

Memo

To: Paula Schumacher, Village Administrator
From: Dan Dinges, Director of Public Works
Subject: **Arc Flash Assessment Contract Award**
Date: November 25, 2019

BACKGROUND

Every three (3) years, the Village undergoes a regulatory review through the Village's insurance agency. The previous review was completed on June 28, 2018, with recommendations following a few months later. During the Village's Regulatory Assistance Review, provided through the Intergovernmental Risk Management Agency (IRMA), one of the recommendation actions was the completion of an Arc Flash Assessment at Village-owned properties.

Arc flash, or blast, is created by electrical discharge, typically from an electrical source like a circuit panel, and "jumps" to an individual, causing severe injuries or even death. An arc flash assessment tests these risk areas for the potential of creating an arc flash, how large the arc flash may be and what personal protective equipment (PPE) should be worn to safely work on this equipment, whether it is a Contractor or Village Staff.

DISCUSSION

Village Staff met with the Flolo Corporation, who has done numerous electrical projects within the Village, and detailed the areas that should be assessed for arc flash. These areas include lift stations, water stations the Village Hall and Bartlett Hills. The Flolo Corporation proposal for the Arc Flash Assessment is \$28,200. The Village budgeted \$30,000 for this project split between the Water and Sewer Fund. An Agreement with the Proposal from the Flolo Corporation is attached for your review.

RECOMMENDATION

Based upon the proposal provided and past experiences with the Contractor, Staff recommends awarding the Flolo Corporation the project and entering into an agreement for the completion of an Arc Flash Assessment throughout Village-owned property.

MOTION

MOTION TO APPROVE RESOLUTION # 2019-____-R, A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND THE FLOLO CORPORATION FOR THE ARC FLASH ASSESSMENT

RESOLUTION 2019 - ___ - R

A RESOLUTION APPROVING THE CONTRACT BETWEEN THE VILLAGE OF BARTLETT AND THE FLOLO CORPORATION FOR THE ARC FLASH ASSESSMENT

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

SECTION ONE: That the total bid for the Village's Arc Flash Assessment Project, as more fully set forth in the Agreement hereinafter described in Section Two hereof (the "Project Work"), is hereby approved and a contract is hereby awarded to the following contractor:

The Flolo Corporation (the "Contractor") at the unit pricing set forth in its bid, which when applied to the estimated quantities for the Project Work, total \$28,200.

SECTION TWO: That the Bartlett Arc Flash Assessment Project Agreement between the Village of Bartlett and the Contractor for the Project Work, a copy of which is appended hereto and expressly incorporated herein by this reference (the "Agreement"), is hereby approved.

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

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED December 3, 2019

APPROVED December 3, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2019 - ___-R, enacted on December 3, 2019, and approved on December 3, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

**BARTLETT ARC FLASH ASSESSMENT
PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

This Arc Flash Assessment Agreement (the "Agreement") is entered this 3rd day of December, 2019 between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and The Flolo Corporation with Siemens PSS CoC. (the "Contractor") (Collectively, the "Parties").

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

Project Work.

a. For the assessment and analysis of all the systems that may pose the potential for an Arc Flash described within the Project Proposal (the "Project Work").

b. Contract Documents mean and include: (i) this Agreement; (ii) General Requirements attached hereto and incorporated herein; (iii) the Proposal attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control.

Completion Date. Contractor shall complete the Project Work in strict compliance with the requirements herein on or before April 30, 2020.

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

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

2. Owner does not guaranty the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

a. Contractor shall provide one invoice to the Village at the end of the Project Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Engineer, on or before the first day of the month in which the Contractor is applying for a payment, the

following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

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

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

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

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

(v) Certified Payrolls (defined below)

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

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

c. Following completion of the Project Work, Contractor shall furnish the Village the following documents: (1) final lien waivers from (i) Contractor; (ii) all subcontractors of every tier that furnished labor and/or materials for the Project Work; and (iii) all suppliers that furnished materials in connection with the Project Work; all of which shall be signed and notarized; (2) Certified Payrolls; and (3) such additional documentation and/or information requested by the Village relative to said payment.

d. In the event the Contractor, and or Village and/or Engineer is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in

its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

D. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Village of Bartlett, and its officials, officers,

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

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

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

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

Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the 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.

1. Minimum Scope and Limits of Insurance

a. Coverage shall be at least as broad as:

- i. 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 \$1,000,000 per occurrence with a general aggregate limit no less than \$2,000,000.
- ii. 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.
- iii. 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.

b. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or 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.

2. 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 insurer or the Owner.

3. Other Insurance Provisions

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

- a. 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.)

- b. 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.
- c. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Owner.
- d. 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 \$1,000,000 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.

4. 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:

- a. The retroactive date must be shown, and must be before the execution date of the contract or the beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- c. 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 the work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d. A copy of the claims reporting requirements must be submitted to the Village Administrator for review.

5. 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.

6. 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 Workers' Compensation coverage.

7. 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.

8. 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 28 04 13. Upon the Owner's request, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

I. Default.

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

J. Limitation on the Owner's Liability.

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

K. Hazardous Substances.

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal

Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Village. Contractor shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

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

L. Delays in Project Work.

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

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

M. Change Orders.

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

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

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

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

P. Exhibits and Contract Documents.

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

Q. Assumption of Liability.

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

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the

remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

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

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

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

U. Clean Air Act and Federal Water Pollution Control Act

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

V. Illinois Human Rights Act.

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

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

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

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or

understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

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

W. Guarantee.

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

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

X. Miscellaneous.

(1.) This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement

applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

VILLAGE OF BARTLETT:

THE FLOLO CORPORATION

By: _____
Kevin Wallace
Village President

By: _____
Title: _____

Attest:

Attest:

By: _____
Lorna Giles, Village Clerk

Title: _____

Date: _____

Date: _____

November 22, 2019

Mr. Tyler Isham
Village of Bartlett

Subject: PSS Proposal - Arc Flash Study - Budgetary
Proposal Number: PSS-083018-LMV-GR153

The Flolo Corporation with Siemens PSS CoC is pleased to submit our proposal per your request for a power system studies quotation for the electrical equipment based on the list of (36) sites provided by Mr. Tyler Isham, Management Analyst. Note: We based the various lift stations based on Country Creek and Devon Lift Station. A one-line diagram was not provided.

Pricing:

- Total investment for the professional engineering service is as follows:

POWER STUDY TYPE	INCLUDED	PRICE
Data Collection	Time & Expense	
Selective Coordination	No	
Short Circuit / Coordination	Yes	
Arc Flash with Labels	Yes	
Load Flow	No	
Harmonics	No	
Motor Starting Study	No	
Total Power Study – Budgetary Price		\$ 28,200.00

No 1 Line provided.

Optional Arc Flash Training

<i>Title</i>	<i>Duration</i>	<i>Base Rate 10 Students</i>
OSHA / NFPA70E – CEU's available on request	5 hour	\$6,000

Additional Students above 10 – each:

<i># Additional</i>	<i>11 to 20</i>	<i>21 to 30</i>	<i>31 to 40</i>	<i>41 to 50</i>	<i>50+</i>
Price each	\$200	\$175	\$150	\$125	\$100

Exceptions and Clarifications to Customer specifications:

1. The "Work Product Deliverables" shall include the report and arc flash labels where applicable. The report shall be provided in .pdf format electronically (or on CD at no extra cost if requested). Black and White copies are by request with a limit of 2. Additional B&W copies or color copies will be quoted upon request.
2. Power System Analysis software files are not included as "Work Product Deliverables". Power System Analysis software, notes, and calculations made in the development of the study report are considered Intellectual Property of Siemens as defined in Article 9: License and Intellectual Property of General Terms and Conditions (Service).
3. All data collection is by others and shall be provided on Siemens data collection forms –Siemens will review the data supplied for completeness and content – it is ultimately the responsibility of the customer to ensure the data provided is correct.
 - In the case that sufficient data is not provided within 60 days of the first request, Siemens reserves the right to cancel the study and bill for hours expended based on the current time and material rates.
4. Siemens will provide notification of any coordination issues or equipment failures prior to publishing the study. One revision of the model reflecting equipment changes will be implemented without charge **UNLESS** cabling or system connections are changed **OR** study content is added. Customer has 10 business days following notification of coordination issues or equipment failures to issue revisions, after which the study will be published. Once published, the study is complete from Siemens perspective and will be invoiced in full.
5. Siemens cannot guarantee selective coordination with the specified devices. Selective coordination between protective devices is dependent on the magnitude of the fault current imposed on the devices at their point of application, particularly when the devices have instantaneous trip functions. The study will be completed showing the degree of selective coordination with the specified devices.
 - If selective coordination cannot be achieved, consulting engineering services will be offered, based on the current time and material rates, to determine possible equipment and component changes necessary to achieve complete selective coordination.
 - Additional iterations of the study, after it is published, due to any issue other than an error on Siemens part, will result in extra costs
6. All AF label installation, as required, are by others or by Siemens at current time and material rates
7. Study quotes are a package price; deletion of any quoted line item will require a new quote.
8. Any relay settings other than over current (50/51 functions) are available by separate quote after the complete relay model number, required functions and operating sequences are provided.
9. Where application occurs in jurisdictions that have adopted current 2011 NFPA-NEC, Article 240.87 requirements, the design Engineer of Record (EOR) shall maintain the responsibility for implementing one of these provisions.
 - Add Zone interlocking,
 - or Differential relaying,
 - or enable the instantaneous trip if so equipped
 - or an energy-reducing maintenance switch, resulting in no intentional delay

If any of the above options or lack thereof, are in effect at the time of issuing this power system study, this shall be noted in the executive summary of the report.

10. Siemens produces a number of world class remote racking devices. The package of the study and a remote racking unit will ensure your plant meets all the applicable codes and regulations, resulting in a safer workplace for your employees. Please request a quote from your sales person.
11. It is ultimately the customer's responsibility to provide SIEMENS with all the required information to conduct the study, which could include collecting data for existing cable (sizes & distances), conduit types, existing upstream breakers, other over-current protective equipment nameplate data with setpoints as needed to complete the study, utility transformer information, distribution transformers, motor and drive equipment, power factor corrective and harmonic filter equipment, design loading parameters at key equipment switchboards MCCs and panel boards, specific switching and/or operational procedures and Bill of Material (BOM) of all the Siemens or third party equipment included in the scope of supply for the required studies. Missing or inaccurate data provided by the Customer is considered an Omission and is addressed in Article 6.2 of General Terms and Conditions (Service).
12. This proposal is based on the equipment and components shown on the drawings and listed in the specifications, when provided. Selective Coordination, as may be required by either specifications or NEC code, between protective devices is dependent on the magnitude of the fault current imposed on the devices at their point of application, particularly when the devices have instantaneous trip functions. For this reason Siemens can evaluate and show the degree of Selective Coordination with the devices specified. If Selective Coordination cannot be achieved, then additional engineering services can be provided, on a time and materials basis, to determine the equipment changes necessary to achieve complete Selective Coordination and run an additional coordination study case to demonstrate selectivity. Per NEC code, Selective Coordination is a mandatory requirement on certain emergency power systems and if the contents of the system indicate it may be, an evaluation will be provided. The local Authority Having Jurisdiction (AHJ) may apply or reject the code requirement based on their requirements.

Data Collection :

Field data is required to create the model of the facility electrical power distribution system for this project. This information may include, but is not limited to:

- Conductors: Type, size, length, insulation & conduit type, conductors per phase
- Circuit Breakers: manufacturer, model, frame amp and voltage rating, interrupting capability, and adjustable trip settings (if applicable)
- Relays (50/51): manufacturer, Model, CT ratio & tap setting, settings
- Fuses: manufacturer, type, continuous ampere rating, short circuit current interrupting rating, voltage rating.
- Transformers: nameplate rating, Primary-Secondary Winding Configuration and Voltages, Neutral Grounding Resistor Rating (if used), X/R ratio, and Percent Impedance (%Z)
- AC Induction Motors: HP, voltage, FLA, power factor, efficiency, number of poles and rated synchronous speed.
- Switchgear, MCC's, Panel Boards: manufacturer, model, Voltage Rating, Continuous Ampere Rating, number of phases, number of wires, and bus bracing rating.

- Utility data including source impedance, available fault current, and upstream protective device settings

Scope of Work:

Siemens will perform the power system studies on the requested equipment as described in this proposal. All studies are performed under the supervision of a licensed professional engineer with the aid of SKM Power Tools software.

Description of Studies

- A Short circuit study
- B Coordination Study
- C Arc Flash
- D Arc Flash Training
- E Harmonics Analysis
- F Load Flow / Circuit Balance Analysis
- G Motor Starting Study
- H Study Report

A. Short Circuit Study

A short circuit analysis will be done to calculate the currents that are expected to flow if a three-phase, phase to phase, phase to phase to ground, or single phase to ground fault occurs at any location in an electrical distribution system. These currents are the basis for evaluating short circuit ratings for switchgear, switches, circuit breakers, and fuses as well as developing time-current coordination curves.

The results of the short circuit analysis will be used to evaluate the performance of the electrical distribution system under fault conditions.

- The Short Circuit Study will determine the maximum duty that the system protective devices, cables, transformers, and interconnections will be subjected to in the event of three phase bolted faults.
- The system under study will be that represented by the one-line diagram. Short circuit calculations will be performed down to the change to single phase system.
- The study input data includes the utility short circuit contribution, resistance, and reactance components of the branch impedances, the X/R ratios, motor contributions, and other source impedances.
- Short circuit values will be calculated on the basis of maximum available fault current at each significant location throughout the system. The short circuit tabulations will include symmetrical fault currents and X/R ratios, for both momentary and interrupting conditions. For each fault location, the total duty on the bus or component will be listed with its respective X/R ratio.
- All short circuit calculations will be made in accordance with the latest standards adopted by the American National Standards Institute (ANSI) and the National Electrical Code (NEC).
- Short circuit fault calculations will be done to the 208Y/120 volt panel board level when supplied by transformer > 75kVA. Those supplied by < 75kVA may not be shown unless specifically requested as faults cannot exceed a 10kA value.
- Only the motor loads shown on the drawings have been considered in the electrical distribution system model. Motors less than 50HP will be modelled as an aggregate sum connected to the bus from which they are fed. Motors ≥50HP will be modelled as individual loads. Motors fed by Variable Frequency Drives (VFD) have been excluded unless they are provided with bypass

contactors. Drive design prevents contribution to the short-circuit current during a fault.

B. Coordination Study

A protective device coordination study will be done to achieve the best degree of selectivity possible. The protective devices will be set to disconnect a faulted component to limit damage to the component and to maintain normal service to the remainder of the electrical system. The first goal, limiting damage, requires fast operation. The second goal, maintaining service to the remainder of the system, requires selective operation between all protective devices that sense current for a particular fault. Selectivity is obtained by providing time delay such that devices closer to the power source operate slower for a given current than downstream devices. The coordination of time overcurrent devices is the attempt to balance the competing goals of speed and selectivity. Sometimes selectivity must be sacrificed to obtain the best overall coordination or to potentially reduce an arc-flash hazard.

A short circuit study is necessary as a pre-requisite to the execution of the coordination study.

The results of the coordination study will include recommended settings for adjustable protective devices such as relays and circuit breaker trip units. 50/51 and 50N/51N settings are provided as standard. Additional settings are available for other relay functions, i.e. 87, 81, 59/27, etc., at extra cost, based on the current time and material rates.

Unless specified, the coordination study will cover the electrical system from the utility service through the busses and distribution system. This includes transformers, fuses, breakers, panel boards and related equipment down to the single phase level. Content is governed by what is shown on the one line drawing.

The results of the study are presented graphically on time-current coordination curves. These curves illustrate the selected trip characteristics of the protective devices in series to the fault location, and show the degree of protection obtained for transformers, motors, etc., as well as selective tripping obtained from the backup protective devices. Non-adjustable protective devices applied at voltages 480V and below will not be plotted on Time-Current Curves (TCC) unless they affect the settings of upstream devices or affect selective coordination for Life Safety Systems.

The results of the computer study are presented as data tabulations under the following headings:

1. Short Circuit Data
 - Current values for maximum and minimum fault conditions in various locations and for each protective device.

2. Device Identification and Settings
 - This is a listing of relay types and available taps, current transformer ratios, fuse ratings, and the location of each device in the system.
 - The recommended pickup and time delay, and the instantaneous setting are provided for each overcurrent relay.
 - Any issues with the applied devices are included in the report.

Data Required:

The data required from the purchaser to enable Siemens to proceed with the device coordination study is as follows:

1. A single line diagram marked to show the location and function in the system of each protective relay, power fuse, and low voltage circuit breaker, as well as all other key electrical equipment.
2. The ratio of any instrument transformers energizing each relay.
3. The type designation, range of adjustment, style or catalog number, and the manufacturer of each protective relay. The existing settings on each relay should be included, if applicable.
4. Type designation, voltage and current ratings and manufacturer of all power fuses and specialty power factor correction or power quality provisional equipment.
5. For motor circuits, include the HP or kW rating of each motor shown on the one line drawing. Drive equipment nameplate parameters shall be provided and provision made for inclusion for loads that attribute measurable fault current to the system.
6. The type of breaker and its series trip coil setting for the 480-volt transformer secondary circuit, manufacturer and trip unit type.
7. Time separation of approximately 0.4 second at the maximum fault magnitude will be used for Medium Voltage relays unless otherwise instructed.

C. Arc Flash Hazard Study

An Arc Flash hazard analysis will be performed to determine the level of Arc Flash energy present during a fault condition. The level of incident energy at each switchboard, motor control center, panel board and ATS will be calculated; additional location can be included on a T&M basis. Current NFPA and IEEE standards are utilized to yield arc-flash hazard results which comply with the latest industry standards.

OSHA 29 CFR-1910 Subpart S and NFPA 70E require that arc-flash hazard analysis be performed in incremented five year periods or sooner whenever design implementations occur or circuit power arrangements are changed.

Arc Flash hazard labels for equipment needed are a product of the analysis. Labels provide qualified workers the information to determine the personal protective equipment (PPE) required to work on a given piece of equipment, or when the hazard level exceeds a safe work condition. One label will be provided for each piece of equipment listed above. Additional labels for multi-sectioned equipment can be provided for an additional cost.

Per IEEE 1584, "Equipment below 240V need not be considered unless it involves at least one 125kVA or larger low-impedance transformer in its immediate power supply." Arc Flash calculations, therefore, will not be done on systems 240V and below down stream of 125kVA and smaller transformers. These systems would deliver less than 10,000 short-circuit amperes and would be classified as 1.2cal/cm^2 .

Arc Flash calculations will be done at major bus and panel board locations only. Calculations at starters and disconnect switches have not been included.

The Siemens Service offered will provide the following required information:

- Arc Flash Incident Energy (AFIE) Levels at each defined location for a specified working distance.
- Flash Hazard boundary distances requiring usage of PPE.
- Identification of locations that exceed 40 cal/cm².
- A label to affix at each defined location, which describes the hazard.
- Recommended protective devices settings to provide a balance between system coordination and arc flash hazard

D. Arc Flash Training (option)

Electrical safety and NFPA70E training, and training manuals for a total of ten (10) students per course will be provided, during one (1) training course of five (5) hours duration. Training will be provided at the customer site or at a Siemens facility in Norcross, GA. Travel to Norcross, GA and lodging expenses are NOT included

E. Harmonics Analysis (option)

A harmonic analysis will be run to determine the voltage and current distortion resulting from non-linear loads applied to the distribution system. In order to perform a harmonic analysis a load flow analysis is required as described under Load Flow / Circuit Balance Analysis below.

Harmonic source models will be based on standard data integral to the SKM software program used to do the calculations; specific harmonic models will not be developed.

Harmonic calculations will be run one (1) time at a predetermined AFD loading and system configuration as defined by others. If the simulation shows non-compliance, additional calculations can be made considering alternate equipment and/or mitigating methodologies on a time and material basis.

F. Load Flow / Circuit Balance Analysis (option)

A load flow analysis will be run to calculate system voltage drops, phase angles, power flows (real and reactive), losses, and loading of lines and transformers under specified conditions. These conditions include the load at each bus, generator limits, and voltage control at certain buses. Bus loads are specified in terms of kW and kVAR and are modelled as constant kVA, constant current, or constant impedance. Load flow software determines bus voltages and line power flows by assuming an initial value of voltage at each bus, calculating the resulting line flows, and calculating new bus voltages based on the line flows utilizing an iterative linear algebra method called Newton-Rhapson. These updated voltages are compared to the previous voltages so as to achieve optimum balance of power supply throughout the distribution system. The process is repeated using updated voltages for each iteration until the voltages from successive iterations match to within a small error tolerance. At this point, the solution has converged and the voltages, power flows, and losses are as accurate as the system model will allow.

Load flow analysis is the most basic method to evaluate and predict the normal, steady state performance of an electrical system. Load flow analysis is required to perform a harmonic analysis.

Load Flow calculations will be done using maximum system load levels, or another load level, specified by others

G. Motor Starting Study (option)

A motor starting study will be run to evaluate the affects for motor starting on the distribution system. In order to perform a motor starting study a load flow analysis is required as described under Load Flow /

Circuit Balance Analysis. A baseline load study will be run with all loads connected and running to evaluate the steady-state voltage drop at each bus. Then various scenarios will be run to evaluate the affect on voltage drop by having all loads running while starting a particular motor.

A motor starting analysis can be a relatively simple calculation or a more complex one evaluating motor and system responses to the starting effects of voltage at the moment of starting. It does not indicate how the starting motor will perform.

Motor starting calculations will be made assuming 100% system loading and normal operating conditions as defined by others.

H. Study Report

The study results will be submitted with the following details and in electronic form, unless printed copies are defined in the customer specification.

- Summary report with full description of all studies.
- Interpretation guide for all computer listings and reports.
- Single line diagram.
- Arc Flash Hazard Analysis details and recommendations.

Payment Schedule:

<u>Completion of Progress Milestone</u>	<u>Percent of total contract amount to be invoiced:</u>
Power Studies Completion (each line item)	100%

Terms and Conditions:

This quotation will be subject to the current Siemens Electrical Terms and Conditions (copy attached). This offer limits acceptance to the terms contained herein, including the referenced selling policy.

Terms of Payment:

NET30 days from the date of the Siemens invoice to the customer for the total amount for the line items listed above.

Offer Validity:

This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Siemens. The return of a purchase order referencing the proposal number will be sufficient to form an agreement on the terms and conditions of this offer.