



Agenda Item Executive Summary

Item Name Bittersweet Water Reclamation Facility
Improvements-Approving the Agreement
between Joseph J. Henderson & Son, Inc. and the Committee
Village of Bartlett or Board Board

BUDGET IMPACT

<i>Amount:</i>	\$35,320,000.00	<i>Budgeted</i>	\$37,000,000.00 (Loan)
<i>List what fund</i>	Sewer Fund - IEPA Low Interest Loan		

EXECUTIVE SUMMARY

As you are aware, bids were opened and read on August 4, 2021 for the Bittersweet Water Reclamation Facility Improvements. Three bids were received and ranged from \$35.32 M to \$37.875 M. The low bidder was Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$35,320,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well. We recommend that the Village Board approve the contract with Joseph J. Henderson & Son, Inc.

Please note, as we discussed before, we have been working on ways to reduce the project but still maintain the overall treatment process benefits. We have ~\$750,000 worth of cost savings we will present in the future.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Exhibits

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2021-_____, a resolution approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements.

Staff: Dan Dinges, Director of Public Works

Date: 10/22/21

Memo

DATE: October 25, 2021

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Bittersweet Water Reclamation Facility Improvements
- Contract Award

As you are aware, bids were opened and read on August 4, 2021 for the Bittersweet Water Reclamation Facility Improvements. Three bids were received and ranged from \$35.32 M to \$37.875 M. The low bidder was Joseph J. Henderson & Son, Inc. We confirmed that Joseph J. Henderson & Son, Inc. met the insurance requirements and are the lowest responsible and responsive bidder meeting the specifications. Their bid was in the amount of \$35,320,000. The IEPA reviewed and approved all of Joseph J. Henderson & Son, Inc.'s bid documents as well. We recommend that the Village Board approve the contract with Joseph J. Henderson & Son, Inc.

Please note, as we discussed before, we have been working on ways to reduce the project but still maintain the overall treatment process benefits. We have ~\$750,000 worth of cost savings we will present in the future.

MOTION: I move to approve Resolution 2021-_____, a resolution approving the agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett for the Bittersweet Water Reclamation Facility Improvements.

RESOLUTION 2021 – _____

**A RESOLUTION APPROVING THE AGREEMENT
BETWEEN JOSEPH J. HENDERSON & SON, INC. AND THE VILLAGE OF
BARTLETT FOR THE BITTERSWEET WATER RECLAMATION FACILITY
IMPROVEMENTS**

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

SECTION ONE: That the contract for the construction of the Bittersweet Water Reclamation Facility Improvements (the “Project”) is awarded to Joseph J. Henderson & Son, Inc. (the “Contractor”), being the lowest responsive and responsible bidder meeting the specifications for the Project.

SECTION TWO: The Agreement between Joseph J. Henderson & Son, Inc. and the Village of Bartlett dated November 2, 2021 (the “Agreement”) for the construction of the Project for the sum of \$35,320,000, a copy of which is attached hereto as Exhibit A, is hereby approved, and the Village President and Village Clerk are authorized to execute and attest to the Agreement.

SECTION THREE: The Notice of Award dated November 2, 2021, a copy of which is attached hereto as Exhibit B, is also approved and the Village President’s signature thereon is hereby authorized to the respective dates of execution appearing thereon.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 2, 2021

APPROVED: November 2, 2021

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - _____ enacted on November 2, 2021, and approved on November 2, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Gilles, Village Clerk

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between **VILLAGE OF BARTLETT, ILLINOIS**

(hereinafter called OWNER) and **JOSEPH J. HENDERSON & SON, INC.**

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACT 1-2021

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before December 31, 2023 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 15, 2024.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$2,650 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This amount is comprised of \$2,500 per day for engineering, construction administration services, and construction observation services, and \$150 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$2,650 for each day that expires after such time until the Work is completed and ready for final payment. This amount is comprised of \$2,500 per day for engineering, construction administration services, and construction observation services, and \$150 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

**THIRTY FIVE MILLION THREE HUNDRED TWENTY THOUSAND DOLLARS AND 00/100
(\$35,320,000.00)**

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit. The awarded contract amount includes the Lump Sum Base Bid Plus Bid Alternatives.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the CONTRACTOR and no additional amounts will be retained unless the ENGINEER certifies to the OWNER that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the CONTRACTOR until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to OWNER on recommendation of ENGINEER, additional amounts may be retained, but in no event shall the total retainage be more than 10% of the value of the work completed.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 15.01.C.5 and 15.01.C.6 of the General Conditions and less 100% of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- | | |
|----------|--------------------------|
| First: | WRITTEN AMENDMENTS |
| Second: | AGREEMENT |
| Third: | CHANGE ORDERS |
| Fourth: | ADDENDA |
| Fifth: | SUPPLEMENTARY CONDITIONS |
| Sixth: | GENERAL CONDITIONS |
| Seventh: | SPECIFICATIONS |
| Eighth: | DRAWINGS |

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-12, inclusive);
2. Advertisement to Bid.
3. Instructions to Bidders.
4. CONTRACTOR's signed Bid including all attachments, certifications, notices, and requirements stated therein.
5. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);
6. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);
7. Other bonds
 - a. NA (pages NA to NA, inclusive);
 - b. NA (pages NA to NA, inclusive);
 - c. NA (pages NA to NA, inclusive);
8. General Conditions (pages 00 72 00-1 through 00 72 00-65, inclusive);
9. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-27, inclusive);
10. Specifications as listed in the table of contents of the Project Manual;
11. Drawings—Sheets No. 1 through No. 201

inclusive incorporated herein by reference with each sheet bearing the following general title:

BITTERSWEET WATER RECLAMATION FACILITY IMPROVEMENTS,

CONTRACT 1-2021, VILLAGE OF BARTLETT, ILLINOIS

as well as drawings listed in the table of contents that are bound at the back of these specifications.

12. Addenda (NO. 1 DATED 7/23/21, NO. 2 DATED 7/29/21, AND NO.3 DATED 7/30/21).

13. Exhibits to this Agreement (enumerated as follows):

- a. CONTRACTOR's Bid (pages 00 41 00-1 to 00 41 00-16);
- b. Documentation submitted by CONTRACTOR prior to Notice of Award
(NA);
- c. (NA);

14. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (pages 00 51 10-2, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed or referenced above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

10.07 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

10.08 Anti-Discrimination

A. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. CONTRACTOR shall carry out applicable requirements of 40 CFR 33 in the award and administration of Agreements awarded under the Water Pollution Control Loan Program. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

10.09 Audit; Access to Records

A. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to performance on loan work in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR in the preparation of support of any cost submissions required for a Change Order and a copy of the cost summary submitted to OWNER. The Illinois Auditor General, OWNER, the Illinois Environmental Protection Agency, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. CONTRACTOR shall provide facilities for access and inspection.

B. For a formally advertised, competitively awarded, fixed price Agreement, CONTRACTOR shall include access to records for all negotiated Change Orders and Agreement amendments in excess of \$25,000 that affect the Agreement price. In the case of all other prime Agreements, CONTRACTOR shall agree to include access to records in all Agreements and all tier subcontracts or Change Orders in excess of \$25,000 that are directly related to performance of the Work.

C. Audits shall be in accordance with auditing standards generally accepted in the United States.

D. CONTRACTOR shall agree to disclosure of all information and reports resulting from access to records. When the audit concerns CONTRACTOR, the auditing agency shall afford CONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E. The records shall be maintained and made available during performance of the Work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or settlement of claims out of any performance, costs or items to which an audit exception has been taken shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim, or exception.

F. The right of access will generally be exercised with respect to financial records under:

1. Negotiated prime Agreements.
2. Negotiated Change Orders or Agreement amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price Agreement.
3. Subcontracts or purchase orders under any Agreement other than a formally advertised, competitively awarded, fixed price Agreement.

G. The right of access will generally not be exercised with respect to a prime Agreement, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of Agreement or subcontract:

1. With respect to records pertaining directly to performance of the Work, excluding any financial records of CONTRACTOR.

2. If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of this Agreement or subcontract.

10.10 Covenant Against Contingent Fees

CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, OWNER shall have the right to annul the Agreement without liability or in discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

10.11 Subcontracts

The award or execution of all subcontracts by CONTRACTOR and the procurement and negotiation procedures used by CONTRACTOR shall comply with:

- A. All applicable provision of federal, state, and local law.
- B. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II regarding fraud and other unlawful or corrupt practices.
- C. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II regarding access to facilities, records and audit of records.
- D. All provisions of Part 365.620 of Title 35 of the Illinois Administrative Code, Subtitle C, Chapter II that require Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with any controlling federal Executive Orders.

10.12 CONTRACTOR Bankruptcy

In the event of a CONTRACTOR bankruptcy, OWNER shall notify the Illinois Environmental Protection Agency (IEPA) and shall keep the IEPA advised on any negotiations with the bonding company, including any proposed settlement. The IEPA may participate in those negotiations and will advise OWNER of the impact of any proposed settlement to the loan agreement. OWNER shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding the Construction Contract.

10.13 Access to Work

OWNER shall provide IEPA representatives with access to the Work associated with the Contract Documents. CONTRACTOR and its subcontractors shall provide facilities for the access and inspection of the Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, ENGINEER, and the Illinois Environmental Protection Agency. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER **VILLAGE OF BARTLETT, ILLINOIS**

Signature and Title (Seal)

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

CONTRACTOR JOSEPH J. HENDERSON & SON, INC.

Signature and Title (Seal)

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

License No.: _____
(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, _____, certify that I am the _____
(Print Name) *(Title of Officer Signing Certificate)*

of the corporation named as CONTRACTOR herein above; that _____
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then _____
(Title of Officer Signing Agreement) of said corporation; that said Agreement was duly signed

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

END OF SECTION

EXHIBIT B

NOTICE OF AWARD

To: _____
Attention: David Henderson
____ Joseph J. Henderson & Son, Inc..
4288 Old Grand Avenue
____ Gurnee, IL 60031

PROJECT Description: Bittersweet Water Reclamation Facility Improvements, Contract 1-2021,
Village of Bartlett, Illinois

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated June 16, 20 21 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ 35,320,000.00 .
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20 _____.

Village of Bartlett, Illinois
(Owner)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged,

by _____,

this the _____ day of _____, 20 _____.

By _____

Title _____