

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: **Sanitary Sewer Main Lining Agreement**
Date: March 28, 2022

BACKGROUND

On February 17, 2021, the municipalities of Bartlett, Roselle and Lombard opened bids for a joint Sewer Lining project through the DuPage Mayors & Managers Conference ad hoc group - the DuPage Municipal Partnering Initiative, to line the remaining un-lined eight-inch (8") sanitary sewer main in Cook County and the 8" in the Country Creek subdivision.

Three (3) bids were received ranging from \$641,948.10 - \$789,360.30 for all work in the communities. The contractor selected was Hoerr Construction, Inc. of Peoria, IL. Bartlett's contract also included an automatic renewal if all work and pricing remained constant.

Due to the fluctuations and material shortages, Hoerr requested to utilize the February-February CPI of approximately 7.1%. This would nullify our current contract, and would require us to enter into a new agreement. Hoerr has provided staff with letters from their suppliers showing the large increases in material costs. Utilizing last year's bid tab, as an example (attached), increasing the base prices from Hoerr by 7.1% still keeps them as the lowest bid, even with the others staying constant. Staff feels that rebidding this project would see a much higher increase in unit prices than just the 7.1% CPI.

The Bartlett work includes the lining of approximately 12,236 linear feet of 8-inch (8") sanitary sewer mains. The updated total **is approximately \$398,000.**

The Capital Budget includes a total of \$1 million for sanitary sewer repairs, which includes main and service lateral lining, as part of the Sanitary Sewer System Evaluation Project.

RECOMMENDATION

Based on the bid results, and previous work conducted by the contractor in the Village, Staff recommends entering into an agreement with Hoerr Construction, Inc.

MOTION

MOVE TO APPROVE RESOLUTION #2022-____-R, A RESOLUTION WAIVING BIDS AND APPROVING OF THE FIRST AMENDED SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND HOERR CONSTRUCTION

RESOLUTION 2022 - _____

**A RESOLUTION WAIVING BIDS AND APPROVING OF THE FIRST AMENDED
SANITARY SEWER MAIN LINING AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND HOERR CONSTRUCTION, INC.**

WHEREAS, in 2021 the Village of Lombard and the Village of Bartlett combined to go out to bid for sewer lining projects in both villages to get lower overall unit prices, and reserved in the bid documents the option to renew the contract for two additional one (1) year periods with increases limited to two percent (2%) or the Consumer Price Index ("CPI"), whichever is less, but provided the contractor could submit a request for a different price increase (the "Awarded Contract"); and

WHEREAS, Hoerr Construction, Inc. ("Hoerr" or the "Contractor") was awarded the 2021 sewer lining work (cured in place pipe "CIPP") as the lowest qualified, responsible and responsive bidder for said sewer work (the "Contract"); and

WHEREAS, Hoerr has timely submitted its request to increase the unit prices to perform the sewer lining work for 2022 at the current CPI, rather than 2%, so that Hoerr cannot be locked into performing the 2022 sewer lining work at 2%, and Hoerr has submitted documentation to support its argument that due to supply chain issues, material shortages, and unprecedented cost increases in materials caused by world events that the Contractor would be excused from honoring the lower 2% ceiling on the price increase for 2022 under the Force Majeure provisions of the Contract; and

WHEREAS, the applicable CPI Index (February 2021 to February 2022) has risen 7.1% in the last year and the parties agree that an increase in unit prices of 7.1% would be fair and reasonable, and that even with the 7.1% increase Hoerr would still be the low bidder even if the other bidders held their 2021 unit prices for 2022 (with no price escalation); and

WHEREAS, staff reasonably believes that if the 2022 sewer lining work were to be rebid, the costs to perform the 2022 sewer lining work would be significantly higher than the 7.1% CPI inflationary increase, and would delay the start of the sewer lining work in 2022 and negatively affect the Village's 85%/15% cost sharing program for removal and replacement of sanitary sewer service lines that will tie into relined sanitary sewers; and

WHEREAS, Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) requires municipalities to let contracts for public improvements to the lowest responsible bidder when the expenses of the work or improvement exceeds \$25,000, except that a municipality may choose to enter a contract without advertising for bids if authorized by a vote of 2/3 of the trustees then holding office; and

WHEREAS, Section 1-8A-5E of the Bartlett Municipal Code provides that bidding requirements for work or improvements exceeding \$25,000 may be waived by a vote of 2/3 of all of the Trustees then holding office; and

WHEREAS, here the sewer lining project was originally bid, but the contract renewal terms would result in such a hardship to the Contractor and consequently an attempt to strictly enforce the renewal term at 2% would likely not be enforceable, and the increase in unit prices by the CPI figure of 7.1% is fair and reasonable, and the attached amendment to the Contract is in the best interest of the Village and its taxpayers;

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

SECTION ONE: Provided this Resolution is passed by a vote of not less than 2/3 of the Trustees of the Village then holding office on the date of its passage, then the First Amended Sanitary Sewer Main Lining Agreement appended hereto as Exhibit A (the "First Amended Agreement") is approved without having to rebid the 2022 Sewer Main Lining Work, and if further renewed as provided therein, the 2023 Sewer Main Lining Work, is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

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

Lorna Giles, Village Clerk

FIRST AMENDED SANITARY SEWER MAIN LINING PROJECT AGREEMENT

This First Amended Sanitary Sewer Main Lining Project Agreement (the "First Amended Agreement") is entered this 19th day of April, 2022, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Hoerr Construction, Inc. (the "Contractor") (collectively, the "Parties").

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

1. Contractor shall perform the Project Work in a good and workmanlike manner in strict accordance with the Contract Documents.

2. **Definitions:**

A. "2022 Project Work". The Project Work for 2022 means and includes, but is not limited to: Furnishing of materials, labor and equipment to line approximately 12,236 linear feet of eight-inch (8") sanitary sewer mains in diameter of cured-in-place pipe (CIPP) and reinstating approximately 300 sanitary sewer service laterals where depicted on APPENDIX C (2022).

B. "2023 Project Work". The Project Work for 2023, in the event the Agreement is renewed by the Village at its election and in its sole discretion and notice is provided in accordance with paragraph 4 below, shall mean and include the furnishing of materials, labor, and equipment to line the approximate lineal feet of sanitary sewer mains at the locations and diameter sewer mains selected by the Village with CIPP, and reinstate of corresponding sanitary sewer services as set forth in a new APPENDIX (2023) to be included in the notice of renewal for 2023, if so elected by the Village.

C. "Contract Documents" mean and include:

(i) This First Amended Agreement (sometimes referred to herein as the "Contract").

(ii) The INVITATION FOR BID DOCUMENTS AND SPECIFICATIONS SEWER LINING FOR THE VILLAGE OF BARTLETT AND LOMBARD dated February 2021, including:

(a) General Terms and Conditions.

(b) 2017 MUNICIPAL PARTNERING INITIATIVE SEWER LINING SUMMARY OF WORK.

(c) SPECIAL PROVISIONS CURED-IN-PLACE.

(d) SPECIAL PROVISIONS FOR REINSTATEMENTS OF SERVICE LATERALS – STORM OR SANITARY SEWER.

- (e) SPECIAL PROVISION FOR – PROTRUDING TAP REMOVAL.
- (f) TRAFFIC CONTROL PLAN.
- (g) APPENDIX A – Additional Municipality – Specific Information.
(collectively, the “Original Project manual”) which is expressly incorporated herein by reference.

(iii) Bid Proposal of Hoerr Construction, Inc. dated _____, 2021 with the SCHEDULE OF PRICES VILLAGES OF BARTLETT & LOMBARD 2021 SEWER LINING attached hereto as Exhibit 1.

(iv) Certifications in form set forth in APPENDIX B to the Original Project Manual and included with Contractor’s Bid Proposal.

(v) The Performance Bond and Payment Bond or IDOT Bond as defined herein to cover the 2022 Project Work.

(vi) Addenda N/A attached hereto and incorporated herein.

(vii) Department of Labor Bureau of Labor Statistics Consumer Price Index Chicago – Naperville – Elgin area February 2022 dated March 10, 2022, appended hereto as Exhibit 2.

(viii) APPENDIX C 2022 PROJECT WORK

(ix) BARTLETT UPDATED PRICING 2022 included in and appended in APPENDIX C.

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. All Contract Documents from the initial term of the Contract also apply and are incorporated herein by reference.

D. “CPI” means the Consumer price Index for Chicago-Naperville-Elgin Area for February and the commensurate increase over the preceding February. For 2022. (See Exhibit 2 for 2022.)

E. “Contract Price for 2022” means the unit prices as originally bid x 1.071 as set forth on the BARTLETT UPDATED PRICING 2022 appended hereto as Exhibit 3.

F. “Contract Price for 2023”. If the Agreement is renewed by the Village for 2023 as provided in paragraph 4, the contract price for 2023 means the Contract Price 2022 with the unit prices for 2022 increased, if at all, by the by the CPI for the period February 2022 through February 2023 for the 2023 Project Work, if elected by the Village.

3. **Completion Date.** Contractor shall complete the 2022 Project Work in strict compliance with the requirements herein on or before August 31, 2022. If elected by the Village and the Agreement is renewed for 2023, the 2023 Project Work shall be completed by August 31, 2023.

4. **Renewal Contract and Term.** This First Amended Agreement has an initial term beginning April 19, 2022 and ending date of April 17, 2023 (the "Initial Term"). This First Amended Agreement may be renewed for one additional one (1) year, at the Village's election, beginning April 18, 2023 and ending April 15, 2024 (the "Extended Term") by the Village Administrator for the performance of the 2023 Project Work by the Contractor at the Contract Price for 2023 by providing written notice at least ten (10) days before the end of the Initial Term of its intention to renew, together with a new APPENDIX C showing the location and diameters of the 2023 Project Work and Bartlett Updated Pricing for 2023 adjusted for the applicable CPI. If no written notice is provided by the Village of its intention to renew at least ten (10) days before the end of the Initial Term, this Agreement shall automatically terminate. All other terms and conditions set forth in this Agreement and the Contract Documents shall apply to the Initial Term, and if renewed, to the Extended Term, including the location and sizing for the applicable Project Work set forth in the applicable APPENDIX C to this Agreement at the unit prices set forth on the applicable Bartlett Updated Pricing adjusted for CPI.

5. **Payment Procedure.** The payment procedures are as follows:

- A. All payments under the Agreement shall be based on the unit prices set forth in Contractor's Schedule of Prices (the "Unit Pricing"); attached hereto and incorporated and based on actual quantities supplied and installed/constructed by the Contractor in accordance with the terms and conditions herein, as determined and certified by the Village or its Engineer.
- B. Neither Owner nor Engineer guaranty the accuracy of the estimated units for completion of the 2022 Project Work or the 2023 Project Work (to come if this Agreement is renewed by the Village). In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.
- C. Contractor shall provide the following documentation to the Village and the Engineer:
 - (1) Contractor shall provide monthly invoices to the Village throughout the applicable 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".

- (a) 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.
 - (b) A general Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company. ("Contractor's Sworn Statement")
 - (c) 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.
 - (d) All of the Contractor's Progress Payment Documents shall be signed, sworn to and notarized.
 - (e) Copies of Certified Payrolls (defined below) filed with the Illinois Department of Labor ("IDOL").
 - (f) Such additional documentation and/or information requested by the Village and /or Engineer relative to said payment.
- (2) 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. Final payments for the 2022 Project Work, and if the Contract is renewed, for the 2023 Project Work, shall be further contingent upon the consent of the surety issuing the performance and payment bonds and/or IDOT 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.
- (3) Following completion of the Project Work for each year (2022, and if renewed for 2023), Contractor shall furnish the Village the following documents: (a) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the applicable Project Work (2022, and for 2023 if renewed); and (iii) all suppliers that furnished materials in connection with the Project Work for 2022, and if renewed, for 2023; all of which shall be signed and notarized; (b) copies of Certified

Payrolls filed with IDOL; and (c) such additional documentation and/or information requested by the Village relative to said payment.

- (4) 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.
- (5) It shall also be a condition precedent to any payment hereunder that contractor must complete and submit certified payrolls to the IDOL, and copies thereof 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 copies of the Certified Payrolls duly filed with the IDOL relative to each applicable pay application.
- (6) 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **Insurance.**

Contractor shall procure and maintain for the duration of the contract, *and for three years thereafter (except for claims made coverage which shall be maintained for five years)*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

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 twice the required occurrence 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.
4. **Excess Umbrella Liability.** In the event Contractor procures and maintains less than \$5,000,000 of CGL coverage per occurrence, and said coverage has not

been endorsed to apply separately to this Project, or if it has an aggregate limit of less than \$10,000,000, then Contractor shall also procure and maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

B. Self-Insured Retentions.

Self-Insured retentions must be declared to and approved by the 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, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Village, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Village.

D. Claims Made Policies

If any coverage required is written on claims-made coverage form (excluding

CGL which must be written on an occurrence basis):

1. The retroactive date must be shown, and must be before the execution date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Village for review

E. Acceptability of Insurers

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

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein (except subcontractors are not required to provide the Excess Umbrella Liability coverage as provided in subsection A4 of this Section 12). Contractor shall ensure that Village is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

I. General Insurance Provisions.

Evidence of Insurance

1. 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.
2. 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.
3. 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.
4. 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.
5. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.
6. 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.
7. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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:

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; and/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 of Bartlett and/or any of the other Additional Insured.

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

1. 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.
2. **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

13. **Performance and Payment Bonds or IDOT Contract Bond.** Prior to commencement of the 2022 Project Work (and if applicable, prior to commencement of the 2023 Project Work), Contractor must submit to the Village: (a) both (i) a performance bond, (ii) a labor and material payment bond; or (b) an IDOT Contract Bond, each in the amount of **110%** of the Contract Price for 2022 x the estimated quantities for the 2022 Project Work (the "2022 Contract Sum"), and if the Contract is renewed 110% of the Contract Price for 2023 x the estimated quantities for the 2023 Project Work (the "2023 Contract Sum"), each 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 (the "Performance and Payment Bonds") guarantying Contractor's obligations under the Contract Documents, which said Performance and Payment Bonds and/or IDOT Contract Bond 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, and payment of prevailing wages as required herein. The cost of said Performance and Payment Bonds or IDOT Bond is included in the unit pricing set forth in Contractors Proposal.

14. **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 Section 15 below.

15. **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.

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

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

17. **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 Project 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.

18. 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 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 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.
- B. 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.

19. 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.

20. Contractor Control Over Manner, Means and Methods. 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.

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

22. **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.

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

24. **No Waiver of Immunities and/or Privileges by the Village of Bartlett.** Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

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

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

27. **Removal and Disposal.** The Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in

accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

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

29. **Illinois Human Rights Act.**

A. The Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5 et seq.).

B. 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.

30. **Guaranty.**

- A. Except as otherwise specified, the Contractor shall guaranty 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 Documents 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.
- B. 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.

31. Miscellaneous.

- A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.
- B. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.
- C. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of DuPage County, Illinois.
- D. In construing this Agreement, section headings shall be disregarded.
- E. Time is of the essence of this Agreement and every provision contained herein.
- F. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.
- G. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.
- H. 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.

[SIGNATURE PAGE FOLLOWS]

Dated: _____, 2022

VILLAGE OF BARTLETT

By: _____
Kevin Wallace, Village President

Attest:

Lorna Gilles, Village Clerk

Dated: _____, 2022

HOERR CONSTRUCTION, INC.

By: _____
Title: _____

Attest:

Title: _____



VILLAGE OF BARTLETT

Villages of Bartlett & Lombard Sewer Main Lining

BID TABULATION

February 17, 2021

Item No.	Items	Unit	Quantity	Hoerr Construction, Inc.		Instiform Technologies USA, LLC		Visu-Sewer of Illinois, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Cured-In-Place Pipe (8")	LF	15,822	\$27.50	\$435,105.00	\$29.80	\$471,495.60	\$36.65	\$579,876.30
2	Cured-In-Place Pipe (8") - Easement	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	Cured-In-Place (10")	LF	457	\$32.50	\$14,852.50	\$51.00	\$23,307.00	\$48.50	\$22,164.50
4	Cured-In-Place Pipe (10") - Easement	LF	763	\$36.00	\$27,468.00	\$33.50	\$25,560.50	\$48.50	\$37,005.50
5	Cured In Place Pipe (12")	LF	718	\$40.70	\$29,222.60	\$46.00	\$33,028.00	\$49.00	\$35,182.00
6	Cured-In-Place Pipe (15")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Cured-In-Place Pipe (18")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Cured-In-Place Pipe (21")	LF	317	\$90.00	\$28,530.00	\$82.70	\$26,215.90	\$85.00	\$26,945.00
9	Cured-In-Place Pipe (24")	LF	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Cured-In-Place Pipe (42")	EA	359	\$220.00	\$78,980.00	\$240.20	\$86,231.80	\$218.00	\$78,262.00
11	Protruding Tap Removal	EA	Unknown	\$450.00		\$550.00		\$500.00	
12	Reinstatement of Service Laterals	EA	397	\$70.00	\$27,790.00	\$150.00	\$59,550.00	\$25.00	\$9,925.00
13	End Seal Hydrophobic Gaskets Incidental to each CIPP Line Item	EA	172	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Heavy Cleaning	LF	5% (900LF)	\$7.00		\$5.00		\$5.00	
AS READ TOTAL				\$641,948.10		\$729,998.80		\$789,360.30	
TOTAL				\$641,948.10		\$725,388.80		\$789,360.30	

EXHIBIT 1

NEWS RELEASE
BUREAU OF LABOR STATISTICS
U. S. DEPARTMENT OF LABOR



For Release: Thursday, March 10, 2022

22-356-CHI

MIDWEST INFORMATION OFFICE: Chicago, Ill.

Technical information: (312) 353-1880 BLSInfoChicago@bls.gov www.bls.gov/regions/midwest

Media contact: (312) 353-1138

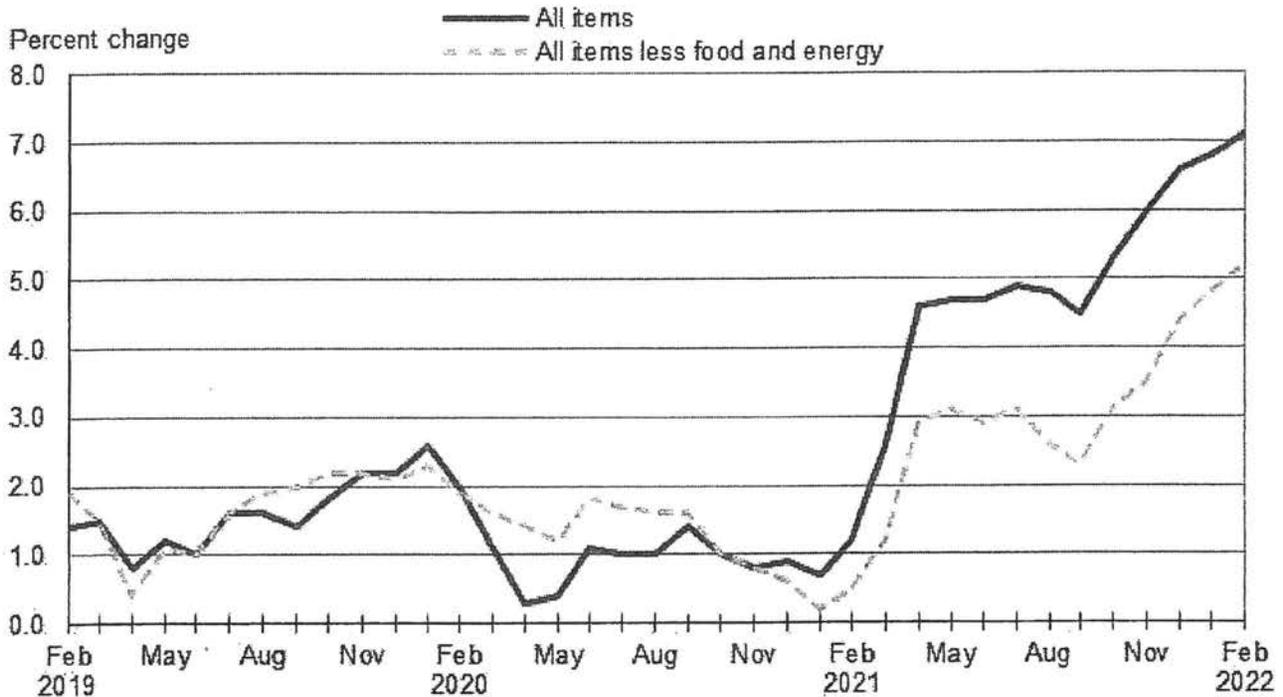
Consumer Price Index, Chicago-Naperville-Elgin area – February 2022
Area prices were up 0.8 percent over the past month, up 7.1 percent from a year ago

Prices in the Chicago-Naperville-Elgin area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 0.8 percent in February, the U.S. Bureau of Labor Statistics reported today. (See table A.) Regional Commissioner Jason Palmer noted that the food index increased 0.3 percent, and the energy index rose 3.7 percent in February. The all items less food and energy index advanced 0.6 percent. Within the all items less food and energy category, prices were higher over the month for shelter and apparel. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 7.1 percent. (See chart 1 and table A.) The index for all items less food and energy rose 5.2 percent over the year. Energy prices rose 29.1 percent, largely the result of an increase in the price of gasoline. Food prices increased 7.8 percent. (See table 1.)

EXHIBIT 2

Chart 1. Over-the-year percent change in CPI-U, Chicago-Naperville-Elgin, IL-IN-WI, February 2019–February 2022



Source: U.S. Bureau of Labor Statistics.

Food

Food prices increased 0.3 percent for the month of February. Prices for food at home (groceries) advanced 0.5 percent, and prices for food away from home (restaurant, cafeteria, and vending purchases) were unchanged for the same period. Within the food at home group, indexes were higher in February for other fresh fruits, frozen and freeze dried prepared foods, and chicken. In contrast, the indexes for other pork including roasts, steaks, and ribs; ham; and uncooked beef steaks were lower.

Over the year, food prices increased 7.8 percent. Prices for food at home advanced 9.1 percent since a year ago, and prices for food away from home rose 5.7 percent.

Energy

The energy index advanced 3.7 percent over the month. The increase was mainly due to higher prices for gasoline (6.6 percent). Prices for electricity increased 4.9 percent, while prices for utility (piped) gas service decreased 3.0 percent for the same period.

Energy prices increased 29.1 percent over the year, largely due to higher prices for gasoline (37.4 percent). Prices paid for utility (piped) gas service advanced 36.1 percent, and prices for electricity rose 13.4 percent during the past year.

All items less food and energy

The index for all items less food and energy rose 0.6 percent in February. Higher prices for shelter (0.7 percent) and apparel (5.4 percent) were partially offset by lower prices for medical care (-0.6 percent) and household furnishings and operations (-0.4 percent).

Over the year, the index for all items less food and energy rose 5.2 percent. Components contributing to the increase included shelter (4.4 percent), new and used motor vehicles (18.2 percent), and household furnishings and operations (14.2 percent). Partly offsetting the increases was a price decrease in education and communication (-1.2 percent).

Table A. Chicago-Naperville-Elgin, IL-IN-WI, CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2018		2019		2020		2021		2022	
	1-month	12-month								
January.....	0.8	1.8	0.6	0.8	0.9	2.6	0.7	0.7	0.9	6.8
February.....	0.0	1.6	0.6	1.4	0.0	2.0	0.6	1.2	0.8	7.1
March.....	0.0	1.8	0.1	1.5	-0.7	1.1	0.6	2.6		
April.....	0.7	2.1	-0.1	0.8	-0.9	0.3	1.0	4.6		
May.....	0.4	2.3	0.8	1.2	1.0	0.4	1.0	4.7		
June.....	-0.2	2.2	-0.4	1.0	0.3	1.1	0.4	4.7		
July.....	-0.3	1.9	0.3	1.6	0.2	1.0	0.4	4.9		
August.....	0.1	1.7	0.2	1.6	0.1	1.0	0.1	4.8		
September.....	0.4	1.6	0.2	1.4	0.6	1.4	0.3	4.5		
October.....	0.0	2.0	0.3	1.8	-0.1	1.0	0.7	5.3		
November.....	-0.6	1.0	-0.2	2.2	-0.4	0.8	0.2	6.0		
December.....	-0.3	1.1	-0.2	2.2	-0.2	0.9	0.4	6.6		

The March 2022 Consumer Price Index for the Chicago-Naperville-Elgin area is scheduled to be released on Tuesday, April 12, 2022.

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 75 urban areas across the country from about 6,000 housing units and approximately 22,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date; for most of the CPI-U the reference base is 1982-84 equals 100. An increase of 7 percent from the reference base, for example, is shown as 107.000. Alternatively, that relationship can also be expressed as the price of a base period market basket of goods and services rising from \$100 to \$107. For further details see the CPI home page on the Internet at www.bls.gov/cpi and the CPI section of the BLS Handbook of Methods available on the internet at www.bls.gov/opub/hom/cpi/.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. **NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.**

The **Chicago-Naperville-Elgin, IL-IN-WI, Core Based Statistical Area** covered in this release is comprised of Cook, DeKalb, DuPage, Grundy, Kane, Kendall, Lake, McHenry, and Will Counties in Illinois; Jasper, Lake, Newton, and Porter Counties in Indiana; and Kenosha County in Wisconsin.

Information in this release will be made available to individuals with sensory impairments upon request. Voice phone: (202) 691-5200; Telecommunications Relay Service: 7-1-1.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Naperville-Elgin, IL-IN-WI (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from-		
	Dec. 2021	Jan. 2022	Feb. 2022	Feb. 2021	Dec. 2021	Jan. 2022
Expenditure category						
All items	260.368	262.730	264.828	7.1	1.7	0.8
All items (1967=100)	777.870	784.929	791.195	-	-	-
Food and beverages	284.364	288.570	289.490	7.4	1.8	0.3
Food	285.170	289.350	290.235	7.8	1.8	0.3
Food at home	262.444	268.188	269.406	9.1	2.7	0.5
Cereals and bakery products	293.176	291.706	290.265	2.4	-1.0	-0.5
Meats, poultry, fish and eggs	293.553	301.691	298.459	13.8	1.7	-1.1
Dairy and related products	227.815	235.439	236.896	3.7	4.0	0.6
Fruits and vegetables	332.666	348.033	355.665	15.5	6.9	2.2
Nonalcoholic beverages and beverage materials(1)	217.539	223.292	222.339	4.6	2.2	-0.4
Other food at home	209.396	211.218	213.856	8.0	2.1	1.2
Food away from home	310.721	311.365	311.497	5.7	0.2	0.0
Alcoholic beverages	272.387	277.008	278.482	2.6	2.2	0.5
Housing	274.812	277.027	278.544	6.7	1.4	0.5
Shelter	343.329	344.644	346.992	4.4	1.1	0.7
Rent of primary residence(2)	364.376	365.851	367.296	3.5	0.8	0.4
Owners' equiv. rent of residences(2)(3)	353.712	354.461	356.211	3.8	0.7	0.5
Owners' equiv. rent of primary residence(2)(3)	353.712	354.461	356.211	3.8	0.7	0.5
Fuels and utilities	247.096	246.308	248.263	17.2	0.5	0.8
Household energy	197.254	196.597	198.609	21.6	0.7	1.0
Energy services(2)	201.250	200.566	202.627	21.6	0.7	1.0
Electricity(2)	167.641	175.500	184.156	13.4	9.9	4.9
Utility (piped) gas service(2)	234.856	223.108	216.496	36.1	-7.8	-3.0
Household furnishings and operations	99.657	103.983	103.533	14.2	3.9	-0.4
Apparel	82.422	85.619	90.265	9.3	9.5	5.4
Transportation	213.160	214.728	219.412	19.3	2.9	2.2
Private transportation	216.244	217.830	221.623	19.6	2.5	1.7
New and used motor vehicles(4)	115.680	116.825	117.343	18.2	1.4	0.4
New vehicles(1)	198.091	198.163	198.494	10.9	0.2	0.2
Used cars and trucks(1)	399.698	406.239	409.929	42.2	2.6	0.9
Motor fuel	301.508	302.793	322.798	37.4	7.1	6.6
Gasoline (all types)	298.513	299.814	319.621	37.4	7.1	6.6
Gasoline, unleaded regular(5)	288.291	289.639	309.268	38.3	7.3	6.8
Gasoline, unleaded midgrade(5)(6)	327.250	327.513	345.363	32.7	5.5	5.5
Gasoline, unleaded premium(5)	318.309	318.621	333.584	29.0	4.8	4.7
Motor vehicle insurance(1)	525.778	-	-	-	-	-
Medical care	531.801	537.136	534.124	0.1	0.4	-0.6
Recreation(4)	116.636	117.793	119.738	1.8	2.7	1.7
Education and communication(4)	141.682	139.762	139.906	-1.2	-1.3	0.1
Tuition, other school fees, and childcare(1)	1,224.551	1,226.800	1,226.800	0.4	0.2	0.0
Other goods and services	414.181	422.153	422.171	4.6	1.9	0.0
Commodity and service group						
All items	260.368	262.730	264.828	7.1	1.7	0.8
Commodities	187.103	189.790	191.922	11.2	2.6	1.1
Commodities less food and beverages	139.415	141.373	143.780	14.1	3.1	1.7
Nondurables less food and beverages	181.079	184.551	190.794	14.2	5.4	3.4
Durables	99.187	100.057	100.013	14.1	0.8	0.0
Services	328.982	330.816	332.739	4.6	1.1	0.6

Note: See footnotes at end of table.

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Chicago-Naperville-Elgin, IL-IN-WI (1982-84=100 unless otherwise noted) - Continued

Item and Group	Indexes			Percent change from-		
	Dec. 2021	Jan. 2022	Feb. 2022	Feb. 2021	Dec. 2021	Jan. 2022
Special aggregate indexes						
All items less medical care	248.844	251.077	253.434	7.8	1.8	0.9
All items less shelter.....	232.222	234.905	236.909	8.4	2.0	0.9
Commodities less food	144.146	146.188	148.608	13.5	3.1	1.7
Nondurables	232.514	236.374	240.130	10.2	3.3	1.6
Nondurables less food.....	187.005	190.560	196.597	13.2	5.1	3.2
Services less rent of shelter(3).....	330.116	332.580	334.114	4.7	1.2	0.5
Services less medical care services.....	313.034	314.445	316.835	5.1	1.2	0.8
Energy	237.730	237.787	246.491	29.1	3.7	3.7
All items less energy	264.956	267.538	269.097	5.6	1.6	0.6
All items less food and energy	262.212	264.505	266.196	5.2	1.5	0.6

Footnotes

(1) Index on a December 1977=100 base.

(2) This index series was calculated using a Laspeyres estimator. All other item stratum index series were calculated using a geometric means estimator.

(3) Index on a December 1982=100 base.

(4) Indexes on a December 1997=100 base.

(5) Special index based on a substantially smaller sample.

(6) Index on a December 1993=100 base.

- Data not available.

Note: Index applies to a month as a whole, not to any specific date. Data not seasonally adjusted.

BARTLETT UPDATED PRICING 2022						
Item No.	Description	Unit	2022 Quantity	2021 Unit Cost	2022 Unit Cost	TOTAL COST
1	Cured-in-Place Pipe (8")	LF	12,236	\$ 27.50	\$ 29.45	\$ 360,380.79
2	Cured-in-Place Pipe (8") - Easement	LF	0	\$ -	\$ -	\$ -
3	Cured-In-Place (10")	LF	0	\$ 32.50	\$ 34.81	\$ -
4	Cured-in-Place Pipe (10") - Easement		0	\$ 36.00	\$ 38.56	\$ -
5	Cured in Place Pipe (12")	LF	0	\$ 40.70	\$ 43.59	\$ -
6	Cured-In-Place Pipe (15")	LF	0	\$ -	\$ -	\$ -
7	Cured-in-Place Pipe (18")	LF	0	\$ -	\$ -	\$ -
8	Cured-in-Place Pipe (21")	LF	0	\$ 90.00	\$ 96.39	\$ -
9	Cured-in-Place Pipe (24")	LF	0	\$ -	\$ -	\$ -
10	Cured-in-Place Pipe (42")	LF	0	\$ 220.00	\$ 235.62	\$ -
11	Protruding Tap Removal	EA	Unknown	\$ 450.00	\$ 481.95	\$ -
12	Reinstatement of Service Laterals	EA	280	\$ 70.00	\$ 74.97	\$ 20,991.60
2022 Estimated Total Cost						\$ 381,372.39

EXHIBIT 3

APPENDIX C (2022)

2022 PROJECT WORK

Color Coded Aerial Street View Reflecting

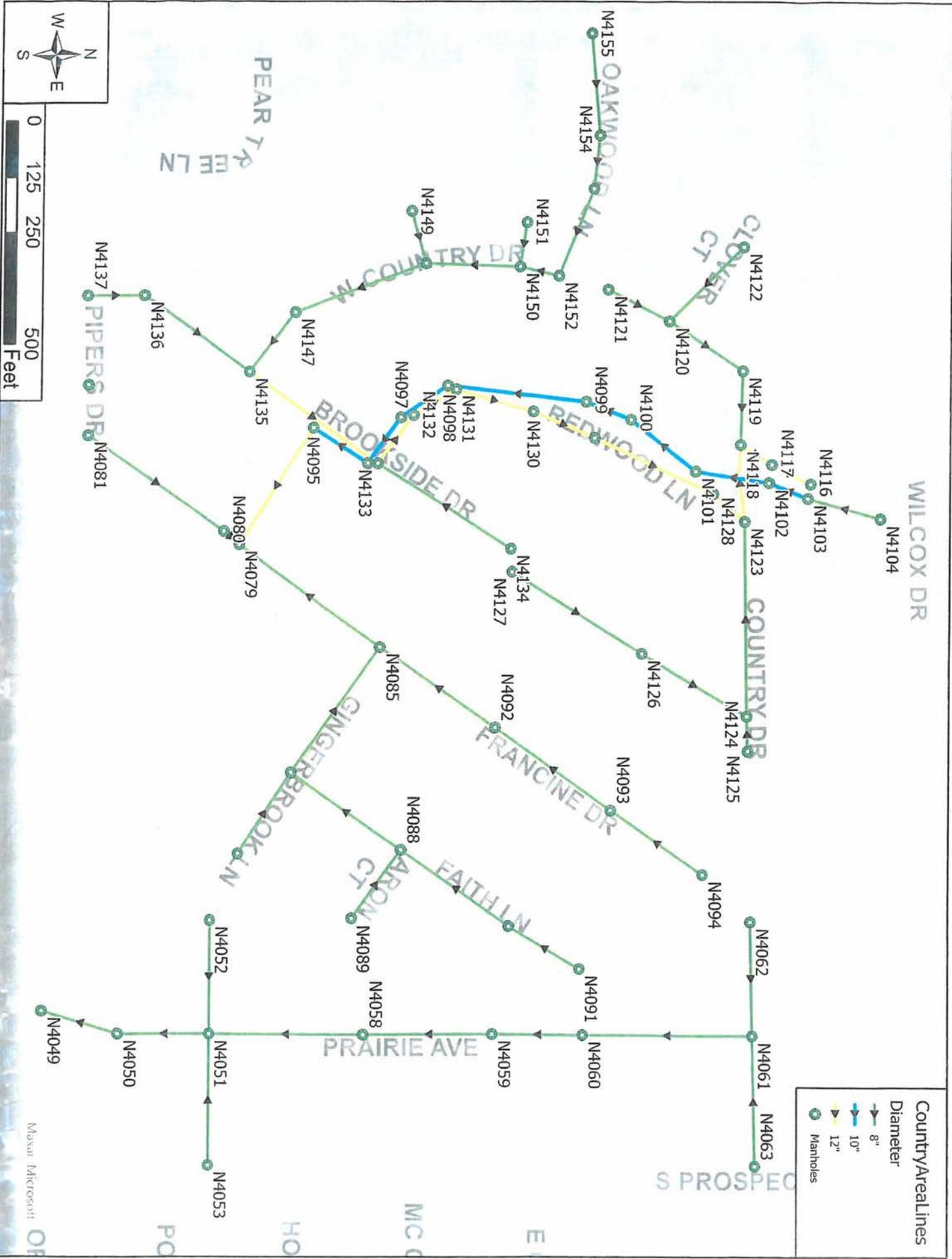
Lineal Feet ("LF")	Diameter	
730 LF of	6"	CIPP
5,322 LF of	8"	CIPP
1,115 LF of	10"	CIPP
5,537 LF of	12"	CIPP
914 LF of	15"	CIPP
951 LF of	24"	CIPP

AND

Color Coded Aerial Street View entitled County Area Lines showing 8" diameter, 10" diameter, 12" diameter CIPP and manholes.



Diameter	
6"	-730'
8"	-5,322'
10"	-1,115'
12"	-5,637'
15"	-914'
18"	-111'
24"	-951'



Country/Arealines

Diameter	Symbol
8"	Green line with arrowheads
10"	Blue line with arrowheads
12"	Yellow line with arrowheads
Manholes	Green circle with a dot



Maxar Microsoft

BARTLETT UPDATED PRICING 2022						
Item No.	Description	Unit	2022 Quantity	2021 Unit Cost	2022 Unit Cost	TOTAL COST
1	Cured-in-Place Pipe (8")	LF	12,236	\$ 27.50	\$ 29.45	\$ 360,380.79
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2022 Estimated Total Cost						\$ 381,372.39