



Agenda Item Executive Summary

Item Name Sanitary Sewer Manhole Rehab Contract Award Committee or Board Board

BUDGET IMPACT

Amount:	\$76,490	Budgeted	\$800,000
List what fund	Sewer (SSES)		

EXECUTIVE SUMMARY

On March 24, 2021 a Notice to Bidders was published in the Examiner and the village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This project consists of the rehabilitation of 35 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 7, 2021 at 10:00 AM., Three (3) bid packets were returned. The estimate for the project was \$90,000. Bids ranged from \$76,490 - \$188,700, with Archon Construction as the low bidder. Archon Construction has a long history of performing similar work This contract also provides a potential extension with the contractor up to two (2) years.

Attached is a bid tally sheet for your review. There is a budget of \$800,000 in the 2021/22 Capital Budget for this and other corresponding projects.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Archon Construction Co. Inc, of Addison, IL.

ATTACHMENTS (PLEASE LIST)

Memo
Bid Tab
Resolution
Contract

ACTION REQUESTED

For Discussion Only

- ✓ Resolution
- Ordinance

✓ Motion: **MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING OF THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARCHON CONSTRUCTION CO. INC.**

Staff: Dan Dinges, Director of Public Works

Date: 4/12/2021

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Sanitary Sewer Manhole Rehab Contract Award**
Date: April 12, 2021

On March 24, 2021 a Notice to Bidders was published in the Examiner and the village web site, soliciting bids for the Sanitary Sewer Manhole Rehabilitation Project. This project consists of the rehabilitation of 35 sanitary manhole structures including patching and grouting, geopolymer wall coating, and related work. Bids were due no later than April 7, 2021 at 10:00 AM., Three (3) bid packets were returned. The engineer's estimate for the project was \$90,000. Bids ranged from \$76,490 - \$188,700, with Archon Construction as the low bidder. Archon Construction has a long history of performing similar work

Attached is a bid tally sheet for your review. There is a budget of \$800,000 in the 2021/22 Capital Budget for this and other corresponding projects.

RECOMMENDATION

Staff recommends awarding the contract of manhole rehabilitation to Archon Construction Co. Inc, of Addison, IL.

MOTION

I MOVE TO APPROVE RESOLUTION # 2021-____-R, A RESOLUTION APPROVING THE MANHOLE REHABILITATION AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ARCHON CONSTRUCTION CO. INC.



VILLAGE OF BARTLETT

Sanitary Manhole Rehabilitation Project

BID TABULATION

April 7th, 2021

Item No.	Items	Unit	Quantity	ARCHON CONSTRUCTION CO.		DUKE'S ROOT CONTROL, INC.		NATIONAL POWER RODDING	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Geopolymer Lining	VF	282	\$180.00	\$50,760.00	\$231.00	\$65,142.00	\$450.00	\$126,900.00
2	Root Treatment	EA	6	\$1,240.00	\$7,440.00	\$375.00	\$2,250.00	\$800.00	\$4,800.00
3	Replace-Bench/Channel	EA	0		\$0.00		\$0.00		\$0.00
4	Repair Bench/Channel	EA	2	\$412.00	\$824.00	\$650.00	\$1,300.00	\$3,000.00	\$6,000.00
5	Internal-Chimney-Seal	EA	5		\$0.00		\$0.00		\$0.00
6	External-Chimney-Seal	EA	2		\$0.00		\$0.00		\$0.00
7	Grout and Wipe Joints	EA	13	\$453.00	\$5,889.00	\$1,275.00	\$16,575.00	\$1,500.00	\$19,500.00
8	Curtain Grout	EA	12	\$860.00	\$10,320.00	\$1,275.00	\$15,300.00	\$2,000.00	\$24,000.00
9	Install-Drop	EA	0		\$0.00		\$0.00		\$0.00
10	Post Rehab Vacuum Testing	EA	3	\$419.00	\$1,257.00	\$250.00	\$750.00	\$2,500.00	\$7,500.00
	AS READ TOTAL			\$76,490.00		\$101,317.00		\$188,700.00	
	TOTAL			\$76,490.00		\$101,317.00		\$188,700.00	

RESOLUTION 2021 - ___ - R

**A RESOLUTION APPROVING THE CONTRACT FOR SANITARY SEWER
REHABILITATION BETWEEN THE VILLAGE OF BARTLETT AND ARCHON
CONSTRUCTION CO. INC.**

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

SECTION ONE: The agreement between the Village of Bartlett and Archon Construction Co. Inc. dated April 20, 2021 (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

SECTION TWO: That the Village President is hereby authorized and directed to sign the Amendment to the Agreement on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED **April 20, 2021**

APPROVED **April 20, 2021**

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 2021 -____-R, enacted on April 20, 2021, and approved on April 20, 2021, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**CONTRACT BETWEEN
VILLAGE OF BARTLETT**

AND

ARCHON CONSTRUCTION CO., INC.

FOR THE CONSTRUCTION OF

SANITARY MANHOLE REHABILITATION PROJECT

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- CONTRACTOR'S CERTIFICATION**
- ATTACHMENT A - Supplemental Schedule of Contract Terms**
- ATTACHMENT A1- Schedule of Contract Prices**
- ATTACHMENT B - Specifications**
- ATTACHMENT C - List of Drawings**
- ATTACHMENT D – Special Project Requirements**

In consideration of the mutual promises set forth below, the VILLAGE OF BARTLETT, 228 S. Main Street, Bartlett, Illinois, 60103, a municipal corporation ("**Owner**"), and

Contractor Name: _____

Contractor's Address: _____

(Contractor)

Telephone No _____

make this Contract as of the 20th day of April, 2021, and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in paragraph 4.1 of this Contract and as set forth in Attachment A to this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time." The Contract may also be renewed for two (2) additional one-year terms based on agreement between the Contractor and Owner.

Renewable Contract and Term. This Contract shall have an initial term of one year from the effective date (the "Initial Term"); provided, however, if no written notice is provided by either party of its intention not to renew, is given at least sixty (60) days before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew at least sixty (60) days before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew given at least sixty (60) days before the end of the Second Extension Term.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("**Required Submittals**"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. All Required Submittals, except drawings, shall be prepared and submitted to the Owner on 8-1/2 inch by 11-inch paper. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor. See **Attachment D** for further details.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error,

omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work. Specifically, and without limitation of the foregoing, Contractor acknowledges and agrees that Contractor shall be responsible for completion of all Work within the Contract Time, notwithstanding any strike or other work stoppage by employees of either Contractor or of Owner.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefore from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

Delays and inconveniences to the CONTRACTOR caused by complying with these requirements shall be considered included in the cost of the contract and no additional compensation will be allowed. The CONTRACTOR is to plan his work so at the end of each workday, all barricades will be removed from the roadway during non-working hours, except where required for public safety.

It will be the CONTRACTOR'S responsibility to notify any residents or businesses, at least 24 hours in advance, who will have no or limited driveway access due to work performed by the CONTRACTOR.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work by Others

Owner shall have the right to perform or have performed such other work, as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable

effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors' reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II CHANGES AND DELAYS

2.1 Changes

A. Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("**Change Order**"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

B. 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 President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the contract Time shall be made by the Village Administrator.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

C. 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 President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended). Other changes involving modifications to the Contract Sum, contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the contract Time shall be made by the Village Administrator.

ARTICLE III CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

Prior to commencement of the Project Work, Contractor shall furnish the Village with (i) a Performance Bond and a Labor and Material Payment, each in the amount of 100% of the Contract Sum using the forms included in this Bid Package or AIA-312 Forms (2010) or in form otherwise acceptable to the Village, co-signed by a surety licensed by the Illinois Department of Insurance authorizing it to execute surety bonds, which surety shall have financial strength rating (FSR) of not less than "A-" by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as co-obligee (the "Performance and Payment Bonds") to guaranty the performance of the Contractor's obligations under the Contract Documents, completion of the Contract, and the payment of all materials used and labor performed for the Project Work, including but not limited to the payment of Prevailing Wages. The cost of the Performance and Payment Bonds shall be included in the Contract Sum.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in Attachment A. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner and all of its officials, officers, employees and volunteers, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, or any of its subcontractors or anyone employed by any of them, or anyone for whose acts any of them may be liable, except to the extent caused by the sole negligence or willful misconduct of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A ("**Contract Price**"), subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. **Payment in Installments.** The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("**Progress Payments**").

B. **Pay Requests.** Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("**Pay Request**"). The first Pay Request shall be submitted not sooner than 60 days following commencement of work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be

submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and current partial or final waivers of lien covering all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid, and (c) the other Progress Payment Documents defined in Section 7.A. in Attachment A to this Contract.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("**Punch List Work**").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner the Final Payment Request Documentation defined in Section 7.D. in Attachment A to the Contract, and a properly completed final Pay Request in the form provided by Owner ("**Final Pay Request**"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("**Final Payment**"). Final Payment shall be made not later than 60 days after Owner determines that all conditions for final payment set forth in the Contract, including, without limitation, the conditions set forth in Section 7 of Attachment A to the Contract, have been satisfied and the Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the

property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI
DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("*Event of Default*"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.
8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or

otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made, or be valid, against the Owner or the Contractor.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received. Notices and communications to the Owner shall be addressed to, and delivered at, the following address:

Village of Bartlett Public Works
1150 Bittersweet Drive
Bartlett, IL 60103
Attention: John Pullia

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

ARCHON CONSTRUCTION CO., INC.
562 S. ROUTE 53
ADDISON, IL 60101
(630) 495-0015
Attention: DOMINIC FIORDIROSA

7.9 Governing Laws

This Contract shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise provided in this Contract, any reference to existing law shall be deemed to include any modifications of, or amendments, to existing law that may occur in the future.

7.11 Compliance with Laws

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall also comply with all conditions of any federal, state, or local grant received by Owner or Contractor with respect to this Contract or the Work. Further, Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

B. Certified Payrolls. Contractor shall, in accordance with Section 5 of the Illinois Prevailing Wage Act, 820 ILCS 130/5, submit to Owner, on a monthly basis, a certified payroll. The certified payroll shall consist of a complete copy of those records required to be made and kept by the Prevailing Wage Act. The certified payroll shall be accompanied by a statement signed by Contractor or subcontractor which certifies that: (1) such records are true and accurate; (2) the hourly rate paid is not less than the general prevailing rate of hourly wages required by the Prevailing Wage Act; and (3) Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. A general contractor may rely upon the certification of a lower tier subcontractor, provided that the general contractor does not knowingly rely upon a subcontractor's false certification. Upon two business days' notice, Contractor and each subcontractor shall make available for inspection the records required to be made and kept by the Act: (i) to Owner, its officers and agents, and to the Director of the Illinois Department of Labor and his or hers deputies and agents; and (ii) at all reasonable hours at a location within this State.

C. Liability for Noncompliance. Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

D. Required Provisions. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time of the Essence

Time is of the essence in the performance of all terms and provisions of this Contract Calendar Days and Time.

7.14 Calendar Days and Time

Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

7.15 Severability

It is hereby expressed to be the intent of the parties to this Contract that should any provision, covenant, agreement, or portion of this Contract or its application to any Person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Contract and the validity, enforceability, and application to any Person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Contract to the greatest extent permitted by applicable law.

7.16 Entire Agreement

This Contract constitutes the entire agreement between the parties to this Contract concerning the work and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Contract.

7.17 Amendments and Modifications

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the corporate authorities of the parties in accordance with all applicable statutory procedures.

7.18 Conflicts of Interest

Contractor represents and certifies that, to the best of its knowledge, (1) no elected or appointed official, employee or agent of Owner has a personal financial interest in the business of the Contractor or in this Contract, or has personally received payment or other consideration for this Contract; (2) as of the date of this Contract, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Contract; and (3) neither Contractor nor any person employed by or associated with Contractor shall at any time during the term of this Contract obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Contract.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

ATTEST:

VILLAGE OF BARTLETT

By: _____
Lorna Giles, Village Clerk

Kevin Wallace, Village President

ATTEST:

ARCHON CONSTRUCTION CO., INC.

By: _____

By: _____

**NAME OF CONTRACTOR'S
EXECUTING OFFICER**

Title: _____

Title: _____

**TITLE OF CONTRACTOR'S
EXECUTING OFFICER**

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

_____ **[EXECUTING OFFICER]**, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

DATED this _____ day of _____, 2021.

ATTEST

ARCHON CONSTRUCTION CO., INC.

By: _____

By: _____

INDIVIDUAL

Title: _____

Title: _____

President

Subscribed and Sworn to

My Commission Expires: _____

before me this ____ day of _____, 2021.

Notary Public

[SEAL]

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project:**

The Project can generally be described as the rehabilitation of approximately 46 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents. The scope of the Project shall include all equipment, materials, labor, training, warranties and construction and/or installation services necessary to implement the contemplated construction.

2. **Work Site:**

The M-4, E-1 & N-1 Sanitary Sewer Basins in the Village of Bartlett.

3. **Permits, Licenses, Approvals, and Authorizations:**

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations. Those specific to this contract include:

1. Bartlett Business License

4. **Completion Date:**

June 30, 2021, plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

5. **Insurance Coverage:**

Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limits of Insurance

1. Coverage shall be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence with a general aggregate limit no less than **\$5,000,000**.

- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. **Workers' Compensation** insurance as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
2. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner (sometimes alternatively referred to herein as the "Village") requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

B. Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: The Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Village guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Owner.

C. Other Insurance Provisions

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

1. **The Village of Bartlett and its officers, officials, employees and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if a later edition used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Village, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, or its officers, officials, employees, or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be cancelled, except with notice to the Owner.
4. With respect to the Contractor's ongoing insurance obligation after the duration of the Contract, Contractor may alternatively maintain Commercial General Liability ("CGL") and if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each occurrence CG

04 1393, or substitute form providing equivalent coverage, and shall at a minimum cover liability arising from products completed operations and liability assumed under an insured contract.

D. Claims Made Policies

All coverages shall be provided upon an occurrence basis unless claims made coverages are expressly approved in writing by the Village Administrator, in her sole discretion, prior to the start of construction. If any coverage required is proposed to be written on claims-made coverage form:

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

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 Owner.

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 Owner for all work performed by the Contractor, its employees, agents and subcontractors. Owner shall be named as alternative employer on the Contractor's Worker's Compensation coverage.*

G. Verification of Coverage

Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

H. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall ensure that the Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at

least as broad as CG 20 38 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

6. **Contract Price:**

A. See Attachment A-1.

7. **Progress Payments:**

A. **General.** Contractor shall provide monthly invoices to the Owner throughout the Project. It shall be a condition precedent to the Owner's obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, not less than seven (7) days prior to the first of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Progress Payment Documents".

1. An itemized Application for Payment for operations and Continuation Sheets using AIA G702 and G703 (or EJCDC equivalent) supported by such data to substantiate the Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, and reflecting a 10% retainage until after final acceptance has been made by the Owner. Payments shall be further reduced by such additional amounts as the Owner determines for non-conforming work and unsettled claims.
2. A General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company.
3. Current Partial Waivers of Lien from the Contractor and from all subcontractors of every tier that furnished labor, materials and/or equipment in connection with the Project and from all material suppliers that supplied material in connection with the Project covering such period.
4. All of the Progress Payment Documents shall be sworn to and notarized.
5. Such additional documentation and/or information requested by the Owner relative to said payment and/or as otherwise required under the Contract Documents.
6. Certified Payrolls as defined in Section 7.11 of the Contract.
7. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. The Village Engineer will, within ten (10) days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to the Village, or return the Application to Contractor indicating in writing the Village Engineer's reasons for refusing to recommend payment and/or how the Contractor's Progress Payment Documents are deficient. In either case, Contractor may make the necessary corrections and resubmit the Application. Provided the Contractor's Progress Payment Documents are not deficient, ten (10) days after presentation of the Application for Payment to

Owner with the Village Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner may withhold payment of any Applications for Payment until any such deficiency in the Contractor's Progress Payment Documents that it has notified the Contractor of has been satisfied.

C. Value of Work. The Value of the Work shall be determined as follows (when applicable):

1. Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("**Breakdown Schedule**"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

2. Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

D. Contractor's final Application for Payment documentation shall include the following:

1. Updated final statement, accounting for final changes to the Contract Sum.
2. AIA Document G706 (or EJCDC equivalent), "Contractor's Affidavit of Payment of Debts and Claims".
3. AIA Document G706A (or EJCDC equivalent), "Contractor's Affidavit of Release of Liens".

4. AIA Document G707 (or EJCDC equivalent), "Consent of Surety to Final Payment".
5. General Contractor's Sworn Statement in form customarily used by Chicago Title and Trust Company, and current final lien waivers from: 1) Contractor; 2) all subcontractors of every tier that furnished labor and/or materials in connection with the Project Work, and 3) all suppliers that furnished materials and/or equipment in connection with the Project.
6. Certified Payrolls as defined in Section 7.11 of the Contract.
7. Such other documents as required in the Contract Documents.

The documents referenced in section 5.4 of the Contract and the documents referenced in subparagraphs 1 through 7, inclusive, of this subsection D are collectively referred to as the "Final Payment Request Documentation".

- E. It shall be a condition precedent to final payment required by the Owner hereunder that the Village Engineer has determined that the Project Work being invoiced is free from any defects and has been completed in accordance with the terms and conditions of the Contract. The Owner shall deduct from the final payment hereunder amounts as determined from incomplete Work, including but not limited to, 100% of the value of the punchlist work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.
- F. Payments shall be further contingent upon the consent of the surety issuing the Performance and Payment Bonds and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.
- G. Provided the Owner has complied with its payment requirements as provided herein, in the event the Contractor, the Owner and/or the Village 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 claims. In the event a lawsuit is in fact filed within the statutory period, the Owner, 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 Owner. 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 Owner with an indemnification agreement and an additional mechanic's lien bond in form approved by the Owner issued by a surety company acceptable to the Owner.
- H. It shall also be a condition precedent to any payment hereunder that the Contractor and each of its subcontractors must complete and submit Certified Payrolls to the Owner covering all payouts in strict compliance with the Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) using

forms furnished by the IDOL (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

- I. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

ATTACHMENT A-1
SCHEDULE OF PRICES
VILLAGE OF BARTLETT
Sanitary Manhole Rehabilitation Project
Bid Proposal

Proposal for Contract Document. We hereby agree to furnish to the Village of Bartlett all items required to complete the **Sanitary Manhole Rehabilitation Project** in accordance with provisions, instructions, and specifications of the Village of Bartlett for the prices as follows:

No.	Description	Unit	Quantity	Unit Price	Total Price
1	Geopolymer Manhole Lining	EA VF	22 MH 282'	\$180	\$50,760
2	Root Treatment	EA	6	\$1,240	\$7,440
3	Replace Bench/Channel	EA	0	\$	\$
4	Repair Bench/Channel	EA	2	\$412	\$824
5	Internal Chimney Seal	EA	0	\$	\$
6	External Chimney Seal	EA	0	\$	\$
7	Grout and Wipe Joints	EA	13	\$453	\$5,889
8	Curtain Grout	EA	12	\$860	\$10,320
9	Install Drop	EA	0	\$	\$
10	Post Rehab Vacuum Testing	EA	3	\$419	\$1,257
TOTAL BASE BID:					\$76,490.00

SEVENTY-SIX THOUSAND FOUR HUNDRED NINETY and ZERO Cents
(In Writing)

\$76,490 Dollars and 00 Cents
(In Figures)

ATTACHMENT B

VILLAGE OF BARTLETT

SANITARY MANHOLE REHABILITATION PROJECT TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATION COMPLIANCE REQUIREMENT

The following Special Provisions supplement the "Standard Specification for Road and Bridge Construction", most recent edition; "Supplemental Specifications and Recurring Special Provisions"; the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition; American Water Works Association (AWWA); Village Ordinances; Village's Material List; and the Village of Bartlett's requirements for utility construction, which apply to and govern the proposed improvement project and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

Any reference to standards throughout the plans or Special Provisions shall be interpreted as the latest standard of the Illinois Department of Transportation.

DESCRIPTION AND LOCATION OF THE WORK

This project "*Sanitary Manhole Rehabilitation*" consists of rehabilitation of 35 sanitary manholes and related work as further described in the Contract Documents. Locations and the project areas are provided as an exhibit and are included with these specifications. The CONTRACTOR shall perform work at locations shown on the exhibit or as otherwise directed by the OWNER.

PRE-CONSTRUCTION MEETING

The OWNER will hold a pre-construction meeting, which shall be attended by the CONTRACTOR and all other appropriate agencies, utilities, etc. The meeting will be held at a time agreed upon by both the OWNER and the CONTRACTOR.

The CONTRACTOR shall present executed contracts with bonds and insurance prior to or at this meeting. Also, the CONTRACTOR shall provide the names and phone numbers of responsible employees to be contacted off-hours for emergencies and an estimated construction schedule covering all work for the entire project.

SCHEDULE

Before work begins, the CONTRACTOR shall provide a schedule with adequate detail, showing how progress is anticipated in order to meet the completion dates shown in the contract. Work shall not commence on the project until the schedule is approved by the OWNER. An updated schedule shall be submitted anytime the work falls two weeks or more behind.

MATERIAL SUBMITTALS

All materials data sheets are to be submitted to the OWNER and approved before rehabilitation can proceed.

The following list of materials has been approved for use in manhole rehabilitation.

Patching Material. The following are approved for patching material: Quadex Hyperform; or approved equal.

Geopolymer Liner. The following are approved for geopolymer coat: Quadex Geokrete Lining System or approved equal.

Visible Infiltration - Approved materials to stop visible infiltration are the following: Quadex Quad-Plug; or approved equal.

Severe Active Infiltration - Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer.

Grout - Grouting installation shall conform to ASTM F2414-04.

Invert Repair and Patching (Fast return to service) – Hyperform or approved equal.

Invert Repair and Patching (Bypassed or No Flow) – Quad-Flow or approved equal.

Treatment of Exposed Rebar – Ospho or Corroseal Rust Converter

Secondary Corrosion Protection – Conseal ConBlock

Internal Chimney Seal. Sealing Systems, Flex-Seal Utility Sealant or approved equal.

External Chimney Seal. Shall conform to ASTM C923 and shall be Cretex External Classic or an approved equal.

Adjustment Rings. Shall be precast concrete unless rubber rings are specified by the ENGINEER. Concrete adjustment rings of uniform thickness shall be at least two (2) inches thick. The replacement precast grade adjustment shall provide a structural capacity equal to or greater than the existing specified manhole frame, and shall not affect the opening size or surface appearance. Rubber adjustment rings all be at least 1” thick and shall be EJ Infra-Riser or approved equal.

Bitumastic Gasket Material. Shall meet or exceed Federal Specification SS-S-210A. Material shall be EZ-STIK or approved equal.

Submittals. All materials sheets are to be submitted and approved before rehabilitation can proceed.

ITEM 1. GEOPOLYMER MANHOLE SEALING

Manhole sealing shall consist of all necessary measures to internally seal the manhole including a geopolymer wall coating, external or internal grouting, and reconstruction of bench/trough and shall establish structural integrity for the manhole and shall eliminate inflow and infiltration.

This work shall provide for a monolithic fiber-reinforced structural geopolymer spray liner intended to seal the entire manhole structure. The spray liner shall be a complete manhole reconstruction that stops inflow and

infiltration, providing a leak free structure, restoring structural integrity and providing protection against corrosion.

This specification shall govern all work, materials, and equipment required for manhole rehabilitation for the purpose of eliminating infiltration, exfiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity of the manhole as a result of applying a monolithic fiber- reinforced structural geopolymer liner to the adjustment, cone, wall and bench surfaces of brick, block, pre-cast or poured concrete, or other masonry construction material.

Described are procedures for cleaning, preparation, application and testing. The applicator, approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a geopolymer mix to form two coats of a structural monolithic liner, with machinery specially designed for the application. All aspects of the installations shall be in accordance with the manufacturer's recommendation and per the following specifications which includes:

- A. Remove loose and unsound material
- B. Clean area to be sprayed
- C. Eliminate infiltration
- D. Repair and fill voids
- E. Repair and seal bench trough/inverts
- F. Spraying the geopolymer monolithic liner
- G. Apply Secondary Corrosion Protection

A. Remove loose and unsound material:

Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and/or a scraper. Any loose debris on the benches, invert or walls of the manhole shall be removed by means of a scraper and vacuum machine or other approved method as long as it is taken from the manhole and not caused to go into the sewer. Any damaged manhole steps shall be removed prior to cleaning the interior of the manhole. Place covers over invert to prevent extraneous material from entering the sewer lines before cleaning.

B. Clean area to be sprayed:

The CONTRACTOR shall clean the interior surfaces of manhole removing all debris, dirt, oil, grease, remains of old coating materials, and any other extraneous materials. The CONTRACTOR shall then pressure wash (minimum 3,000 psi) the manhole walls to remove loose mortar, concrete, roots, and debris. Heavy grease build-up or unusual conditions may require hydro-blasting or chemical cleaning. Loose and protruding brick, mortar and concrete shall be removed using a mason's hammer and chisel and or scraper.

C. Eliminate infiltration:

The following are approved for patching material: **Quadex Hyperform**; or approved equal. This quick setting fiber reinforced calcium aluminate corrosion resistant cementitious material, shall be used as a patching material and is to be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	1400 psi @ 6 hrs.
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Bond	ASTM C882	>1600 psi @ 28 days
Shrinkage	ASTM C596	0%
Placement Time		5 to 10 minutes
Set Time		15 to 30 minutes

Approved materials to stop visible infiltration are the following: **Quadex Quad-Plug**; or approved equal. This rapid setting cementitious product specifically formulated for leak control, shall be used to stop minor water infiltration and shall be mixed and applied according to manufacturer's recommendations and shall have the following minimum requirements:

Compressive Strength	ASTM C109	>1000 psi @ 1 hour
Sulfate Resistance	ASTM C267	No wt. loss, 15 cycles @2000 ppm
Freeze/Thaw	ASTM C666, Method A	100 cycles
Pull Out Strength	ASTM C234	14,000 lbs.
Set Time		<1.0 minute

Approved materials to stop severe active infiltration shall be approved by Geopolymer manufacturer. Grouting installation shall conform to ASTM F2414-04. Grouting shall be performed anywhere where active infiltration cannot be stopped with the cementitious grout. All grouting work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

D. Repair and fill voids:

The CONTRACTOR shall fill any large voids using one of the approved patching materials. Active Leaks shall be stopped using quick-setting, specially formulated mixes, according to manufacturer's recommendations. Some leaks may require weep holes to localize infiltration during the application. After application the weep holes shall be plugged with quick setting material. After repairing and filling voids and preparations are complete, remove all loose material and wash again. Any bench or invert repairs shall be made at this time using the quick-setting patching mix.

E. Repair and seal bench trough/inverts:

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (1/2") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be spray applied. The finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

F. Spraying the Geopolymer monolithic liner:

Liner Material shall be **Geokrete Geopolymer**, or approved equal, made with a geopolymer mortar mix containing significant amounts of amorphous SiO₂ and Al₂O₃ and with microfiber reinforcement. The geopolymer powder shall meet the following acceptable values:

Oxide Content of Geopolymer Powder	Acceptable Values
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Oxides	(% wt.)
SiO ₂	40 – 55 %
Amorphous SiO ₂ (Geopolymer precursor*)	30 – 40 %
Al ₂ O ₃	13 – 30 %
Amorphous Al ₂ O ₃ (Geopolymer precursor*)	10 – 20 %
Total amorphous SiO ₂ + Al ₂ O ₃ (Geopolymer precursor*)	>50%
Total of OPC crystalline phases (% Portland Cement, i.e., C ₃ S, C ₂ S, C ₃ A, C ₄ AF)	<20 %
Total CaO	<25 %
Total Na ₂ O	0.35 – 2.0 %
Oxide Ratios	(ratio)
Amorphous SiO ₂ / Amorphous Al ₂ O ₃ (Ratio)	1-3
Total Na ₂ O / Amorphous Al ₂ O ₃ (Ratio)	0.05 – 1.2

*Geopolymer precursor, SiO₂ and Al₂O₃, shall exclude crystalline forms such as C₃S, C₂S, C₃A, C₄AF, Quartz, etc.

Documentation of these values for the Geopolymer precursor powder composition shall be required prior to acceptance of this bid. Typically, testing is run on the Geopolymer precursor, the powder passing a #200 mesh. The precursor composition is confirmed through a testing process which includes oxide composition and phase composition testing, using X-Ray Fluorescence (XRF) and X-Ray Diffraction (XRD), respectively.

The geopolymer liner shall be used to form a structural monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements:

Compressive	ASTM C109	>8000 psi @ 28 days
Tensile Strength	ASTM C496	>800 psi @ 28 days
Flexural Strength	ASTM C78	>800 psi @ 28 days
Modulus of	ASTM C469	>5,000,000 psi @ 28 days
Shrinkage @90%	ASTM C1090	0% @ 28 days
Bond	ASTM C882	>2500 psi @ 28 days
Density, Dry		80 ± 10lbs/ft ³
Density, When		110 ± 10lbs/ft ³
Freeze/Thaw	ASTM C666	300 cycles no vis. damage

During application the surface shall be clean and free of all foreign material and shall be damp without noticeable free water droplets or running water, but totally saturated just prior to application of material. Minimum total thickness for the liner shall not be less than one (1) inch and shall be from the bottom of the frame to the invert of the manhole. The surface shall then be troweled to a relatively smooth finish being careful not to over trowel. A brush finish shall be applied to the trowel-finished surface.

After the walls are coated, the invert covers shall be removed and the bench sprayed with excess materials applied in such a manner that a gradual slope is produced from the walls to the invert with the thickness at the invert to be no less than ½ inch. The wall/bench intersection shall be rounded to a uniform radius. The

full circumference of the intersection. Trough area shall be coated as required to seal all cracks and to provide a smooth surface.

The material shall have minimum of four (4) hours cure time before being subjected to active flow. Ambient conditions in the manhole are adequate for curing as long as the manhole is covered. Traffic shall not be allowed over manholes for twelve (12) hours after reconstruction is complete. Caution shall be taken to minimize exposure of applied product to sunlight, quick surface drying and air movement. At no time should the finished product be exposed to sunlight or air movement for longer than 15 minutes before replacing the cover. In extremely hot and arid climates, the manhole should be shaded while reconstruction is in process.

No application shall be made if ambient temperature is below 40 degrees Fahrenheit. No application shall be made to frozen surfaces or if freezing is expected to occur within the substrate within 24 hours after application. If the ambient temperatures are in excess of 95 degrees Fahrenheit, precautions shall be taken to keep the mix temperatures at time of application below 90 degrees Fahrenheit. Water temperature shall not exceed 80 degrees Fahrenheit. Chill with ice if necessary. Final acceptance shall be made upon successfully passing a vacuum test ensuring that no leaks are present.

G. Secondary Corrosion Protection (Antimicrobial Liquid or Acid Mitigation System)

Application of Antimicrobial Liquid or Acid Mitigation System, is to provide additional Microbiologically Induced Corrosion (MIC) resistance to the Geopolymer liner. The work consists of rolling, spraying or centrifugally applying Antimicrobial Liquid, Acid Mitigation System, or approved substitute compatible with the selected Geopolymer Liner, to the surface of the newly lined infrastructure. Equipment required for application can include centrifugal spray mechanisms, pneumatic spray pumps, hand pumps or paint style roller.

The Secondary Corrosion Protection shall be used as specified by the manufacturer and shall not be diluted in excess of the Manufacturer's recommendation for a full-strength coating.

The Secondary Corrosion Protection, shall be applied to the finished surface of the Geopolymer material during the application of the Geopolymer liner or anytime thereafter, as recommended by the Manufacturer.

The Secondary Corrosion Protection shall be applied adequately to achieve surface saturation.

The Secondary Corrosion Protection must be allowed to cure for a minimum of 30 minutes, or meet manufacturer recommended cure time, prior to releasing bypass or opening to any traffic.

All secondary corrosion protection work shall be considered incidental to the unit price bid payment item for **GEOPOLYMER MANHOLE SEALING**.

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Vertical Foot (VF) for **GEOPOLYMER MANHOLE SEALING** and shall include all labor and materials to rehabilitate the manhole as described in the above provisions (including bench and trough repairs). Measurement for payment shall be made from the invert to the bottom of the manhole frame and shall be measured to the nearest tenth of a foot.

ITEM 2. ROOT TREATMENT

Roots penetrating through any location in the manhole, shall be thoroughly cut, trimmed and removed and include the use of foaming herbicide to prevent growth.

If roots are present in joints that are to be grouted and sealed, or protruding through the chimney area that is identified to receive an internal chimney seal, roots shall be cut back as far back as possible so that they do not protrude through the internal chimney seal or grout. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

This work shall be paid for at the Contract Unit Price per Each for **ROOT TREATMENT**.

ITEM 3. REPLACE BENCH AND TROUGH

This item is for reconstruction beyond the standard rehabilitation provided under the item REPAIR BENCH AND TROUGH.

This work item shall consist of the complete removal and reconstruction of the entire manhole bench and trough. The existing deteriorated bench and trough area shall be completely removed to a minimum depth of 12 inches below the existing invert. Care must be taken to avoid damaging other areas of the manhole structure. Loose and broken concrete shall be routinely removed from the manhole to eliminate the possibility of pieces entering the sewer lines. After removal of loose and broken concrete, CA-7, (¾-inch to 1-inch) washed stone with no fines shall be installed to a depth of (8) eight inches as a base for the new bench and trough to be formed using Portland Cement Concrete, (PCC). Sanitary sewer service shall be maintained during bench and trough replacement. Minimum bench and trough thickness shall be four inches (4") in depth.

All inverts shall be formed to the diameter of the incoming and outgoing pipe diameter up to the pipe centerline and vertical beyond that point. The invert shall be formed to a depth of one-half to two-thirds the pipe diameter. Inverts shall be formed with a PCC mortar material and steel-trowel to produce a dense, smooth finish and shape to form a "U"-shaped channel connecting the pipelines. The new invert shall provide smooth transitions for pipes of different sizes, different elevations, and/or at different angles. The CONTRACTOR shall form benches to provide self-cleaning by sloping normally two (2) inches from manhole wall to edge of "U" channel with a smooth finish. The trough shall be troweled so that the wetted surface is smooth. The invert of the trough shall form a continuous conduit with the sewer pipe entering and leaving the manhole provided that the pipe was originally constructed or intended to be constructed in this manner. Care shall be taken to prevent the degradation of freshly poured benches and troughs.

The bench and trough shall be furnished in such a manner so that a watertight seal exists between the manhole walls, pipe, and bench/trough area. The finished bench and trough shall be cleaned of silt, debris or foreign matter of any kind.

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Each for **REPLACE BENCH AND TROUGH** and shall include furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work including removal of the existing defective bench and trough, and installation and sealing of the replacement bench and trough.

ITEM 4. REPAIR BENCH AND TROUGH

Invert repair shall be performed on all inverts with visible damage or where infiltration is present or when vacuum testing is specified. After blocking the flow through the manhole and thoroughly cleaning the invert, a quick-setting patch material shall be applied in an expeditious manner. The material shall be troweled uniformly onto the damaged invert at a minimum thickness of one-half inch (½") at the invert extending out onto the bench of the manhole sufficiently to tie into the structural monolithic liner to be sprayed applied. The

finished invert shall be smooth and free of ridges. The flow may be re-established in the manhole within 30 minutes after placement of the material.

The trough shall then be coated with a geopolymer product such as **Geokrete Geopolymer**, or equal in the manner specified in Geopolymer Manhole Sealing.

Method of Measurement and Basis of Payment: This item shall be paid for at the Contract Unit Price per Each as **REPAIR BENCH AND TROUGH**. The Contract Unit Price shall be payment in full for performing the work and for furnishing all labor, supervision, materials, equipment, and testing necessary to complete the work. **Note:** This item shall only be paid for where geopolymer coating is **NOT** being applied to the walls.

TEM 5. INTERNAL CHIMNEY SEAL

1.1 Scope of Work

~~The work covered by this item includes but is not limited to furnishing all labor, equipment, materials and supervision, and performing all work necessary to seal the manhole as specified herein. The work under this item includes the installation of Flex-Seal Utility Sealant internal manhole adjustment ring sealing system and accessories to the manhole through the frame joint area and the area above the manhole cone, including all extensions to the chimney area, as manufactured by Sealing Systems Inc., 9350 County Road 19 Loretto, MN, 55357 (800-478-2054) or an approved equal.~~

1.2 Area of Work

~~The work shall be performed in manholes as directed by the Owner's representative. The manhole sealing work will require an internal adjustment ring seal to be installed. The internal manhole sealing system may be required to be installed in manholes without easements. The manhole adjustment ring seal shall be installed after the manhole has been relined. The material used to reline the manhole shall stop at the base of the manhole frame, lining material shall not be coated over the cast iron frame itself. If relining is not specified ring sealing shall be one of the first items of work. The work shall progress continually until complete. Work on this shall be done during warm and dry weather as per the manufacturer's recommendation.~~

1.3 Internal Manhole Seals

~~(A) SEALS manhole seal shall be designed to prevent leakage of water into the manhole through the frame joint area and the area above the manhole cone including all extensions to the chimney area. Extensions shall include but is not limited to lifting rings, brick and/or block material that may have been used to achieve grade. The seal shall remain flexible allowing for the repeated vertical or horizontal movements of the frame due to frost lift, ground movement or the thermal movement of pavements. The final liner material shall be made no less than 170 mils. of corrosion resistant aromatic flexible urethane resin coating to be applied to the inside wall of the entire chimney area as described above. Mil thickness may vary depending on the local climate. The contractor should contact the manufacture for thickness recommendations. The product shall have a minimum elongation of 800% and hardness (Durometer) of 75. Final liner shall have a minimum tensile and adhesion strengths of 1150 psi and 175 lb. 1/in. respectively. The manhole sealing system shall conform to the physical requirements of ASTM D 412. The lining product shall have an aromatic urethane primer resin on the complete surface. The sealing system shall line the entire adjustment ring area from the top 2" of the cone/top of the manhole, over the grade ring area, and up 2" on to the inside of the casting frame. If the manhole has been relined prior to the seal installation the seal shall cover a minimum of 12 vertical inches or a minimum of 1 kit.~~

~~(B) INSTALLATION – All loose and protruding mortar and brick that would interfere with the seal's performance shall be removed. Any lips for gravel pan supports shall be cut off flush with casting. Patching cement shall conform to requirements of the manufacture. Any profiling cement work will require the contractor to contact the sealant manufacturer to determine in writing the proper time required for the cement to completely cure prior to installing this item. Preparation of the surface should include sandblasting (minimum of 70CFM) and an acetone wet wipe to ensure a clean surface as required by the manufacturer. Active leaks (infiltration) must be corrected by a method approved by the OWNER prior to installing an Internal Manhole Seal. The substrate surface must be free of sand, loose debris, latencies, dust, oil, grease or chemical contamination. A blower or torch may be required to completely dry the substrate surface or as recommended by manufacture. Flex-Seal Utility Sealant or approved equal may require the proper mixing of agents, as recommended by the manufacturer's instructions. Ensure casting and structure surfaces are clean and dry where the primer is intended to adhere. After allowing for proper drying of primer to occur, sealant may be applied by brush as evenly as possible over the entire chimney area that includes 2" above the frame joint area, 2" below the top of the manhole cone, and the area above the manhole cone including all extensions to the chimney area. The contractor is to furnish the OWNER (2) mirrors with extension handles that can be used to inspect sealant application to areas underneath frame without entry of manhole. These items will become the property of the owner upon completion and at no additional cost of this item. Cost for these items shall be included in the bid items for internal manhole sealing work.~~

1.4 Training/Manufacturer's Certification

~~The manufacturer must in writing certify that each of the contractor's representatives are approved to install Flex-Seal Utility Sealant or approved equal for this item. The training shall be included in the bid items for internal manhole seals. Contact the manufacturer for pricing 800-478-2054.~~

1.5 Submittals

~~The contractor shall submit shop drawings in accordance with the General Contract Conditions. The manufacturer's specifications for the materials and method for proposed installation of this item shall be submitted to the OWNER for the approval before internal sealing work commences.~~

1.6 Measurements and Payment

~~This item shall be paid at the Contract Unit Price per Each for INTERNAL CHIMNEY SEAL and shall include all labor and materials necessary to rehabilitate the adjustment and install the internal chimney seal.~~

ITEM 6. EXTERNAL CHIMNEY SEAL

~~Prior to installation of the external chimney seal, any required adjustment shall be completed. External chimney seals are to be installed per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and/or C-2) unless indicated otherwise by the ENGINEER. Acceptable external chimney seals are Cretex External Classic or an approved equal. This external sealing system shall prevent leakage of water into the manhole through the frame joint adjustment area. When the manhole is in the pavement, the CONTRACTOR shall be required to saw cut existing pavement to a minimum of a 5-foot by 5-foot square. This square cut shall allow for proper installation of the external chimney seal.~~

~~Frame seals shall remain flexible throughout a 50-year design life, allowing repeated vertical movement of the~~

frame of not less than two inches (2") and/or repeated horizontal movement of not less than one half inch (1/2").

~~The sleeve portion of the seal shall be corrugated with a minimum unexpanded vertical height of nine inches (9") and shall be capable of being mechanically locked to the base flange of the manhole frame casting. The sleeve and extension shall have a minimum thickness of 3/16 inches and shall be made from a high quality rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1,500 psi tensile strength, a maximum 18% compression set and hardness (durometer) of 48±5. The area of the seal that compresses against the base flange of the manhole frame casting and the chimney/cone shall have a series of sealing fins to facilitate a watertight seal.~~

~~The compression bands shall be integrally formed from a 16 gauge stainless steel conforming to the applicable material requirements of ASTM C-923, Type 304, with no welded attachments and shall have a minimum adjustment range of 2 diameter inches. Any screws, bolts or nuts used on this band shall be stainless steel conforming to ASTM F 593 and 594, Type 304.~~

~~All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.~~

~~**Method of Measurement and Basis of Payment:** This work shall be paid for at the Contract Unit Price per Each for **EXTERNAL CHIMNEY SEAL** and shall include all labor and materials necessary to install the external chimney seal for each manhole as specified in these provisions including procurement, installation and restoration.~~

ITEM 7 & 8. GROUT AND WIPE JOINTS & CURTAIN GROUT

This work shall govern all work, materials and testing required for chemical pressure grouting of manhole defects. Manholes or sections of manholes with leaks are shown on the Manhole Rehabilitation Schedule. Manhole structure grouting includes the sealing or plugging of the manhole base, walls, corbel/cone and chimney using chemical grout sealants to eliminate leakage. Chemical grout shall be injected into the soil surrounding the manhole as needed for complete sealing resulting in a grout curtain.

Grout and Wipe Manhole Joints: The procedure for Grout and Wipe Manhole Joints shall be the same as listed above for a complete curtain grout manhole, but will include all wall joints and areas with evidence of infiltration for each manhole indicated on the plans. Holes shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel.

Sealing after grouting wall joints shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

Curtain Grout Manhole: CONTRACTOR shall furnish all labor, supervision, materials, equipment and testing if required for the completion of chemical grout sealing of manhole defects in accordance with the Contract Documents. Manhole grouting shall not be performed until sealing of manhole frame and grading

adjustments is complete.

Equipment: The basic equipment shall consist of chemical pumps, chemical containers, injection packers, hoses, valves and all necessary equipment and tools required to seal manholes by chemical pressure grouting. The chemical injection pumps shall be equipped with pressure meters that will provide for monitoring pressure during the injection of the chemical sealants. When necessary, liquid bypass lines equipped with pressure-regulated bypass valves will be incorporated into the pumping station.

Chemical Sealing Materials: The chemical grout shall be **Avanti AV-100** or approved equal which has a documented record of satisfactory performance in sewer usage. All grouting materials shall be delivered to the job site in the original, labeled and unopened containers. The CONTRACTOR shall submit with bid, the brand name manufacturer of the chemical grout(s) intended to be used. The chemical grout(s) selected by the CONTRACTOR is subject to approval of the ENGINEER.

Mixing and handling of chemical grout, which may be toxic under certain conditions, shall be in accordance with the recommendations of the manufacturer and in such manner to minimize hazard to personnel. It is the responsibility of the CONTRACTOR to provide appropriate protective measures to ensure that chemicals or gels are handled by authorized personnel in the pro personnel thoroughly familiar with the handling of the grout material and additives shall perform the grouting operations.

Additives: the CONTRACTOR shall have the capability to incorporate additives into the grout material, including but not limited to glycol, latex, dichlobenil (Root killer), or diatomaceous earth. Additives to the grout mixture shall be at no additional cost to the Contract. All additives used are subject to approval of the ENGINEER.

Preliminary repairs: All cracked or deteriorated material shall be removed from the manhole and the CONTRACTOR shall cut and trim all roots within the manhole. The CONTRACTOR shall seal all unsealed lifting holes, unsealed step holes, pre-cast manhole section joints and voids larger than approximately one-half inches (1/2") in thickness with a waterproof quick-setting mortar, **Strong Seal QSR; Quadex Hyperform** or an approved equal in accordance with the manufacturer's specifications.

Drilling and Injection: Injection holes shall be drilled through the manhole at 120-degree angles from each other at the same plane of elevation. Rows shall be separated no more than three (3') vertical feet, and the holes shall be staggered with the holes in the rows above and below. Provide additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks and areas with evidence of leaks within the manhole structure, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of six (6) injection holes shall be provided in the walls/cone and three (3) injection holes at each pipe seal and at the bench/trough.

Manholes shall be grouted completely from the top of the corbel or bottom of flattop to the pipe invert. Grout shall be injected through the holes under pressure with a suitable probe. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Grouting from the ground surface shall not be allowed. Grout travel shall be verified by observation of grout to defects or adjacent injection holes. Provide additional injection holes, if necessary, to ensure grout travel. Care shall be taken during the pumping operation to ensure that excessive pressures do not develop and cause damage to the manhole structure or surrounding surface features. Grout shall be injected through the lowest holes first. The procedure shall be completed until the manhole is externally sealed with grout, resulting in a chemical grout curtain.

Sealing after Grouting: Upon completion of the injection, all chemical grout material shall be removed from interior surfaces of the manhole. After grouting is completed, the grout ports shall be removed and the remaining holes shall be cleaned with a drill and filled with quick-setting hydraulic mortar and troweled flush with the surface of the manhole walls or other surfaces. The mortar used shall be a non-shrink patching mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. In addition to filling the holes the interior surface of the manhole shall be patched with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal. This coating shall cover at least six inches (6") either side of the joint sealed or where injection holes were drilled.

Curtain Grout Bottom 48": The procedures for Curtain Grout Bottom, 48" shall be the same as indicated above, but shall be limited to the bottom portion of the manhole. Pipe seal grouting shall include all pipe seals in the specified manhole and grouting of the bench/trough, wall/bench joint and walls to the maximum height of 48" from the crown of the pipe. Provided additional injection holes near observed defects, bench and trough and at pipe seals. At all visible leaks, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. A minimum of three (3) injection holes at each pipe seal and at the bench/trough shall be required.

Sealing after grouting manhole bottoms shall be the same as above and shall include patching with a one-half inch (1/2") thick quick setting mortar such as **Strong Seal QSR; Quadex Hyperform** or an approved equal and shall cover at least six inches (6") either side of each location sealed or where injection holes were drilled.

All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.

Final Acceptance: After the specified sealing work has been completed, the manholes shall be visually inspected by the CONTRACTOR (as required) in the presence of the OWNER/ENGINEER and found to be acceptable. All rehabilitated manholes shall also be re-inspected for leaks tow (2) months after completion and resealed, if necessary, at no cost to the OWNER.

Method of Measurement and Basis of Payment: the CONTRACTOR shall provide the necessary tools and equipment to complete all work as described above. Payment shall be based on the Contract Unit Price per Each for **GROUT AND WIPE JOINTS** or **CURTAIN GROUT**.

ITEM 9. INSTALL DROP

~~This work shall govern all work and materials required to install an internal drop connection per the Manhole Rehabilitation Schedule of Repairs (Attachment A-1 and C-2) and shall conform to the Village Standard, Internal Drop Connection or approved equal. The existing bench shall be modified so that sewage flowing down through the connection can smoothly enter the existing performed channel at a 30-degree angle with the flow. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract. All debris shall be removed from the manhole after all work has been completed and shall be deemed incidental to the Contract.~~

Method of Measurement and Basis of Payment: This work shall be paid for at the Contract Unit Price per Each for **INSTALL DROP** and shall include all labor and materials necessary to install the drop connection.

ITEM 10. POST REHAB VACUUM TESTING

This specification shall govern the vacuum testing of sanitary sewer manholes and structures and shall be used as a method of determining acceptability by the OWNER, in accepting maintenance or installation of a sanitary sewer manhole or structure. Vacuum testing shall be according to ASTM C1244, except as specified otherwise herein. Other forms of testing of some manholes may be required, as deemed necessary by the OWNER.

At least ten percent (10%) of the total number of sanitary sewer manholes installed or receiving geopolymer coating shall be vacuum tested as specified herein. Manholes to be tested shall be selected by the OWNER at the time of testing. No advance notice will be provided to the CONTRACTOR as to which manholes will be tested. If more than ten percent (10%) of the manholes tested fail the initial test, an additional ten percent (10%) of the total manholes shall be tested at no additional charge. This process shall continue until a series of manholes (10% of the total) successfully test with no more than 10% initial failure or until all manholes have been tested. Additional vacuum testing required after failing the initial testing will be considered incidental to the contract and will not be paid for separately.

Manholes shall be tested after installation or rehabilitation and when all connections are in place. Lift holes, if any, shall be plugged with an approved, non-shrinkable grout prior to testing. Drop connections shall be installed prior to testing. The vacuum test shall include testing of the seal between the cast iron frame and the concrete cone, slab or grade rings. Manhole vacuum testing shall be performed after all adjacent underground utilities have been installed and all manholes have been backfilled and finished to final grade.

All manholes found to have been damaged or disturbed prior to the final inspection shall be corrected and vacuum tested at that time, regardless of whether or not they were originally vacuum tested. If a coating or lining is to be applied to the interior of the manhole the vacuum test must not be performed until the coating or lining has been cured according to the manufacturer's recommendations.

If existing manholes are to be vacuum tested (e.g. in the case of a sewer rehabilitation project), the OWNER and CONTRACTOR must deem the manhole structurally sound prior to vacuum testing.

Procedure for testing shall be as follows:

1. Temporarily plug all pipes entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the manhole.
2. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
3. A vacuum of at least ten inches of mercury (10" Hg) shall be drawn on the manhole. Shut the valve on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.
4. The pressure gauge shall be liquid filled, having a 3.5-inch diameter face with a reading from zero to thirty inches of mercury.

The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than one inch (1") Hg (i.e. from 10" Hg to 9" Hg) during the following minimum test times for various manhole diameters:

Rehabilitation work performed on all manholes shall be warranted from defects and failure for a period of three (3) years from the date of final acceptance. If the materials and installation furnished by the CONTRACTOR fail during this period, the CONTRACTOR shall repair the manhole at no expense to the OWNER.

MANHOLE REHABILITATION WARRANTY

When pumping and bypass pumping is required, the CONTRACTOR shall supply all necessary pumps, conduits and other equipment to divert the flow around the pipe section or manhole in which work is to be performed. The bypass system shall be of sufficient capacity to handle existing dry-weather flow plus additional flow that may occur during wet-weather (i.e. rainfall or snowmelt events). The CONTRACTOR shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system. Pumps and equipment shall be continuously monitored by the CONTRACTOR during the periods that pumping and bypassing are required. Bypass pumping, where required, shall be considered incidental to the Contract.

BY-PASS PUMPING

Method of Measurement and Basis of Payment: This item shall be paid at the Contract Unit Price per Each for POST REHAB VACUUM TESTING and shall include furnishing all labor.

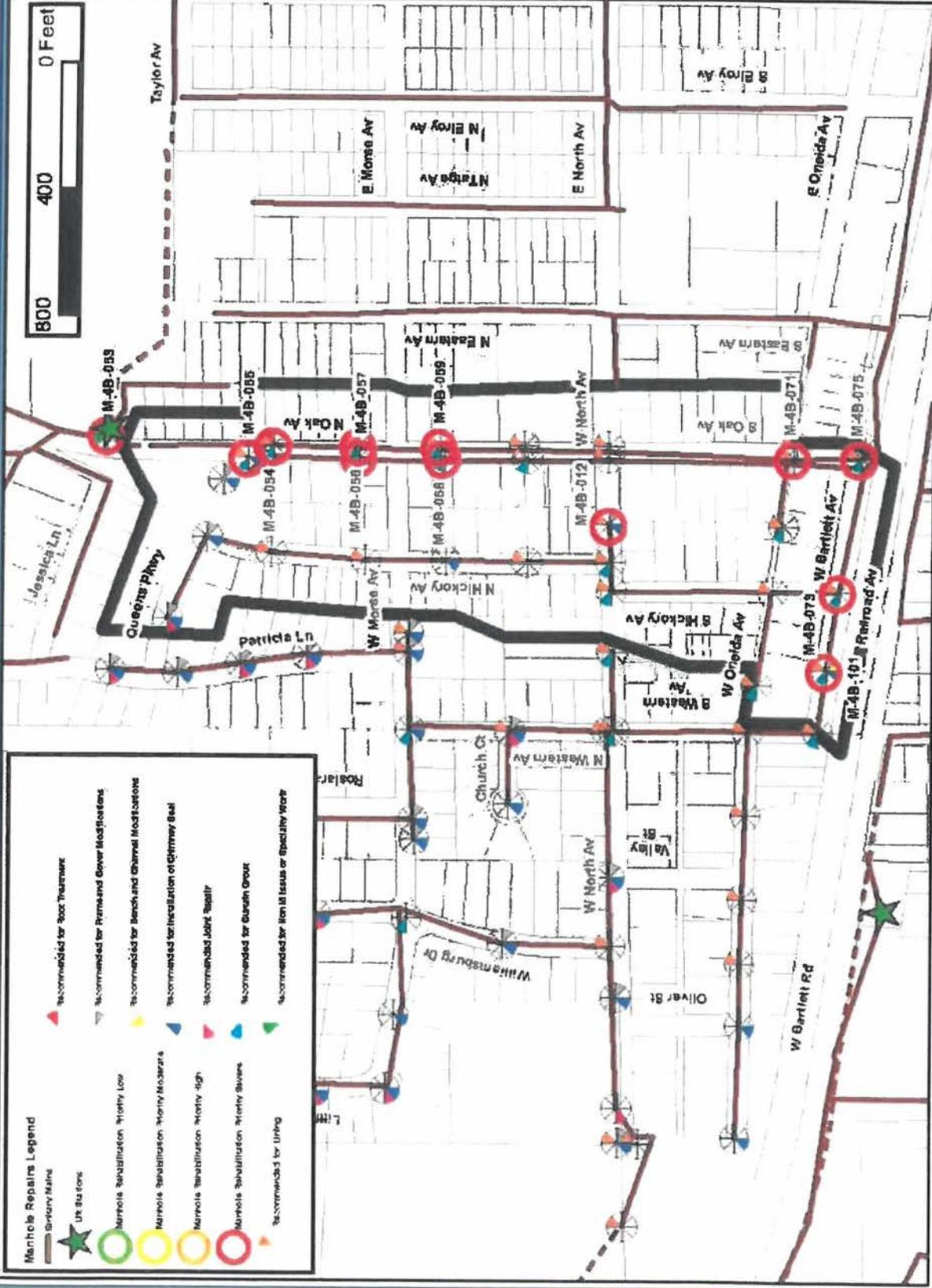
Depth (ft.)	Test Time (Seconds)									
	30	33	36	42	48	54	60	66	72	72
8	11	12	14	17	20	23	26	29	33	33
10	14	15	18	21	25	29	33	36	41	41
12	17	18	21	25	30	35	39	43	49	49
14	20	21	25	30	35	41	46	51	57	57
16	22	24	29	34	40	46	52	58	67	67
18	25	27	32	38	45	52	59	65	73	73
20	28	30	35	42	50	53	65	72	81	81
22	31	33	39	46	55	64	72	79	89	89
24	33	36	42	51	59	64	78	87	97	97
26	36	39	46	55	64	75	85	94	105	105
28	39	42	49	59	69	81	91	101	113	113
30	42	45	53	65	74	87	89	108	121	121

ATTACHMENT C

LOCATIONS AND PROJECT AREAS*

Street Location	MH No. (EEI No.)	Depth Rim to Invert (Feet)
421 Morse	M4061 (M-4A-018)	9'
Western in Street	M4058 (M-4A-020)	11'
410 W North Ave	M4071 (M-4A-007)	6'
S. Western/North Ave	M4057 (M-4A-028)	15'
418 W. Oneida Ave	M5050 (M-4A-036)	15'
S. Western/Oneida Ave	M4049 (M-4A-037)	16'
S. Western/Bartlett Ave	M4048 (M-4A-038)	14'
234 N. Oak Ave	M4033 (M-4B-055)	7'
223 N. Oak Ave	M4024 (M-4B-055)	10'
203 N. Oak Ave	M4023 (M-4B-056)	14'
204 N. Oak Ave	M4032 (M-4B-057)	14'
140 N. Oak Ave	M4031 (M-4B-058)	9'
141 N. Oak Ave	M4022 (M-4B-049)	11'
223 W. North Ave	M4040 (M-4B-012)	5'
Bartlett Ave (S of Parking Lot)	M4047 (M-4B-101)	13'
Bartlett Ave/S. Hickory Ave	M4035 (M-4B-073)	14'
S. Oak Ave/Oneida Ave	M4027 (M-4B-071)	9'
S. Oak Ave/Bartlett Ave	M4026 (M-4B-075)	17'
415 S. Hickory Ave.	N1082 (N1-A-009)	11'
268 W. Oak Glenn Dr.	N1086 (N1-A-015)	11'
111 Jervey Ln.	N1106(N1-A-020 086)	9'
564 Hawthorn Ave.	N1126(N1-A-024)	5'
505 Jervey Ave.	N1120(N1-A-034 033)	16'
905 La Jolla Ter.	E1011(E1-A-065)	9'
917 La Jolla Ter	E1009(E1-A-066)	11'
696 San Diego Pl.	E1017(E1-A-070)	16'
693 San Diego Pl.	E1006(E1-A-068)	11'
669 San Diego Pl.	E1007(E1-A-069)	8'
904 La Jolla Ter.	E1012(E1-A-072)	14'
503 Harbor Ter.	E1068(E1-A-044)	8'
549 Harbor Ter.	E1065(E1-A-048)	12'
958 Surf Ct.	E1127(E1-B-051)	7'
739 Cove Ct.	E1098(E1-B-098)	8'
743 Cove Ct.	E1097(E1-B-101B)	9'
743 Cove Ct.	E1096(E1-B-099)	10'
Total Manholes	35	
	Total Vertical Feet	384'

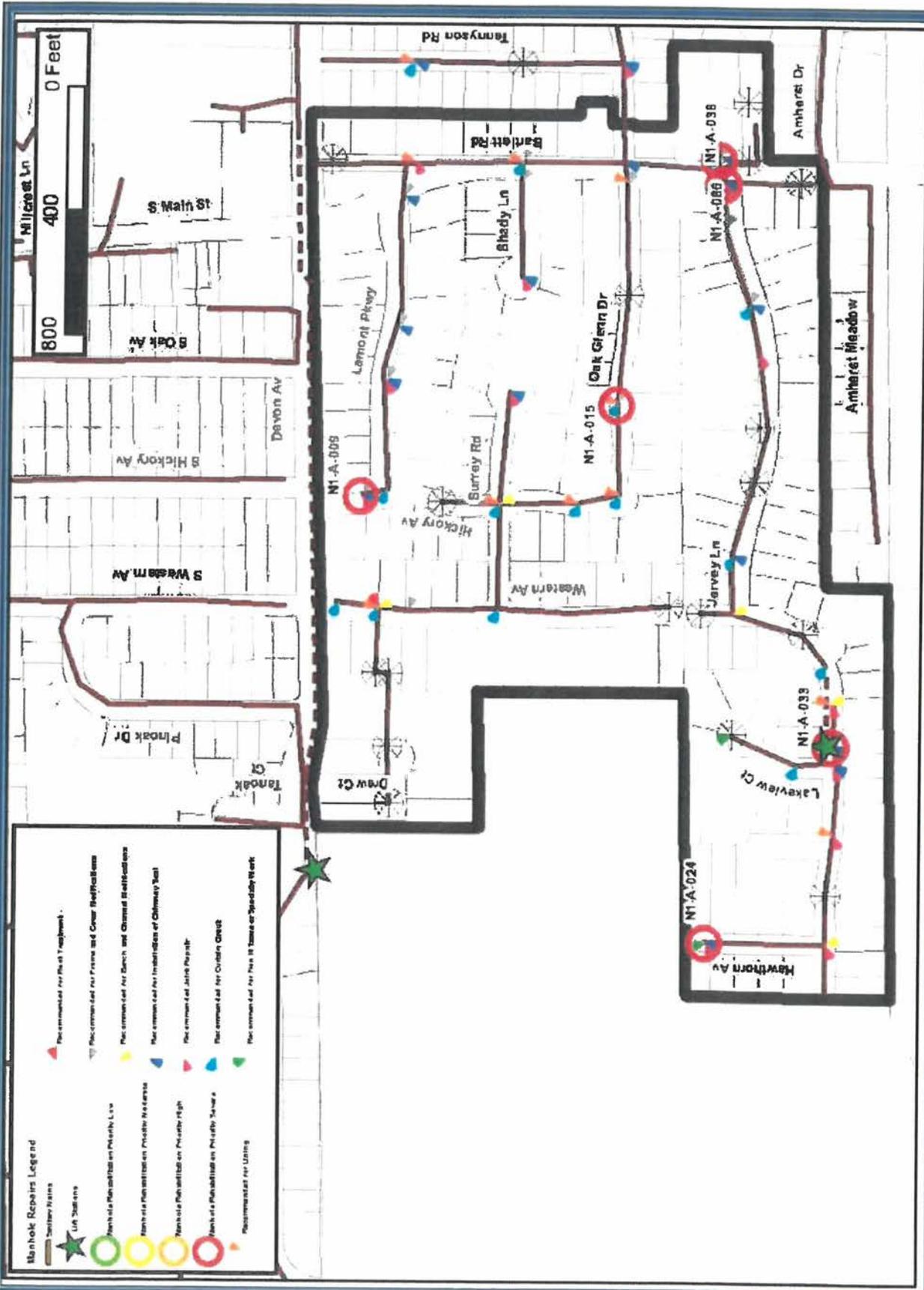
*For Specific, Individual Manhole Work See Appendix C.2 (Attached)



Manhole Repairs Legend

- Star: Utility/Main
- Green circle: Murosis Stabilization Priority Low
- Yellow circle: Murosis Stabilization Priority Moderate
- Orange circle: Murosis Stabilization Priority High
- Red circle: Murosis Stabilization Priority Severe
- Triangle: Recommended for Linking
- Red triangle: Recommended for Root Treatment
- Blue triangle: Recommended for Perms and Cover Modifications
- Yellow triangle: Recommended for Bench and Channel Restorations
- Blue triangle: Recommended for Resurfacing of Highway Bed
- Red triangle: Recommended Joint Repair
- Blue triangle: Recommended for Gully Out
- Green triangle: Recommended for Item M Issue or Specialty Work

<p>Engineering Enterprises, Inc. 11500 W. 112th St. Overland Park, MO 66204 Phone: 913.666.1100 Fax: 913.666.1101</p>	<p>Village of Bartlett 228 S. Main Street Independence, MO 64050</p>	<p>WILLIAM J. WILSON, P.E. 2011 E. 103rd St. Overland Park, MO 66202 Phone: 913.666.1100 Fax: 913.666.1101</p>	<p>2011 Reduction Program Manhole Inspections Summary</p>
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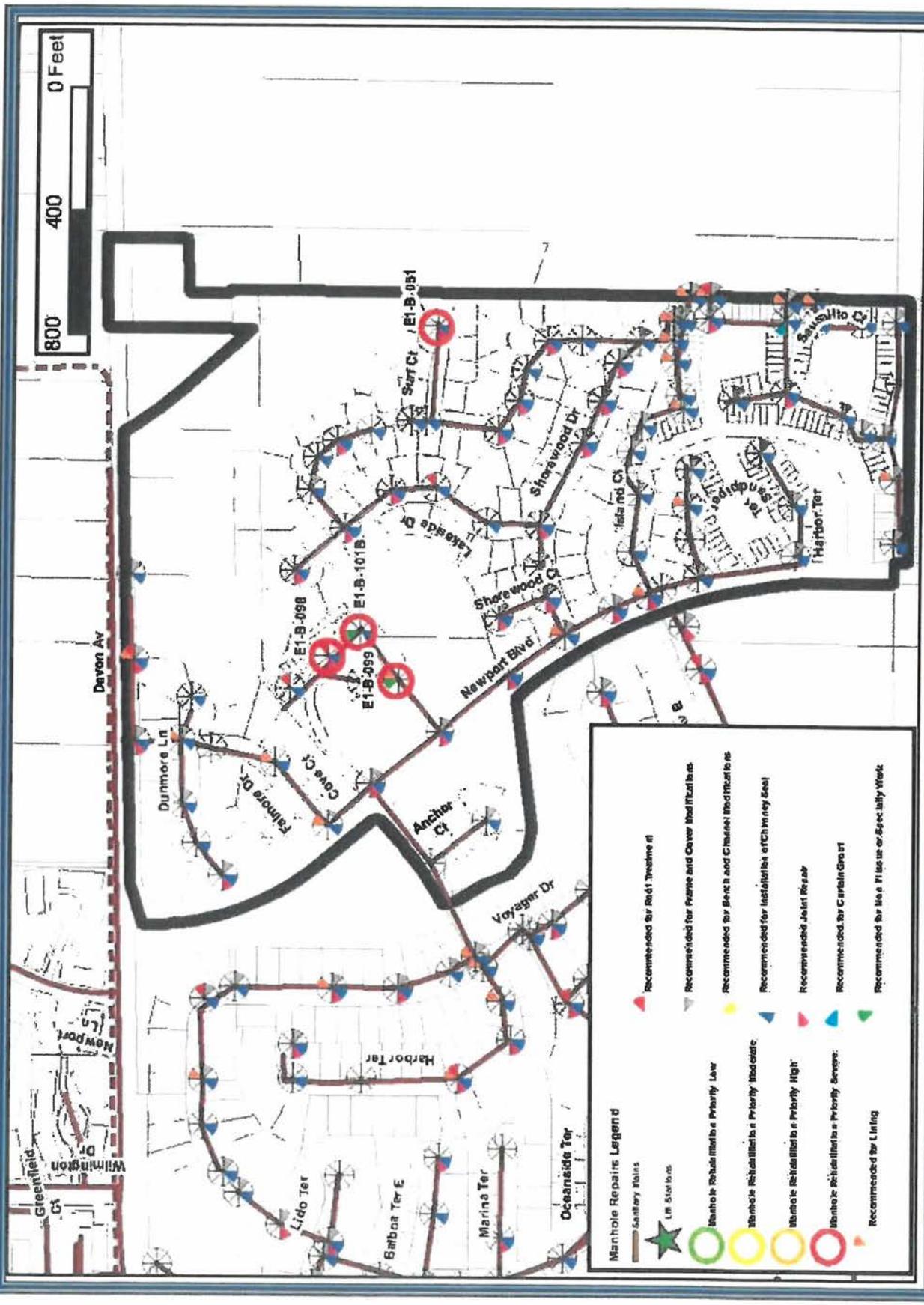
Appendix C-30
 Subarea N1-2A
 Manhole Inspection Summary

2023 Redaction Program

DATE	2/14/2023
PROJECT NO.	23-0027
BY	ML
DATE	01/11
DATE	01/11
DATE	01/11

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

Engineering Enterprises, Inc.
 2000 S. Main Street
 Bartlett, IL 60103



Manhole Repairs Legend

- Recommended for Reel Treatment
- Recommended for Frame and Cover Modifications
- Recommended for Bench and Channel Modifications
- Recommended for Installation of Chainway Seal
- Recommended Joint Repair
- Recommended for Corbin Graft
- Recommended for Heave or Excessive Settlement
- Sanitary Main
- LM Station
- Manhole Rehabilitation a Priority Low
- Manhole Rehabilitation a Priority Moderate
- Manhole Rehabilitation a Priority High
- Manhole Rehabilitation a Priority Severe
- Recommended for Lining

Appendix C-08
Subbasin E-1B
Manhole Inspections Summary

2011 Redaction Program

DATE	2/21/2013
PROJECT	2011 Redaction Program
BY	RL
DATE	2/21/2013
BY	RL

Village of Bartlett
2295 N. 1st Street
Bartlett, IL 60010

Engineering Enterprises, Inc.
2295 N. 1st Street, Bartlett, IL 60010
630-341-1000
www.eeinc.com

Summary of Work Needed in Severe Areas

Village of Bartlett, IL

Subarea	Subarea E1-A	Subarea E1-B	Subarea M1-A	Subarea M1-C	Subarea M1-B	Subarea M1-A	Total
Rating=3 (Severe)							
Manhole Lining	2	1	2	0	5	12	22
Manhole Root Treatment	2	1	1	0	0	2	6
Frame and Cover Modification							
Replaced Paved	1	0	0	0	3	1	5
Replaced Unpaved	0	0	1	0	0	0	1
Raise Paved	1	0	0	0	0	1	2
Raise Unpaved	1	0	1	0	0	0	2
Replace Cover	0	0	0	0	0	0	0
Bench/Channel Modification							
Replace	0	0	0	0	0	0	0
Repair	0	0	1	0	0	1	2
Installation of Chimney Seal							
Internal	3	1	3	0	0	2	9
External Paved	2	0	0	0	3	1	6
External Unpaved	0	0	0	0	0	0	0
Joint Repair							
Grout & Wipe	5	2	4	0	2	0	13
Wipe Joints	0	0	0	0	0	0	0
Curtain Grout	0	0	2	0	2	8	12
Non #1 Issue or Speciality Work	0	0	0	0	0	0	0
Total Recommended Repairs	17	5	15	0	15	28	80
Total Impacted MHs	6	4	6	0	7	12	35

ATTACHMENT D

WORKING HOURS

Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays, legal holidays, and on weekdays between 7:00 p.m. and 7:00 a.m. On Saturdays, no work shall begin before 9:00 a.m. or proceed after 5:00 p.m. without specific permission of Owner's Village Engineer.

CONSTRUCTION NOISE RESTRICTION

All engines and engine driven equipment used for construction or for hauling shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

WATER USE AND HYDRANT METER RENTAL

The CONTRACTOR must contact the OWNER before the bid to find out the rules, regulations and procedures of the OWNER for using municipal water hydrants. The CONTRACTOR shall either provide an approved water meter for the project or request use of a water meter from the OWNER for use in reporting water usage for the project.

It is the responsibility of the CONTRACTOR to find out from the OWNER any project specific information regarding the water meter rental, reporting, billing, and expense information. Before the issuance of a meter, the CONTRACTOR may be required to have their water vehicle inspected and tested by the OWNER. The CONTRACTOR'S vehicle must have a fixed air gap, or one fabricated, in order to pass inspection. The OWNER must be contacted in order to schedule this inspection. Only hydrant wrenches approved by the OWNER shall be used when securing water from hydrants.

The location of approved hydrants to be accessed for water usage will be determined by the OWNER. The CONTRACTOR must contact the OWNER in order to determine the closest approved hydrant to the project site. Under no circumstance shall water be obtained from an unapproved hydrant or facility without the OWNER's consent. Determination of available hydrants is encouraged before bidding. The cost to comply with these restrictions shall be at no additional expense to the OWNER or contract.

The CONTRACTOR shall be held responsible for any and all damages to the water system and appurtenances during its use including and not limited to water pipes, valves, hydrants, water meters, public and private property. The OWNER will return a meter deposit upon the return of the water meter in satisfactory condition. The OWNER will not make final payment until the water meter has been returned in satisfactory condition.

CERTIFICATION OF MATERIALS

The OWNER shall be furnished with a list of sources of materials before materials are shipped so materials can be inspected before shipping, if desired. All materials shall be subject to inspection at the source and at the job site. The OWNER may reject any materials at either location. All materials incorporated in this project shall be new materials from the approved OWNER material list unless specifically called out elsewhere in the Contract Documents for this project and approved by the OWNER in writing. Use of existing material or recycled materials shall not be permitted without the written consent of the OWNER. The CONTRACTOR shall furnish the OWNER with the manufacturer's certificates for all materials supplied to the project except those specifications exempted by the OWNER.

SUBMITTALS

The CONTRACTOR shall provide complete copies of required submittals as follows:

1. Construction progress schedule:
 - a. Two copies of initial schedule
 - b. Two copies of any revision
2. Traffic Control Plan
 - a. Three copies
3. Shop drawings: three copies.
 - a. Internal chimney seal
 - b. Manhole Grouting material data sheet
4. Other required submittals:
 - a. Three copies if required for review
 - b. Two copies if required for record

Deliver required copies of submittals to the OWNER.

CATALOGS

Each Bidder shall submit when necessary, or when requested by the OWNER, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the Specifications, necessary to fully illustrate and describe the material or Work proposed to be furnished. When equipment requires installation, the successful Bidder shall submit detailed shop drawings to the OWNER for approval. Drawings shall show the characteristics of equipment and installation details.

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to Bidder, if requested, at his expense. Each sample must be marked with Bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

DELIVERIES

If required or allowed, all materials shipped to the Village of Bartlett must be shipped F.O.B.

delivered, designated location, Bartlett, Illinois. If delivery is made by truck, arrangements must be made in advance by the successful Bidder in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:00 a.m. and 3:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

PRICES

Unit prices shall be shown for each unit on which there is a Bid and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at destination unless otherwise stated in the Bid Proposal.

SPECIAL NOTE

The Village of Bartlett reserves the sole right to extend the terms and conditions of this contract for a period up to two (2) additional years with the written consent of the contract

PROPOSAL

VILLAGE OF BARTLETT
CONTRACT FOR THE CONSTRUCTION OF
SANITARY MANHOLE REHABILITATION PROJECT

BIDDER'S PROPOSAL

Full Name of Bidder: Archon Construction Co., Inc. (Bidder)
Principal Office Address: 563 S Route 53, Addison, IL 60101
Local Office Address: 563 S Route 53, Addison, IL 60101
Contact Person: Dominic Fiordiroso Telephone Number: (630) 495-0015
E-mail Address: Dominic@Archon.Construction

TO: Village of Bartlett ("Owner")
228 South Main Street
Bartlett, Illinois 60103
Attn: Dan Dinges, Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("*Bid Package*").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package:

(1) to provide, perform and complete at the site or sites described in the Bid Package ("*Work Site*") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for **THE REHABILITATION OF APPROXIMATELY 35 SANITARY MANHOLE STRUCTURES INCLUDING PATCHING, GROUTING, GEOPOLYMER WALL COATING, AND RELATED WORK AS FURTHER DESCRIBED IN THE CONTRACT DOCUMENTS.**

(2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package.

PROPOSAL

(3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package.

(4) to pay all applicable federal, state and local taxes.

(5) to do all other things required of Contractor by the Contract

(6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("*Price Proposal*"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

We hereby agree to furnish to the Village of Bartlett all items required to complete the Sanitary Manhole Rehabilitation in accordance with provisions, instructions, and specifications of the Village of Bartlett for the prices as follows:

No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Geopolymer Lining	VF	22 Manholes @ 282' Vertical Ft.	\$180.00	\$50,760.00

PROPOSAL

2	Root Treatment	EA	6	\$1,240.00	\$7,440.00
3	Replace Bench/Channel	EA	0		
4	Repair Bench/Channel	EA	2	\$412.00	\$824.00
5	Internal Chimney Seal	EA	5		
6	External Chimney Seal	EA	2		
7	Grout and Wipe Joints	EA	13	\$453.00	\$5,889.00
8	Curtain Grout	EA	12	\$860.00	\$10,320.00
9	Install Drop	EA	0		
10	Post Rehab Vacuum Testing	EA	3	\$419.00	\$1,257.00
TOTAL BASE BID:					\$76,490.00

Seventy-Six thousand four hundred ninety Dollars and zero Cents
(In Writing)

\$76,490 Dollars and 00 Cents
(In Figures)

- (2) For providing, performing, and completing all Work related to the rehabilitation of approximately 35 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

PROPOSAL

1. For Unit Price Only, [The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

PROPOSAL

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check or Certified Check as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 10% bid bond dollars ("**Bid Security**").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

PROPOSAL

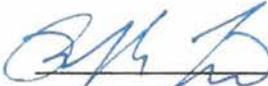
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 7th day of April, 2021.

ATTEST:

Archon Construction Co., Inc.

By: 
Title: Accounting

Bidder
By: 
Title: PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF BARTLETT
 CONTRACT FOR CONSTRUCTION OF
 SANITARY MANHOLE REHABILITATION PROJECT**

BIDDER'S SWORN ACKNOWLEDGEMENT

Diana Loizzo _____ [NAME] ("*Deponent*"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

The Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Archon Construction Co. Inc.

The officers of the corporation are as follows:

TITLE	NAME	ADDRESS
President	Diana Loizzo	33W588 White thorn Rd Wayne, IL 60184
Vice President		
Secretary	Margaret Vizdal	563 S Route 53 Addison, IL 60101
Treasurer		

WORK HISTORY STATEMENT

DATED this 7th day of April, 2021.

ATTEST:

Archon Construction Co., Inc.

By: Ralph Hess

By:

Bidder
Diana Loizzo

Title: Project Manager

Title: President

Subscribed and Sworn to

My Commission Expires:

6/8/2023

Before me this 7th day of APRIL, 2021.

Ralph B. Loizzo
Notary Public

[SEAL]



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

**VILLAGE OF BARTLETT
CONTRACT FOR**

SANITARY MANHOLE REHABILITATION PROJECT

BIDDER'S SWORN WORK HISTORY STATEMENT (Only required of new Bidders)

Diana Loizzo

[NAME] ("Deponent"),

being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

WORK HISTORY STATEMENT

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business:

Underground utility contractor specializing in Sewer, Water Main, and Boring

2. Composition of Work

During the past three years, Bidder's work has consisted of: (select below)

30 % Federal 50 % As Contractor _____% Bidder's Forces
10 % Other Public 50 % As Subcontractor _____% Subcontractors
60 % Private _____% Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 44 years.

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

WORK HISTORY STATEMENT

5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>Illinois Secretary of State</u>	<u>Business License</u>	<u>5120-622-3</u>	<u>08/11/21</u>

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

PROJECT 1

Owner Name: City of Bloomington, IL
Owner Address: 109 E Olive St, Bloomington, IL 61701
Description of Work Bloomington MH Repair
Contract Value 135,185.78

PROJECT 2

Owner Name: Village of Roselle, IL
Owner Address: 31 S Prospect St, Roselle, IL 60172
Description of Work Twin Culvert Rehab at Central Ave
Contract Value \$60,585.65
Telephone No.: (630) 980-2000
Telephone No.:

PROJECT 3

Owner Name: City of Linton, ND
Owner Address: 101 1st St NE, Linton, ND 58552
Description of Work City of Linton Sanitary Sewer System Imp - Various Streets
Contract Value \$49,152.00

WORK HISTORY STATEMENT

(701) 254-4460 / KPH was the General Contractor @ (701) 499-7979

Telephone No.: _____

PROJECT 4
(If bidder was subcontractor)

Owner Name: City of Urbana Champaign

Owner Address: 102 N Neil St # 1, Champaign, IL 61820

Description of Work UCSD FY19 Sewer Rehab & UCSD FY20 Sewer Rehab

Contract Value \$147,514.76

Telephone No.: Hoerr Construction - (309) 691-6653

DATED this 5th day of April, 2021.

ATTEST:

By: [Signature]
Title: Controller

Archon Construction Co., Inc.
Bidder [Signature]
Title: PRESIDENT

Subscribed and Sworn to My Commission Expires: 6/8/2023

Before me this 5th day of April, 2021.

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Archon Construction Co., Inc.
563 South RT 53
Addison, IL 60101

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ 10% of Total Bid Amount (Ten Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Manhole Rehabilitation
Various Locations

SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of such Contract and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1491917569)

Signed and sealed this 7th day of April, 2021



[Handwritten signatures]
(Witness)
[Handwritten signatures]
(Witness)

Archon Construction Co., Inc.
[Signature] 1977
(Contractor and Principal) (Seal)
(Title) *[Signature]*
The Hanover Insurance Company
(Surety) *[Signature]* (Seal)
(Title) Luke F. Praxmarer (Attorney-in-Fact)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Luke F. Praxmarer, Paul F. Praxmarer, Pramod Venkatesh and/or David Abramson

Of **Corkill Insurance of Elk Grove, IL** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

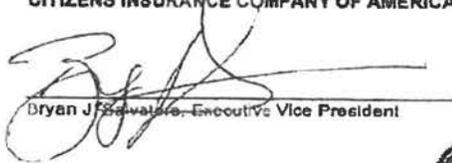
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

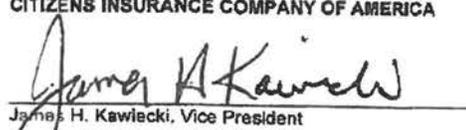
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of March, 2021.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

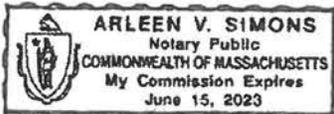

Bryan J. Swatara, Executive Vice President

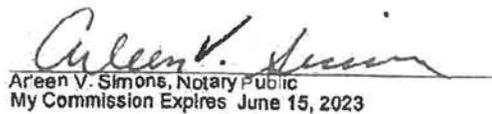

James H. Kawiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 11th day of March, 2021 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

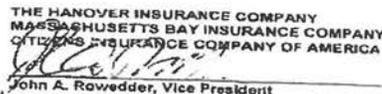



Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 7th day of April 2021.

CERTIFIED COPY

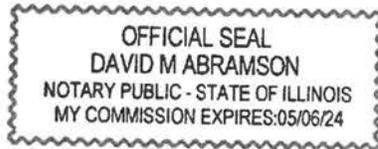
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of **McHenry**

On this **7th day of April, 2021** before me appeared **Luke F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of **The Hanover Insurance Company**, a corporation: that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



David M Abramson

Notary Public

My Commission Expires:
May 6, 2024

County of **McHenry**, State of **Illinois**