile market. He stated that when the specs were first put together the budget seemed reasonable. However, product availability, sharp increases in pipe prices, prevailing wage rates, and lack of available contractors took simple supply and demand to the extreme. The lack of investment in golf courses in 2020 and 2021 also contributed to this pent-up demand, resulting in price escalation.

Hiring Process- Irrigation Installer

Upon completion of the specifications, bids were then posted in the newspaper as well as the village website. There are four primary companies in the region that do this type of installation work, and all were aware of the project.

One of the four companies had not installed enough similar projects and were not qualified to complete the project. Another company advised they were too busy and could not sufficiently project a timeline for an installation. The other two companies, Commercial Irrigation and Midwest Irrigation bid on the project. Both companies submitted similar quotes on the project, and staff recommends going with the low bidder of Commercial Irrigation.

Other Consultants/Bidders

A question was posed relative to other bidders/installers that are available. Based on conversations with the consultant, and bidders, companies outside of the Chicagoland area do not respond to work in the immediate area based on wage commitment. Superintendent Matt Giermak investigated this further, and upon correspondence with both Toro and Rainbird, this pool of candidates for this type of work from both the designer and the installer was validated. Below are recent projects in the Illinois area since 2007 and 2009 respectively. All the designers and installers below were aware of the irrigation project at Bartlett Hills.

Reinders (Local Toro Irrigation Distributer) since 2007		
Wynstone Country Club	Tony Altum	Leibold Irrigation
Butterfield Country Club	Tony Altum	Leibold Irrigation
Cress Creek Country Club	EC Design	Leibold Irrigation
Ravinia Green Country Club	Tony Altum	Leibold Irrigation
Skokie Country Club	EC Design	Leibold Irrigation
Palatine Hills Golf Course	EC Design	Halloran & Yauch
Old Elm Club	Tony Altum	Leibold Irrigation
Fox Run Golf Links	EC Design	Halloran & Yauch

Rolling Green Country Club	EC Design	Leibold Irrigation
Pingree Grove (Par 3)	EC Design	Midwest Irrigation
Stonebridge Country Club	Tony Altum	Leibold Irrigation
Mt. Prospect Golf Club	EC Design	Midwest Irrigation
Bob O Link Country Club	Mike Kuhn	Leibold Irrigation
Glenview Club	Mike Kuhn	Leibold Irrigation
Sycamore Golf Club	EC Design	Midwest Irrigation
Chicago Golf Club	EC Design	Leibold Irrigation
Settlers Hill Golf Course	EC Design	Midwest Irrigation
Glen Oak Country Club	EC Design	Leibold Irrigation
Idlewild Country Club	No Consultant	Leibold Irrigation
Northmoor Country Club	EC Design	Leibold Irrigation
River Heights Golf Course	EC Design	Commercial Irrigation
Prairie Landing	EC Design	Commercial Irrigation
Out to Bid		
Ridgemoor Country Club	EC Design	-
Evanston Country Club	EC Design	-
Clensens (Local Rainbird Irrigation Distributor) Since 2009		
St. Andrews Golf and Country Club	No Consultant	Midwest Irrigation
The Preserve at Oak Meadows	EC Design	Midwest Irrigation
Briarwood Country Club	Mike Kuhn	Leibold Irrigation
Sunset Ridge Country Club	EC Design	Leibold Irrigation
Hickory Hills Country Club	No Consultant	Leibold Irrigation
Medinah Country Club	Tony Altum	Leibold Irrigation

Recommendation

The current system is past its life-expectancy and is creating issues maintaining the golf course. While staff has been able to piece together fixes, it is becoming more problematic and it is recommended that we replace the system with new equipment. The equipment would be comprised of new piping, sprinkler heads, and computer system. With proper maintenance the High-Density Polyethylene piping should last fifty years. Beyond having a functioning system, it will allow more staff time to work on improving other areas of the course.

Motion: I move to approve Resolution 2023-65-R; A Resolution Awarding the Bartlett Hills Golf Club Irrigation Improvement Bid to Commercial Irrigation Inc.

RESOLUTION 2023-65-R

A RESOLUTION AWARDING THE BARTLETT HILLS GOLF CLUB IRRIGATION IMPROVEMENT BID TO COMMERCIAL IRRIGATION, INC.

BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, pursuant to its home rule authority, as follows:

SECTION ONE: **AWARD.** The bid submitted by Commercial Irrigation, Inc., for the Bartlett Hills Golf Club Irrigation Improvement Project (the "Work") in the amount of \$2,399,600, as set forth on the bid proposal attached hereto as Exhibit A and expressly incorporated herein, is hereby accepted and the contract for the Work is hereby awarded to Commercial Irrigation, Inc., as the lowest responsive and responsible bidder.

SECTION TWO: **APPROVAL.** The Bartlett Hills Golf Club Automatic Irrigation Improvement Project Agreement between the Village of Bartlett and Commercial Irrigation, Inc., a copy of which is appended hereto as Exhibit B and expressly incorporated herein (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

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

NAYS: None

ABSENT: None

PASSED: July 18, 2023

APPROVED: July 18, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, Lorna Giles, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023-65-R enacted on July 18, 2023, approved on July 18, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

EXHIBIT A

Bond No. N/A

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Commercial Irrigation, Inc.
109 Commercial Drive
East Peoria, IL 61611

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto Village of Bartlett
228 S. Main Street
Bartlett IL 60103

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Contract Price

Dollars (\$ 10% of C/P), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Irrigation Improvements to Bartlett Hills Golf Course

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee 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.

Signed and sealed this 5th day of June, 2023

Mary Edinger
Witness

Commercial Irrigation, Inc.
Principal (Seal)

By: [Signature]
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety (Seal)

By: [Signature]
William C. Voorhees Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM C. VOORHEES, COLLINS W. VOORHEES, OF PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds) as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 6TH day of JANUARY, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan P. Letic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 6TH day of JANUARY, 2023, personally came before me, Alan P. Letic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson

Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1829



Signed and sealed at the City of Brookfield, WI this 5th day of June, 2023.

Karen J. Haffner

Assistant Secretary

HEDIGER & MEYERS, INC.

OLD REPUBLIC SURETY COMPANY

(800) 217-1792

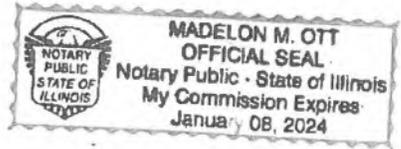
ACKNOWLEDGEMENT BY SURETY

State of ILLINOIS

County of Peoria } ss.:

On the 5th day of June, 2023, before me personally came William C. Voorhees to me known who, being by me duly sworn, did depose and say: that (s)he resides in Peoria COUNTY and is the ATTORNEY-IN-FACT of OLD REPUBLIC SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed under authority of a resolution of the Board of Directors, and (s)he signed her/his name thereto by like order.

Madelon M. Ott
NOTARY PUBLIC





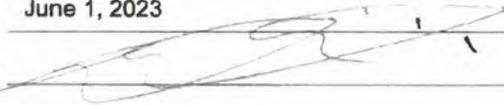
VILLAGE OF BARTLETT
Bartlett Hills Golf Club Irrigation Project
ADDENDUM No. 1
RETURN WITH BID
Issued: 5/17/2023

Addendum Item 1:

Please see the revised bid alternate sheet (attached). This revised bid alternate sheet is replacing pg. 25 of the current Project Manual for Automatic Irrigation Improvement at the Bartlett Hills Golf Course, Bartlett, Illinois.

All bidders must use the revised bid alternate sheet attached to this Addendum No.1 instead of the current bid alternate sheet contained on pg. 25 of the Project Manual. Any bids submitted using the prior version of the bid alternate sheet are subject to rejection as non-conforming bids.

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

Bidder Name: Commercial Irrigation, Inc
Contact Person (Print): Dan Aeschliman President
Date: June 1, 2023
Signature: 



REVISED BID ALTERNATE SHEET

Bid Alternates:

- ALTERNATE ADD/~~DELETE~~ #1 - Removal of existing irrigation equipment (approximately 850 sprinklers)
\$ 25,000.00
- ALTERNATE ADD/~~DELETE~~ #2 - Contractor to utilize existing pump station and install new drop-z piping to tie into new main line with all associated equipment (Contractor to verify sizing of drop-z pipe with Owner prior to installation)
\$ 265,750.00
- ALTERNATE ADD/~~DELETE~~ #3 - System was designed to have in's/out's on fairway edges; Contractor to eliminate PC "out" fairway sprinklers (with exception of right side of #9, left side of #12 and both sides of #18) - approximately (295) PC FWY "outs"
\$ 327,500.00
- ALTERNATE ADD/~~DELETE~~ #4 - Contractor to utilize Toro Flex sprinklers in lieu of Infinity
\$25,400.00 From Base \$7,100.00 From Alt#3
- ALTERNATE ADD/~~DELETE~~ #5 - Utilize fairway loop system in lieu of specified herringbone; 3" fairway tap quantities for loop system as follows:
a. (1) fairway tap - Holes #3, 5, 11 and 18
b. (2) fairway taps - Holes #1, 2, 6, 7, 8, 9, 12, 13, 14, 15 and 17
c. (3) fairway taps - Holes #4, 10, 16 and DR fairway
\$ 217,750.00
- ALTERNATE ADD/~~DELETE~~ #5 - Eliminate (21) Driving Range field sprinklers
\$ 22,500.00

Commodity Pricing:

2" HDPE 4710 DR13.5 Pipe (material unit price only)	\$.88	per lin. Ft**
3" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 1.72	per lin. Ft**
4" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 2.8	per lin. Ft**
6" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 5.97	per lin. Ft**
8" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 9.97	per lin. Ft**
10" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 15.72	per lin. Ft**
12" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ 22.1	per lin. Ft**
14" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ N/A	per lin. Ft**
#14/2 Paige Electric Maxi wire for direct burial in main/lateral line (material unit price only)	\$.333	per lin. Ft.**

****Commodity pricing shall include all applicable taxes at no additional cost to the Owner. Commodity pricing will be reviewed and re-evaluated by club with winning contractor prior to purchasing material.**

FULLY COMPLETE, EXECUTE AND ATTACH ALL OF THE CERTIFICATIONS AND AFFIDAVITS INCLUDED IN SECTION VII.

Project Name	Owner	Contact	Description of Project Work	Phone	Contract Amount	Completion Date	Percentage of Work Performed by Own Forces
		*****SEE ATTACHED*****		*****			

TAX COMPLIANCE AFFIDAVIT

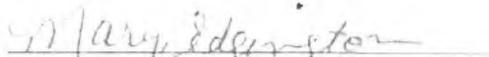
The undersigned, being the duly appointed official of Commercial Irrigation Inc
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is
not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the
Internal Revenue Service.

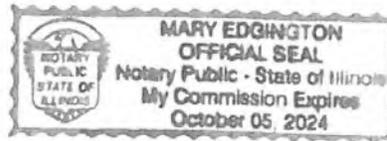

Signature Dan Aeschliman, President

STATE OF ILLINOIS)
) SS.
COUNTY OF Tazexell)

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

Dated: June 2, 2023


Notary Public Mary Edgington



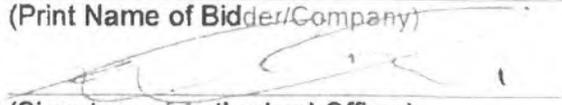
**CERTIFICATION THAT BIDDER
IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO
BID-RIGGING OR BID-ROTATING CONVICTIONS**

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

Dated: June 2, 2023

Commercial Irrigation, Inc

(Print Name of Bidder/Company)


(Signature of Authorized Officer)

Dan Aeschliman

(Printed Name of Signatory)

President

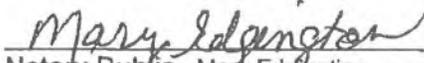
(Title of Signatory)

STATE OF ILLINOIS)
)
COUNTY OF Tazewell)

SS.

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

Dated: June 2, 2023


Notary Public Mary Edgington



**CERTIFICATION THAT BIDDER HAS ADOPTED
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY
AND SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that Commercial Irrigation, Inc (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

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

The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

Commercial Irrigation, Inc

(Print Name of Bidder/Company)



(Signature of Authorized Officer)

Dan Aeschliman

(Printed Name of Signatory)

President

(Title of Signatory)

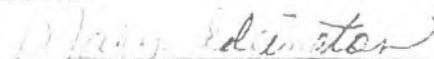
STATE OF ILLINOIS)

COUNTY OF Tazewell)

SS.

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

Dated: June 2, 2023


Notary Public Mary Edgington



**STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111.Rev. Stat., Ch, 127, par. 152.31 1). The Drug Free Workplace Act. Effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contractor grant payments, termination of the contractor grant and debarment of contracting or grant opportunities with the State for at least one(1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee'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 contractor 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.
- (B) Establish a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) 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.
- (F) 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.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.



Signature of Authorized Representative

Commercial Irrigation, Inc

Printed Name of Organization

Dan Aeschliman, President

Printed Name and Title

June 2, 2023

Date

[END OF BIDDER CERTIFICATIONS AND AFFIDAVITS]



1.4 TERMINATION OF CONTRACT

- A. Termination of contract will be written, giving 10 days' notice of contract cancellation. Cancellation can be inferred by the following but is not limited to:
1. Bankruptcy.
 2. Violation of codes, and regulations on local, state or federal levels.
 3. Inability to meet progress schedules.
 4. Progress stopped by legal order. Owner has the right to pursue to finish project and shall be reimbursed for any improvements already paid to Contractor. Owner also reserves the right to pursue any damages obtained by the fair value of the Contractor to perform said contract.

1.5 LIQUIDATED DAMAGES

- A. The liquidated damage provision or \$500.00 per day is intended as a reasonable estimate of the Owner's damages because of the Contractors failure to complete the Work by Completion Date and as a settlement of the actual damages that might arise because of such failure. The parties agree that these damages are reasonable, bear significant relation to the actual damages that Owner might sustain, which damages Contractor and Owner agree would be uncertain and difficult to prove, and is not a penalty for the Contractors failure to perform. The acceptance by Owner of the liquidated damages set forth above shall not be deemed permission for Contractor to continue to violate its covenant to complete the Work by the Completion Date, and shall not preclude the Owner from seeking any other remedy (other than money damages) for such violation including, without limitation, specific performance or termination of the Agreement, which Owner may pursue at any time while the violation continues. If contractor fails to complete the work after a default notice has been issued; the Owner shall be entitled to obtain substitutive performance and may seek recovery of the costs, of such substitutive performance, in addition to the liquidated damages.

1.6 CONTRACTOR'S LIABILITY INSURANCE

CONTRACTOR'S ATTENTION IS DIRECTED TO SECTION VII OF THE AGREEMENT.

1.7 BARTLETT HILLS GOLF CLUB BID FORM – (pages 7-12 to be submitted as bid together with the Certifications and Affidavits Included In Section VII)

Name of Bidder Commercial Irrigation Inc.

Address of Bidder 109 Commercial Dr
E Peoria, IL 61611

BIDS DUE: See Notice to Bidders for Instructions.

INSTALLATION DATES: Irrigation installation work to be determined between Village and Contractor. Weather days shall be granted if working conditions caused by weather and/or acts of nature prohibit the work specified during the scheduled times. Weather days shall only be added to the schedule if approved by the Owner and/or the Owner's Representative. No weather days will be allowed for addition to completion date unless prior approval has been granted.



THE UNDERSIGNED BIDDER declares that he has examined the Drawings, Specifications and Contract Documents attached hereto, the location of the proposed work to be done, the conditions affecting the work, and is fully advised as to the extent and character of the work hazards, labor, transportation and all other factors which apply.

THE UNDERSIGNED FURTHER DECLARES that he has been regularly engaged in irrigation installation work for at least twelve years and has installed twelve complete irrigation systems on 18-hole golf courses in the last three years of size and difficulty similar to this project.

THE UNDERSIGNED FURTHER DECLARES that he is the only person interested in the said bid; that it is made without any connection with any person or persons making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or misrepresentation, and,

HEREBY PROPOSE to furnish all materials, tools, plants, equipment and all necessary labor and supervision required to construct, install, and to complete the work as stipulated in, required by, and in accordance with these Contract Documents and all addenda issued by the Owner and attached hereto, and the plans referred to them.

1.8 UNIT PRICES

All Bidders must provide Unit Prices in this section for all Items. Include the following unit price and alternate information with bid form under separate section.

The undersigned agrees, **if changes to the project** are required and approved by Owner in accordance with requirements of the Contract Documents, that the cost of such changes will be determined on the basis of the following Unit Prices taken times the actual quantity of such materials, installed as a result of such change as measured by the Irrigation Consultant. **The undersigned further agrees that each Unit Price include the cost of all labor, material, sales tax, overhead, profit, insurance, and all other incidentals required to cover the completion of the work of that Unit Price item in accordance with the Drawings, Specifications and Contract Documents, including excavating, trenching and backfilling unless otherwise indicated, the sum of the unit pricing does not equal the total of the lump sum irrigation bid.**

A component of the Lump Sum Bid shall be a (50) large turf head (Sprinklers w/Decoders) contingency. This (50) head contingency shall be bid as all components necessary to install additional head(s), as the Owner or Owner's Representative see fit. These head(s) shall include piping, fittings, swing joints, wiring, splice kits, and other incidentals necessary. This contingency does not include additional controller(s). This expense if needed will be borne by the Owner. Following will be a unit price for this contingency. This contingency shall be included in the Lump Sum Bid but the Owner shall reserve the right to divide the (50) contingency unit price by (50) to determine a credit, if any, at the conclusion of the project

\$ 57,500.00 (50) PC two-wire heads

A component of the Lump Sum Bid shall be a (25) Q.C.V. contingency. This (25) valve contingency shall be bid as all components necessary to install additional Q.C.V(s), as the Owner or Owner's Representative see fit. These valve(s) shall include piping, fittings, swing joints, and other incidentals necessary. This expense if needed will be borne by the Owner.



Following will be a unit price for this contingency. This contingency shall be included in the Lump Sum Bid but the Owner shall reserve the right to divide the (25) contingency unit price by (25) to determine a credit, if any, at the conclusion of the project

	\$ 6450.00	(25) Q.C.V
Mobilization	\$ 50,000.00	site
Specified Watertronics pump station #VTV-7C-60X2/5ST-480-3-1200-120 With all associated equipment - complete (power by Owner)	\$ 265,750.00	per each
Specified pump station turbine column & shaft extension	\$ 774.00	per lin. Ft
Irrigation Contractor to include EC Design Group, Ltd for Construction Observation & Inspection(s) as part of their base bid	\$ 18,500.00	lump sum base bid
Irrigation Contractor to include EC Design Group, Ltd for GPS/GIS Record Drawings & Central Hydraulic Programming As part of their base bid	\$ 22,500.00	lump sum base bid
Irrigation Contractor to include Grow-In/Quick Start Programming by Wholegood Distributor upon Irrigation Consultant & Superintendent approval prior to Irrigation Consultant final map - As part of their base bid	\$ 6,500.00	lump sum base bid
Toro INF35 LSM series part circle gear driven rotor, 1" Body w/1 1/4" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Toro INF54 LSM series full circle gear driven rotor, 1 1/2" Body w/1 1/2" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Toro INF55 LSM series part circle gear driven rotor, 1 1/2" Body w/1 1/2" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 752IC series part circle gear driven rotor, 1 1/4" Body w/1 1/4" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 900IC series full circle gear driven rotor, 1 1/2" Body w/1 1/2" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
Rain Bird 950IC series part circle gear driven rotor, 1 1/2" Body w/1 1/2" swing joint, piping, fittings, 2-wire comm cable and all associated equipment	\$ 1150.00	per each
1" Quick coupler valve with swing joint & stabilizer - complete	\$ 258.00	per each



2" PE Lateral Isolation Assembly (as specified)	\$ 750.00	per each
Clow RW Isolation Valve w/HDPE Extensions (as specified)		
3"	\$ 140.00	per each
4"	\$ 1400.00	per each
6"	\$ 2000.00	per each
8"	\$ 2500.00	per each
10"	\$ 4000.00	per each
12"	\$ 4800.00	per each
14"	\$ na	per each
2" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 7.30	per lin. Ft
3" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 18.50	per lin. Ft
4" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 19.60	per lin. Ft
6" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 26.20	per lin. Ft
8" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 36.00	per lin. Ft
10" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 47.00	per lin. Ft
12" HDPE 4710 DR13.5 Pipe (labor and material)	\$ 55.00	per lin. Ft
14" HDPE 4710 DR13.5 Pipe (labor and material)	\$ na	per lin. Ft
Paige Electric #14/2 type Maxi Decoder wire for underground burial in main line pipe trench	\$.68	per lin. Ft
#6 AWG Solid bare copper wire (only for Smart Hub grounding) (no shielding wire required)	\$ 1.25	per lin. Ft
Paige Electric ground rod assembly w/grounding gem set	\$ 225.00	per each
Paige Electric 36" ground plate assembly w/grounding gem set	\$ 480.00	per each
Paige Electric 96" ground plate assembly w/grounding gem set	\$ 590.00	per each
Toro LSM Smart Hub field satellite - complete w/grounding (as specified and per plan)	\$ 7100.00	per each
Apple iPad/Verizon WiFi with central control application And LifeProof cover - Qty. (2) included in base bid	\$ 1000.00	per each
RF/Solar Weather Station	\$ 7,500.00	Toro per each
(as specified with power, grounding and surge)	\$21,000.00	Rainbird per each



Bermad Air/Vacuum Relief Valve (as specified) (10) on base bid \$ 850.00 per each

TORO LUMP SUM IRRIGATION BID \$ 3,258,100.00
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)
 Three Million Two Hundred Fifty Eight Thousand one Hundred Dollars

RAIN BIRD LUMP SUM IRRIGATION BID \$ 3,330,850.00
(COMPLETE AS PROPOSED ON THE PLANS AND IN THESE SPECIFICATIONS*)
 Three Million Three Hundred Thirty Thousand Eight Hundred Fifty Dollars

**All lump sum bids shall include all applicable taxes, fees and permits and related work at no additional cost to the Owner.*

NOTE: Base price for both Toro and Rainbird assume Cutting Cart Paths at all crossings and replacing with Stone only
 NO Pavement patching included

Rock Clause (where standard vibratory pulling or trenching/backhoe equipment cannot be utilized for installation)

2"	\$	Cost +10%	per lin. Ft
3"	\$	Cost +10%	per lin. Ft
4"	\$	Cost +10%	per lin. Ft
6"	\$	Cost +10%	per lin. Ft
8"	\$	Cost +10%	per lin. Ft
10"	\$	Cost +10%	per lin. Ft
12"	\$	Cost +10%	per lin. Ft
14"	\$	Cost +10%	per lin. Ft

Note: Contractor to list the standard equipment that will be utilized on their base bid installation.

Vermeer RTX 750	
_____	(Vibratory Plow Model #)
Vermeer RTX 750	
_____	(Trenching Plow Model #)
Yanmar VIO55	
_____	(Backhoe Model #)

Removal and replacement of all unsuitable (deleterious) material for backfill (owner supplied replacement material)		\$	Cost +10%		per cu yd
Contractor supplied backfill material		\$	Cost +10%		per cu yd



Bid Alternates:

ALTERNATE ADD/DELETE #1 – Removal of existing irrigation equipment (approximately 850 sprinklers)
\$ 25,000.00

Commodity Pricing:

2" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>.88</u>	per lin. Ft**
3" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>1.72</u>	per lin. Ft**
4" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>2.80</u>	per lin. Ft**
6" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>5.97</u>	per lin. Ft**
8" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>9.97</u>	per lin. Ft**
10" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>15.72</u>	per lin. Ft**
12" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>22.10</u>	per lin. Ft**
14" HDPE 4710 DR13.5 Pipe (material unit price only)	\$ <u>NA</u>	per lin. Ft**
#14/2 Paige Electric Maxi wire for direct burial in main/lateral line (material unit price only)	\$ <u>.333</u>	per lin. Ft.**

*****Commodity pricing shall include all applicable taxes at no additional cost to the Owner. Commodity pricing will be reviewed and re-evaluated by club with winning contractor prior to purchasing material.***

FULLY COMPLETE, EXECUTE AND ATTACH ALL OF THE CERTIFICATIONS AND AFFIDAVITS INCLUDED IN SECTION VII.



EXHIBIT B

BARTLETT HILLS GOLF CLUB AUTOMATIC IRRIGATION IMPROVEMENT PROJECT AGREEMENT

This Bartlett Hills Golf Club Automatic Irrigation Project Improvements Agreement (the "Agreement") is entered as of this 20 day of June, 2023, by and between the VILLAGE OF BARTLETT, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the "Village" or "Owner") and COMMERCIAL IRRIGATION, INC., an Illinois corporation (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. "Project Work" shall mean remove existing and provide complete, assembled and installed pump station with all associated equipment (power by Owner). Remove all existing irrigation components and provide complete, installed two-wire central control system, (2) Apple iPads w/LifeProof case, RF/solar weather station, sprinklers, HDPE mainline and laterals and all associated equipment for the proper operation of an automatic sprinkler system, and all ancillary work on the Project Site, to be performed in strict compliance with the below defined Contract Documents (the "Project Work").
- B. "Project Site" shall mean the Bartlett Hills golf Course, 800 West Oneida Avenue, Bartlett, Illinois, 60103.
- C. "Contract Documents" shall mean each of the following described documents each of which is set forth in the Project Manual for the Automatic Irrigation Improvements dated May 3, 2023, including, but not limited to:
 - i. Notice to Bidders
 - ii. General Terms and Conditions
 - iii. General Requirements
 - iv. Specifications for the Automatic Irrigation Improvements Project at Bartlett Hills Golf Club, Bartlett, Illinois, broken down into the following sections:
 - I. General Conditions
 - II. Bidding Instructions
 - III. Project Closeout
 - IV. Irrigation System Parts 1 - 3
 - V. Electrical Parts 1 - 2
 - VI. Pump Station Parts 1 - 4
 - VII. Bidder Certifications and Affidavits Pg 55 - 62
 - VIII. Appendix - Project Agreement Pg 63 - 81



- v. Drawings included in the Project Manual and any other drawing entitled "Bartlett Hills Golf Club" prepared by EC Design Group dated April 3, 2023, last revised consisting of 11 sheets.
 - vi. Contractor's Bartlett Hills Golf Club Bid Proposal dated June 2, 2023, including the following Bidder certifications:
 - (a) Affidavit of Experience/Minimum Qualification Document.
 - (b) Substance Abuse Prevention on Public Works Project Act.
 - (c) Contractor Compliance Attachment.
 - (d) Certification That Bidder is Not Barred From Public Contracting Due to Bid Rigging or Bid Rotating.
 - (e) Certification of Bidder Regarding Equal Employment Opportunity Instructions.
 - (f) Certification That Bidder has Adopted and Maintains a Written Sexual Harassment Policy.
 - (g) State of Illinois Drug Free Workplace Certification.
 - (h) Tax Compliance Affidavit.
 - vii. Attached Addendum No.1 issued prior to receipt of bids.
 - viii. This Bartlett Hills Golf Course Automatic Irrigation Improvement Agreement.
 - ix. The Performance Bond and the Labor and Material Payment Bond.
 - x. All documents set forth in the Project Manual for the Automatic Irrigation Improvements Project prepared by EC Design Group, dated April 3, 2023 (the "Project Manual") which is expressly incorporated herein by reference,
- D. "Professional Irrigation Consultant" or "Consultant" shall mean Erik Christiansen Design Group, Ltd., 400 5th Street, West Des Moines, IA, 50265, phone 515-225-6365.
2. Completion Date.
- A. Contractor shall complete the Project Work in strict compliance with the Contract Documents on or before September 1, 2024. Time is of the essence of this Agreement.



3. Contract Sum and Payment Terms.

- A. The contract sum for the Project Work is **\$2,399,600**, consisting of the Base Bid and deleting Alternates # 1, 2, 3, 5, and 6, as selected by the Owner (the "Contract Sum"). The Contract Sum includes all costs attributable to the Project Work, Repair Work, Restoration Work and Warranty Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, as built drawings, testing, removal and disposal of construction debris, warranties, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.
- B. Contractor shall provide monthly invoices to the Village throughout the Project Work. It shall be a condition precedent to the Village's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner's Representative, with copies to the Professional Irrigation Consultant, not less than seven (7) days prior to 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 and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Professional Irrigation Consultant may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until the Professional Irrigation Consultant determines 50% of the Project Work has been completed, after which the retainage shall be reduced to 5%, until final acceptance has been made by the Village. Payments shall be further reduced by such additional amounts as Professional Irrigation Consultant and/or 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.
 - (iii) Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project Work and from all material suppliers that supplied material in connection with the Project covering such period. Trailing Waivers of Lien will not be accepted.
 - (iv) All of the Contractor's Progress Payment Documents shall be sworn to and notarized.
 - (v) Such additional documentation and/or information requested by the Village and/or Professional Irrigation Consultant relative to said payment and/or as otherwise required under the Contract Documents.
 - (vi) proof that Certified Payrolls (defined below) have been filed with the Illinois department of Labor ("IDOL") by the Contractor and its subcontractor(s) for the applicable pay periods.



- C. No payments shall be made by the Village for any materials, goods, supplies and/or equipment until said materials, goods, supplies and/or equipment have been incorporated into the Project Work and are otherwise in strict compliance with the Contract Documents, and further subject to the requirements of this Section 3.
- D. Upon substantial completion, Contractor shall comply with Article 6.III. of the Specifications under the heading "Project Closeout". Prior to Final Acceptance all work required shall be completed. With the Contractor's Final Payment Request in addition to the items listed in Article III Section 1.3, Contractor shall submit the following documentation to the Village:
- i. An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the Contractor's right to payment as the Village and/or the Professional Irrigation Consultant 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. Payments shall be further reduced by such additional amounts as Professional Irrigation Consultant and/or Village determines for non-conforming work and unsettled claims.
 - ii. General Contractor's Sworn Statement in form customarily used by Chicago Title & Trust Company, and final lien waivers from: (a) Contractor; (b) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work; and (c) all suppliers that furnished materials and/or equipment in connection with the Project Work; proof of filing of Certified Payrolls with the Illinois Department of labor (the "IDOL") from Contractor and all subcontractors that furnished labor in connection with the Project as required in Subsection G; and such other documentation required under the Contract Documents and/or required by Owner and/or Professional Irrigation Consultant (collectively, the "Final Payment Request Documentation").
 - iii. Contractor shall perform testing and demonstrations, and submit all reports, certifications and documentation required under the Contract Documents, the cost of which is included in the Contract Sum.
 - iv. Following receipt of the Final Payment Request Documentation and all certifications, testing, reports, guaranties, as-built drawings and all documents and submittals required under the Contract Documents, and following the Village and Professional Irrigation Consultant's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Village shall tender payment to the Contractor of the balance of the Contract Sum, subject to the terms and conditions herein.
- E. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Professional Irrigation Consultant have determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any



required Restoration Work, and for any unsettled claims, and further subject to the conditions herein.

- F. Payments shall be further contingent upon the consent of the surety issuing the Performance Bond and the Labor and Material Payment Bond hereunder to said payment. Any amounts required to be withheld from said payment by the surety or the issuer shall be withheld without any liability to the Village.
 - G. In the event the Contractor, Village and/or Professional Irrigation Consultant 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), letter of credit or cash bond 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 attorney and with an indemnification agreement and an additional mechanic's lien bond, letter of credit or cash bond in form approved by the Village attorney and issued by a surety company or issuer acceptable to the Village.
 - H. It shall also be a condition precedent to any payment hereunder that Contractor and its subcontractors must complete and submit certified payrolls to the Illinois Department of Labor covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) or utilizing IDOL's portal (the "Certified Payrolls"). The Village will not process or release any payments prior to receiving proof that all Certified Payrolls have been filed with the IDOL relative to each applicable pay application.
 - I. Notwithstanding the foregoing, in no event shall the Village's acceptance of the Project Work, Contractor's Progress Payment Documents, Contractor's Final Payment Request Documentation, and/or any certification and/or the Village's payments to Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.
- 4. Intentionally Omitted.
 - 5. 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, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.
 - 6. Compliance With Law. All goods, equipment, materials, and all labor furnished by Contractor and Contractor's Agents (defined below) shall comply with all applicable



federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Village of Bartlett Ordinances, including but not limited to the DuPage County Stormwater Ordinance, as amended, adopted by and incorporated by reference into the Village of Bartlett codes, ordinances and regulations, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties 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 Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its Village President and Board of Trustees, officials, officers, employees, and volunteers, and Erik Christiansen Design Group, Ltd., and its officers, directors, shareholders, employees and agents (collectively, the "Indemnified Parties" or individually an "Indemnitee"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work, including without limitation the Project Work, the Repair Work, the Punch List Work, and/or the Warranty Work provided hereunder caused in whole or in part by any negligent act 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, "Contractor's Agents"); except where caused by the active negligence, sole negligence or willful misconduct of the Village, or with respect to the Professional Irrigation Consultant as the Indemnitee, except to the extent that the claim is caused by the negligence, recklessness or willful misconduct of the Consultant. In the event of any such suit, Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom 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. 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.
8. 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.

9. **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. Notwithstanding the forgoing, it shall be Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.
10. **Investigations by Contractor.** Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, Project Site inspection, equipment inspection, and represents and warrants that the Contractor Documents and depictions are adequate and the required results can be produced under the Contract Documents and requirements herein. 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.
11. **Insurance.** Contractor shall procure and maintain for the duration of the Agreement, 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 Project Work hereunder by the Contractor, its agents, representatives, employees, subcontractors, and material suppliers, or any of them.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be not less than \$5,000,000. If Contractor maintains said types and breadth of CGL coverage but with limits of only \$2,000,000 per occurrence and \$4,000,000 aggregate CGL coverage, Contractor can satisfy the CGL aggregate coverage requirements if in addition to said \$2,000,000/\$4,000,000 limits Contractor also maintains excess umbrella liability coverage of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate limit.
2. **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.



3. **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.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, 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 Village.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Village. At the option of the Village, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Village, 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 Village.

C. Other Insurance Provisions

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

1. **The Village of Bartlett and its Village President and Board of Trustees, officers, officials, employees, and volunteers, and Erik Christianson Design Group, Ltd. and its officers, directors, shareholders, employees, and subconsultants (collectively, the "Additional Insureds") 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, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Village.

D. Claims Made Policies

CGL coverage shall be on an occurrence basis. If any other coverage required is written on claims-made coverage form the following shall apply thereto:

1. The retroactive date must be shown and must be before the execution date of the contract or the beginning of the Project Work.



2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Project Work.
3. If coverage is cancelled 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 the Project Work.
4. A copy of the claims reporting requirements must be submitted to the Village for review and approval.

E. Acceptability of Insurers

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

F. Waiver of Subrogation

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

G. Verification of Coverage

Contractor shall furnish the Village 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 Village 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 Village reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. 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.

I. Insurance Requirements Cannot be Waived by Village.

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:

1. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
2. failing to review any Certificates of Insurance received;
3. 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; or



4. 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 is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village and/or any of the other Additional Insured.

J. 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 does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured, 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.

K. Notice of Personal Injury or Property Damage.

Contractor shall notify the Village, 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.

L. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, except the amount of CGL insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage, and Contractor shall ensure that the Village is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

12. Performance Bond, Labor and Material Payment Bond. Prior to commencement of the Project Work, Contractor shall furnish the Village with a Performance Bond and Payment Bond each in the amount of 110% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Project Work and the Contract, and the payment of all labor and materials furnished for the Project Work, Warranty Work, Repair Work and/or Restoration Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds are included in the Contract Sum set forth in paragraph 3.



13. Illinois Prevailing Wage Act

- A. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, Restoration Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01, *et seq.*) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.
- B. 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 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 Wages. Any increase in costs to the Contractor due to changes in the Prevailing 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. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the IDOL in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"), and providing proof of filing of Certified Payrolls with the IDOL to the Village with each applicable application. Copies of the 3/1/2023 prevailing wage rates for Cook County, Illinois are attached hereto. Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates as may be applicable to a given pay period are available at IDOL's website: <http://www.state.il.us/agency/idol/rates/rates.HTM>.

14. Warranty.

- A. Contractor shall assign all manufacturers' warranties for the Project Work to the Village. Notwithstanding such assignments, Contractor expressly warrants to the Village that all materials, supplies and all labor furnished on or for the Project Work will be free from defects, and Contractor shall repair and/or replace such defective supplies, materials and/or Project Work, at no cost to the Village for a period of one (1) year commencing upon the final acceptance of the Project Work by the Village, and two (2) years after said acceptance for the pump station and the restoration of all settlement from acceptance as well as all pipe and/or fitting failure and materials to cover pipe/fittings failures due to defective material or faulty workmanship. All PW work not meeting industry standards shall be removed and replaced at no charge to the Owner. These warranties are in addition to, and not in lieu of, the warranties set forth in the Project Manual, including the manufacturer



warranty set forth in Section 3.9 of the Specifications, and/or Drawings. Project Work performed under these warranties and/or those set forth in the Project Manual and/or Drawings are hereinafter referred to as "Warranty Work". All Warranty Work shall be completed within fourteen (14) days of Contractor's receipt of notice from the Village demanding the Warranty Work, weather permitting (the "Warranty Completion Date").

- B. If the Drawings and/or Specifications provide for methods of construction, installation, materials, etc., which the Contractor cannot warrant for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting its 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.
15. Default. In the event of default hereunder, the non-defaulting party shall be entitled to all remedies available at law and/or equity, including recovery of its reasonable attorney's fees and costs.
16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:
Dan Aeschliman
Commercial Irrigation, Inc.
109 Commercial Drive
East Peoria, IL 61611

If to Professional Irrigation Consultant:
Erik Christiansen Design Group, Ltd.
400 5th Street
West Des Moines, IA, 50265
Attn: Erik Christiansen
Phone: 515-225-6365
Email: erik@ecdesigngroup.com

If to the Village:
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Attn: Matt Giermak
Email: mgiermak@bartlett.il.gov

With a copy to:
Kurt S. Asprooth
Ancel Glink, P.C.
140 S. Dearborn Street
Chicago, IL 60603
Email: kasprooth@ancelglink.com



Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. Contractor shall repair any damage to the Project Site and/or any other Village property attributable to acts and/or omissions of Contractor and/or Contractor's Agents and/or otherwise attributable to the Project Work and/or Warranty Work (the "Repair Work"). The Repair Work shall be completed within five (5) days of the Contractor and/or Contractor's Agent causing such damage (the "Repair Completion Date").
18. Punch List Work. Punch List Work shall mean the work created at Project Closeout.
20. Limitation on the Village'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 other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.
21. Hazardous Substances and Material Safety Data Sheets.
 - A. 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 or controlled by the Village (collectively, "Subject Property") by Contractor and/or Contractor's Agents. If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject 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 above defined Indemnified Parties 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.

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



C. When applicable, the Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law (820 ILCS 255/1, et seq., 820 ILCS 220/0.01, et seq., and 820 ILCS 225/0.1, et seq.)

22. 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.

23. Change Orders.

A. 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 Project Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Professional Irrigation Consultant. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village President and Board of Trustees ("Corporation 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 Project 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 or the Corporate Authorities.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of Project Work by the Contractor not involving subcontractors.
- ii. Five percent (5%) for Project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the Contractor may add five (5%).



24. 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 and Project Work required by this Agreement according to its own independent judgment. Contractor acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. Neither the Village nor Professional Irrigation Consultant shall 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 Project Site and all other persons who may be affected thereby. The Professional Irrigation Consultant shall not have any authority to stop the work of the Contractor or the work of any subcontractor on the Project.

25. **Exhibits and Contract Documents.** All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

26. **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 Agreement.

27. **No Waiver of Immunities and/or Privileges.** 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 and/or any of its officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.



28. Illinois Human Rights Act. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and Contractor represents and warrants to the Village as follows:
- A. That it will not discriminate against any employees or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
 - B. That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized
 - C. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin, or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to a certain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 - G. That it will include verbatim or by reference the provisions of these clauses in every subcontracting awards under which any portion of the Contract obligations are undertaken or assumed, so that each provision will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by



the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

29. 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.
30. 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.
31. Completion Date. The Contractor shall commence the work with authorization from the Owner pending delivery of the signed Agreement, requisite insurance, performance bond, and payment bond approved by the Owner, and issuance of a Notice to Proceed. The Project Work shall be completed by September 1, 2024.
32. 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.
33. Work by Trade Unions. If the Project Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to the 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 Project 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.
34. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Village or the Contractor, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to pandemic, epidemic, strikes, riots, acts of god, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of the parties including, without limitation, inclement climatic conditions and delays in the issuance of permits and approvals.



35. Miscellaneous

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. 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.
- C. 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.
- D. 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.
- E. In construing this Agreement, section headings shall be disregarded.
- F. Time is of the essence of this Agreement and every provision contained herein.
- G. If any clause, phrase, provision or portion of this Agreement 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 Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- H. 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.
- I. **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.
- J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.
- K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.



VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

Lorna Gilles, Village Clerk

COMMERCIAL IRRIGATION, INC.

By: _____
Name:
Title:

Attest:

Name:
Title: