Agenda Item Executive Summary

Item Name 2022 Water Main Replacement Project

Committee or Board: Board

BUDGET IMPACT			
Amount:	$1,047,587.50	*Budgeted*	$1,200,000.00
List what fund	Water Fund		

EXECUTIVE SUMMARY

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

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

The qualified bids ranged from $1,047,587.50 to $1,664,905.00, with Gerardi Sewer and Water Co. being the lowest bidder. Gerardi has satisfactorily completed projects for the Village in the past and has completed jobs of similar size and scope for other municipalities in the Chicagoland area.

RECOMMENDATION

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

ATTACHMENTS (PLEASE LIST)

Memo

Bid Tab

Resolution

Project Agreement

ACTION REQUESTED

For Discussion Only

✓ Resolution

Ordinance

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

Staff: Nick Talarico, Civil Engineer Date: 5/31/2022

PUBLIC WORKS

Memo

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

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

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

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

RECOMMENDATION

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

MOTION

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

VILLAGE OF BARTLETT

2022 Water Main Replacement Project

BID TABULATION

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

Item No.	Items	Unit	Quantity	GERARDI SEWER & WATER CO. 1785 Armitage Ct. Addison, IL 60101		HOLIDAY SEWER & WATER CONSTRUCTION, INC. 1000 N. Rand Rd. - Suite 116 Wauconda, IL 60084		J. CONGDON SEWER SERVICE, INC. 170-A Alexandra Way Carol Stream, IL 60188		MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Rd. Des Plaines, IL 60016		PERFORMANCE CONSTRUCTION & ENGINEERING 217 W. John St. Plano, IL60545		CERNIGLIA CO. 3421 W. Lake St. Melrose Park, IL 60160		H. LINDEN AND SONS SEWER & WATER, INC. 722 E. South St. - Unit D Plano, IL 60545		COPENHAVER CONSTRUCTION CO. 75 Koppie Drive Gilberts, IL 60136		A LAMP CONCRETE CONTRACTORS, INC. 1900 Wright Blvd. Schaumburg, IL 60193	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$75,000.00	$75,000.00	$20,000.00	$20,000.00	$130,000.00	$130,000.00	$65,000.00	$65,000.00	$171,475.75	$171,475.75	$26,000.00	$26,000.00	$200,000.00	$200,000.00	$235,000.00	$235,000.00	$278,000.00	$278,000.00
2	CONSTRUCTION INFORMATION SIGN	EA	6	$450.00	$2,700.00	$250.00	$1,500.00	$1,500.00	$9,000.00	$1,000.00	$6,000.00	$750.00	$4,500.00	$600.00	$3,600.00	$400.00	$2,400.00	$500.00	$3,000.00	$400.00	$2,400.00
3	INLET FILTERS	EA	35	$50.00	$1,750.00	$25.00	$875.00	$25.00	$875.00	$150.00	$5,250.00	$125.00	$4,375.00	$210.00	$7,350.00	$140.00	$4,900.00	$120.00	$4,200.00	$15.00	$525.00
4	TREE TRUNK PROTECTION	EA	27	$100.00	$2,700.00	$105.00	$2,835.00	$220.00	$5,940.00	$100.00	$2,700.00	$350.00	$9,450.00	$300.00	$8,100.00	$200.00	$5,400.00	$100.00	$2,700.00	$50.00	$1,350.00
5	TREE ROOT PRUNING	EA	13	$110.00	$1,430.00	$105.00	$1,365.00	$150.00	$1,950.00	$100.00	$1,300.00	$250.00	$3,250.00	$142.00	$1,846.00	$110.00	$1,430.00	$10.00	$130.00	$50.00	$650.00
6	TRENCH BACKFILL	CY	2868	$20.00	$57,360.00	$0.01	$28.68	$0.01	$28.68	$30.00	$86,040.00	$30.00	$86,040.00	$29.00	$83,172.00	$35.00	$100,380.00	$0.01	$28.68	$1.00	$2,868.00
7	D.I. WATER MAIN, CLASS 52, 8"	FT	3585	$100.00	$358,500.00	$125.00	$448,125.00	$130.00	$466,050.00	$105.00	$376,425.00	$120.00	$430,200.00	$87.00	$311,895.00	$131.00	$469,635.00	$165.00	$591,525.00	$117.00	$419,445.00
8	D.I. 11.25 DEGREE BEND, MJ, 8"	EA	1	$400.00	$400.00	$5.00	$5.00	$0.01	$0.01	$500.00	$500.00	$450.00	$450.00	$560.00	$560.00	$800.00	$800.00	$970.00	$970.00	$285.00	$285.00
9	D.I. 22.5 DEGREE BEND, MJ, 8"	EA	3	$750.00	$2,250.00	$5.00	$15.00	$0.01	$0.03	$500.00	$1,500.00	$475.00	$1,425.00	$455.00	$1,365.00	$800.00	$2,400.00	$930.00	$2,790.00	$300.00	$900.00
10	D.I. 45 DEGREE BEND, MJ, 8"	EA	15	$750.00	$11,250.00	$5.00	$75.00	$0.01	$0.15	$500.00	$7,500.00	$475.00	$7,125.00	$460.00	$6,900.00	$800.00	$12,000.00	$910.00	$13,650.00	$310.00	$4,650.00
11	D.I. TEE, MJ, 8"x8"x8"	EA	5	$1,500.00	$7,500.00	$5.00	$25.00	$0.01	$0.05	$850.00	$4,250.00	$700.00	$3,500.00	$770.00	$3,850.00	$1,000.00	$5,000.00	$1,500.00	$7,500.00	$525.00	$2,625.00
12	STEEL CASINGS, 16"	FT	40	$150.00	$6,000.00	$85.00	$3,400.00	$75.00	$3,000.00	$300.00	$12,000.00	$120.00	$4,800.00	$165.00	$6,600.00	$156.00	$6,240.00	$240.00	$9,600.00	$280.00	$11,200.00
13	WATER MAIN QUALITY STORM SEWER, 12"	FT	110	$90.00	$9,900.00	$75.00	$8,250.00	$60.00	$6,600.00	$120.00	$13,200.00	$100.00	$11,000.00	$62.00	$6,820.00	$141.00	$15,510.00	$150.00	$16,500.00	$200.00	$22,000.00
14	WATER MAIN QUALITY STORM SEWER, 15"	FT	40	$150.00	$6,000.00	$85.00	$3,400.00	$70.00	$2,800.00	$150.00	$6,000.00	$125.00	$5,000.00	$80.00	$3,200.00	$205.00	$8,200.00	$190.00	$7,600.00	$270.00	$10,800.00
15	WATER MAIN QUALITY STORM SEWER, 24"	FT	20	$225.00	$4,500.00	$150.00	$3,000.00	$150.00	$3,000.00	$400.00	$8,000.00	$200.00	$4,000.00	$210.00	$4,200.00	$410.00	$8,200.00	$310.00	$6,200.00	$455.00	$9,100.00
16	8" GATE VALVE IN VALVE VAULT, TYPE A, 5'-DIAMETER WITH TYPE 1 FRAME, CLOSED LID	EA	10	$5,000.00	$50,000.00	$4,500.00	$45,000.00	$4,500.00	$45,000.00	$6,000.00	$60,000.00	$5,500.00	$55,000.00	$9,000.00	$90,000.00	$6,000.00	$60,000.00	$7,600.00	$76,000.00	$7,300.00	$73,000.00
17	FILLING VALVE VAULTS	EA	13	$300.00	$3,900.00	$100.00	$1,300.00	$250.00	$3,250.00	$250.00	$3,250.00	$300.00	$3,900.00	$600.00	$7,800.00	$1,000.00	$13,000.00	$200.00	$2,600.00	$750.00	$9,750.00
18	FIRE HYDRANT WITH AUXILIARY VALVE, VALVE BOX AND TEE	EA	9	$7,500.00	$67,500.00	$8,000.00	$72,000.00	$7,000.00	$63,000.00	$9,500.00	$85,500.00	$7,800.00	$70,200.00	$12,000.00	$108,000.00	$6,800.00	$61,200.00	$9,500.00	$85,500.00	$10,250.00	$92,250.00
19	FIRE HYDRANTS TO BE REMOVED	EA	9	$600.00	$5,400.00	$100.00	$900.00	$500.00	$4,500.00	$600.00	$5,400.00	$750.00	$6,750.00	$2,000.00	$18,000.00	$750.00	$6,750.00	$1,900.00	$17,100.00	$700.00	$6,300.00
20	CONNECTION TO EXISTING WATER MAIN	EA	7	$4,500.00	$31,500.00	$4,500.00	$31,500.00	$5,000.00	$35,000.00	$4,000.00	$28,000.00	$4,500.00	$31,500.00	$16,000.00	$112,000.00	$5,000.00	$35,000.00	$6,800.00	$47,600.00	$3,700.00	$25,900.00
21	ABANDON EXISITING WATER MAIN CONNECTION	EA	7	$500.00	$3,500.00	$1,500.00	$10,500.00	$4,500.00	$31,500.00	$1,000.00	$7,000.00	$1,200.00	$8,400.00	$3,500.00	$24,500.00	$2,000.00	$14,000.00	$2,000.00	$14,000.00	$1,250.00	$8,750.00
22	WATER SERVICE CONNECTION, PARTIAL, 1" (SHORT)	EA	7	$1,600.00	$11,200.00	$3,000.00	$21,000.00	$2,800.00	$19,600.00	$2,600.00	$18,200.00	$2,500.00	$17,500.00	$2,300.00	$16,100.00	$3,500.00	$24,500.00	$4,200.00	$29,400.00	$3,800.00	$26,600.00
23	WATER SERVICE CONNECTION, PARTIAL, 1" (LONG)	EA	27	$2,750.00	$74,250.00	$3,500.00	$94,500.00	$3,000.00	$81,000.00	$3,700.00	$99,900.00	$3,500.00	$94,500.00	$2,800.00	$75,600.00	$5,000.00	$135,000.00	$4,900.00	$132,300.00	$5,050.00	$136,350.00
24	WATER SERVICE CONNECTION, COMPLETE, 1" (SHORT)	EA	5	$6,500.00	$32,500.00	$10,000.00	$50,000.00	$5,800.00	$29,000.00	$10,000.00	$50,000.00	$4,000.00	$20,000.00	$6,100.00	$30,500.00	$3,000.00	$15,000.00	$4,600.00	$23,000.00	$17,000.00	$85,000.00
25	WATER SERVICE CONNECTION, COMPLETE, 1" (LONG)	EA	8	$7,250.00	$58,000.00	$11,000.00	$88,000.00	$6,500.00	$52,000.00	$12,000.00	$96,000.00	$5,000.00	$40,000.00	$6,400.00	$51,200.00	$5,000.00	$40,000.00	$5,300.00	$42,400.00	$18,000.00	$144,000.00
26	INTERIOR CONNECTION WITH NEW WATER METER AND BALL VALVES	EA	13	$500.00	$6,500.00	$1,300.00	$16,900.00	$3,000.00	$39,000.00	$1,300.00	$16,900.00	$2,200.00	$28,600.00	$7,000.00	$91,000.00	$3,800.00	$49,400.00	$4,500.00	$58,500.00	$6,500.00	$84,500.00
27	INTERIOR COPPER PIPE	FT	130	$10.00	$1,300.00	$10.00	$1,300.00	$50.00	$6,500.00	$50.00	$6,500.00	$30.00	$3,900.00	$14.00	$1,820.00	$75.00	$9,750.00	$95.00	$12,350.00	$50.00	$6,500.00
28	RELOCATE CURB STOP	EA	3	$400.00	$1,200.00	$500.11	$1,500.33	$500.00	$1,500.00	$2,000.00	$6,000.00	$750.00	$2,250.00	$2,000.00	$6,000.00	$1,500.00	$4,500.00	$1,200.00	$3,600.00	$4,200.00	$12,600.00
29	DETECTABLE WARNINGS	SF	64	$40.00	$2,560.00	$40.00	$2,560.00	$40.00	$2,560.00	$50.00	$3,200.00	$35.00	$2,240.00	$60.00	$3,840.00	$48.00	$3,072.00	$40.00	$2,560.00	$35.00	$2,240.00
30	PCC SIDEWALK, REMOVE AND REPLACE, 5"	SF	1158	$10.00	$11,580.00	$10.00	$11,580.00	$10.00	$11,580.00	$13.00	$15,054.00	$12.00	$13,896.00	$15.00	$17,370.00	$20.00	$23,160.00	$16.00	$18,528.00	$9.50	$11,001.00
31	PCC DRIVEWAY PAVEMENT, REMOVE AND REPLACE, 6"	SY	25	$99.00	$2,475.00	$100.00	$2,500.00	$99.00	$2,475.00	$125.00	$3,125.00	$100.00	$2,500.00	$150.00	$3,750.00	$140.00	$3,500.00	$130.00	$3,250.00	$150.00	$3,750.00
32	COMBINATION CONCRETE CURB AND GUTTER, REMOVE AND REPLACE	FT	305	$70.00	$21,350.00	$70.00	$21,350.00	$70.00	$21,350.00	$90.00	$27,450.00	$50.00	$15,250.00	$62.00	$18,910.00	$48.00	$14,640.00	$39.00	$11,895.00	$52.00	$15,860.00
33	HMA PARTIAL DEPTH PATCH, BINDER, 2"	SY	3,019	$14.50	$43,775.50	$18.00	$54,342.00	$18.00	$54,342.00	$21.00	$63,399.00	$15.50	$46,794.50	$18.00	$54,342.00	$29.00	$87,551.00	$20.00	$60,380.00	$22.00	$66,418.00
34	HMA PARTIAL DEPTH PATCH, SURFACE, 2"	SY	3019	$16.00	$48,304.00	$13.00	$39,247.00	$12.90	$38,945.10	$18.00	$54,342.00	$16.25	$49,058.75	$20.00	$60,380.00	$29.00	$87,551.00	$20.00	$60,380.00	$23.00	$69,437.00
35	TOPSOIL FURNISH AND PLACE, 4"	SY	942	$10.00	$9,420.00	$10.00	$9,420.00	$6.00	$5,652.00	$10.00	$9,420.00	$6.00	$5,652.00	$6.50	$6,123.00	$6.00	$5,652.00	$4.00	$3,768.00	$6.00	$5,652.00
36	SODDING, SALT TOLERANT	SY	942	$15.00	$14,130.00	$10.00	$9,420.00	$14.00	$13,188.00	$16.00	$15,072.00	$14.00	$13,188.00	$15.50	$14,601.00	$16.00	$15,072.00	$14.00	$13,188.00	$13.00	$12,246.00
37	SUPPLEMENTAL WATERING	UNIT	3	$1.00	$3.00	$20.00	$60.00	$100.00	$300.00	$100.00	$300.00	$10.00	$30.00	$50.00	$150.00	$1.00	$3.00	$0.01	$0.03	$1.00	$3.00
	AS READ TOTAL			$1,047,587.50		$1,077,778.01		$1,190,486.02		$1,269,677.00		$1,277,700.00		$1,287,444.00		$1,550,796.00		$1,619,692.71		$1,664,905.00	
	TOTAL			$1,047,587.50		$1,077,778.01		$1,190,486.02		$1,269,677.00		$1,277,700.00		$1,287,444.00		$1,550,796.00		$1,619,692.71		$1,664,905.00	

RESOLUTION 2022 - _____

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

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

SECTION ONE: 2022 Water Main Replacement Project Agreement dated June 7, 2022, between the Village of Bartlett and Gerardi Sewer and Water Co. (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: June 7, 2022

APPROVED: June 7, 2022

_____
Kevin Wallace, Village President

ATTEST:

_____
Lorna Giless, Village Clerk

CERTIFICATION

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

_____
Lorna Giless, Village Clerk

2022 WATER MAIN REPLACEMENT
PROJECT AGREEMENT

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

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

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

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

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

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before October 1, 2022.

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

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

2. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any

additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

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

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors

of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

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

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

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent

permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

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

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

1. Commercial General and Umbrella Liability Insurance.

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

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

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

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

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

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

2. Continuing Completed Operations Liability Insurance.

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

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

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

3. Business Auto Liability Insurance.

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

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

4. Workers Compensation and Employees Liability Insurance.

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

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

5. Excess Umbrella Liability Insurance Coverage.

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

6. General Insurance Provisions.

a. Evidence of Insurance

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

insurance requirements set forth above.

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

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

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

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

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

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

b. Acceptability of Insurers

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

c. Cross-Liability Coverage

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

d. Deductibles and Self-Insured Retentions

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

e. The Village Shall Not Waive Any Rights of Subrogation

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

f. Failure to Comply with Insurance Reporting Provisions

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

g. All Insurance Obtained Shall Apply Separately to Each Insured

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

h. Insurance Requirements cannot be Waived

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

i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;

ii. failing to review any Certificates of Insurance received;

iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or

iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

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

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

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums.

Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

j. Notice of Personal Injury or Property Damage

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

k. Subcontractors

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

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

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

J. Default.

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

L. Limitation on the Owner's Liability.

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

M. Hazardous Substances.

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.
Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Contract.

N. Delays in Project Work.

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

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

O. Change Orders.

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

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

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

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

precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby.

R. Exhibits and Contract Documents.

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

S. Assumption of Liability.

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

T. Severability

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

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

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

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

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

W. Clean Air Act and Federal Water Pollution Control Act

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

X. Removal and Disposal

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

Y. Work by Trade Unions

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

Z. Illinois Human Rights Act.

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

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

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

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

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

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

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

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

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

Z-1. Guarantee.

(1) Except as otherwise specified, the contractor shall guarantee workmanship and materials for a period one (1) year for all items from date of final acceptance by the Village. The Work shall be left in perfect order at completion and acceptance. Neither the final payment nor termination of the guarantee period, nor any provision in the Contract document shall relive the Contractor of the responsibility for negligence, faulty materials, or workmanship within the extent and period provided by law, and upon written notice it shall remedy any defects due thereto, and shall pay all expenses for any damage to other work resulting therefrom.

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

Z-2 Miscellaneous.

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

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

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

County, Illinois.

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

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

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

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

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

VILLAGE OF BARTLETT:	GERARDI SEWER AND WATER CO.
By: _____ Kevin Wallace Village President	By: _____ Title: _____
Attest:	Attest:
By: _____ Lorna Giless, Village Clerk	_____ Title: _____
Date:_____	Date:_____