



# Agenda Item Executive Summary

**AGENDA ITEM:** Oak Avenue Watermain Lining Agreement      **BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$ 34,988.00	<b>Budgeted</b>	\$ N/A
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**Fund:** Water      **Corresponding Activity Measure:**

## EXECUTIVE SUMMARY

The Village experienced a watermain break along Oak Avenue directly beneath the railroad tracks. Due to the break's location, staff have sought different alternatives to repair the break, as a conventional repair is not feasible for this location.

Fer-Pal Construction of Elgin met with Staff on site to assess the situation. They have provided a quote to line the 125 feet of watermain with cured-in-place pipe (CIPP). The material utilized is intended for use under a pressurized pipe like watermain. The proposal is attached for review. Due to the emergency nature of the work, staff is requesting the board to waive the formal bidding process and enter into the attached agreement with Fer-Pal to complete the repair.

## RECOMMENDATION

Staff recommend waiving bids and awarding the Oak Avenue Lining contract to FER-PAL Construction USA, LLC of Elgin, IL.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Agreement w/ Attachments

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Evaluate budget, and implement water, wastewater, and stormwater infrastructure projects.

Short Term (1-3 Years):    Routine     Complex

Long Term (3-5 Years):    Routine     Complex

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2024-\_\_\_\_\_, A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE OAK AVENUE LINING PROJECT AGREEMENT WITH FER-PAL CONSTRUCTION USA, LLC OF ELGIN, IL

Staff: Dan Dinges, Director of Public Works

Date: October 28, 2024

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** Oak Avenue Watermain Lining Agreement  
**Date:** October 28, 2024

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The Village experienced a watermain break along Oak Avenue directly beneath the railroad tracks. Due to the break's location, staff sought out different alternatives to repair the break, as a conventional repair is not feasible for this location.

Fer-Pal Construction of Elgin met with Staff on site to assess the situation. They have provided a quote to line the 125 feet of watermain with cured-in-place pipe (CIPP). The material utilized is intended for use under pressurized pipe like watermain. The proposal is attached for review. Due to the emergency nature of the work and the availability of asphalt for the season ending within the next few weeks, staff is requesting the board to waive the formal bidding process and enter into the attached agreement with Fer-Pal to complete the repair.

Public Works staff will perform the excavation to the watermain, cutting of the pipe and restoration. Traffic will be detoured during the work, which is expected to take up to two weeks from start to finish. Staff has been in contact with Metra keeping them in the loop.

## **RECOMMENDATION**

Staff recommend waiving bids and awarding the Oak Avenue Lining contract to FER-PAL Construction USA, LLC of Elgin, IL.

### **MOTION**

**MOTION TO APPROVE RESOLUTION #2024- \_\_\_\_\_ A RESOLUTION WAIVING  
ADVERTISING FOR BIDS AND APPROVING THE OAK AVENUE LINING PROJECT  
AGREEMENT WITH FER-PAL CONSTRUCTION USA, LLC OF ELGIN, IL**

RESOLUTION 2024-\_\_\_\_\_

**A RESOLUTION WAIVING ADVERTISING FOR BIDS AND APPROVING THE OAK AVENUE WATERMAIN LINING AGREEMENT WITH FER-PAL CONSTRUCTION USA, LLC OF ELGIN, IL**

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**WHEREAS**, the Village of Bartlett (“Village”) Public Works Department has an immediate need to repair the watermain underneath Oak Avenue; and

**WHEREAS**, the Village Board has determined that the contract for the watermain lining is not adapted to award through the competitive bidding process at this time due to the nature of the work; and

**WHEREAS**, the Bartlett Public Works Department solicited proposals from qualified and reputable contractors to timely line the watermain, with Fer-Pal Construction USA, LLC, submitting a quote for the repair work in the amount of \$34,998; and

**WHEREAS**, the Village Board has determined that it is in the best interest of the health, safety and welfare of the Village of Bartlett and its residents to waive competitive bidding and enter into an agreement with Fer-Pal Construction USA, LLC, for the efficient and cost-effective remediation of mold at the control building.

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

**SECTION ONE: Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though fully set forth in this Section 1.

**SECTION TWO: Approval; Authorization.** The Village Board of Trustees hereby authorize and direct the Village President and Village Clerk to sign and attest, respectively, the agreement with Fer-Pal Construction USA, LLC for the watermain lining work, in a form substantially similar to that attached hereto as Exhibit A.

**SECTION THREE: Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the mold remediation work, such competitive bidding requirements are hereby waived based on the matters set forth in this Resolution.

**SECTION FOUR: Repeal and Savings Clause.** All resolutions or approvals in conflict or inconsistent with this Resolution are hereby repealed 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: November 5, 2024

APPROVED: November 5, 2024

\_\_\_\_\_  
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 2024 - \_\_\_\_\_ enacted on November 5, 2024, and approved on November 5, 2024, as the same appears from the official records of the Village of Bartlett

\_\_\_\_\_  
Lorna Giles, Village Clerk

#### **EXHIBIT A**

*Agreement with Fer-Pal Construction USA, LLC*

## CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") dated this 5<sup>th</sup> day of November 2024 ("**Effective Date**") is hereby entered into by and between the Village of Bartlett, an Illinois home rule municipal corporation ("**Village**"), and Fer-Pal Construction USA, LLC., an Illinois corporation ("**Contractor**"). At times, the Village and Contractor will be referred to individually as "Party" or jointly as "**Parties**" throughout this Agreement.

### RECITALS

**WHEREAS**, Contractor will be performing construction services on the Village's roadway located on Oak Avenue between the intersections of Railroad Avenue and Bartlett Avenue, Bartlett, Illinois ("**Property**"), with such construction services including the labor, disposal, material and equipment necessary to perform watermain lining at the location put forth in Contractor's Proposal (such services will be referred to collectively as the "**Work**"); and

**WHEREAS**, Contractor may have subcontractors, material suppliers, and one or more employees engaged in the performance of said Work; and

**WHEREAS**, this Agreement comprises the terms and conditions upon which the Contractor will perform the Work for the Village.

**NOW THEREFORE, IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village's home rule authority, the parties hereby agree as follows:

#### **SECTION 1. CONTRACTOR AND SCOPE OF SERVICES.**

**A. Engagement of Contractor.** The Village hereby engages the Contractor to perform the Work described in the Proposal for Watermain lining at Oak Avenue, a copy of which is attached hereto and incorporated herein as **Exhibit A** to this Agreement ("**Proposal**").

#### **B. Scope of Services.**

1. The Contractor shall provide the materials, services, and equipment to fully execute the Work described in the Proposal.
2. The Work shall be furnished and completed pursuant to the terms and conditions of this Agreement and as described in the Proposal.
3. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

## EXHIBIT A

4. Contractor shall employ all necessary measures to avoid damage to existing surrounding public and private property during Work. Persons other than those actually engaged in construction operations, inspections, or supervision thereof shall be prohibited from the Property.
5. Contractor shall conduct the Work and any debris removal in such a manner as to minimize interference with road, streets, walks, and other adjacent occupied facilities.
6. The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Village the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Village has made a timely and reasonable objection.
7. Contractor shall bind all subcontractors by the terms and obligations set forth in this Agreement. Contractor is liable for the acts of any subcontractors when performing the Work, as if the Work was conducted by the Contractor itself.
8. Contractor will provide the Village with the warranties described in the Proposal upon completion of the Work.

### **C. Labor and Materials**

1. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
3. Execution of this Agreement by the Contractor is a representation by the Contractor that it has conducted such investigations as may have been necessary to enable the Contractor to determine the cost of the Work and that it has sufficient information to complete the Work in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to, Contractor's obligations to perform the Work for an amount not in excess of the Contract Sum. The Contractor further acknowledges and declares that it has visited and examined the project site, examined all physical and other conditions affecting the Work and is fully familiar with all of the conditions thereon and thereunder effecting the same. In connection therewith, Contractor specifically represents and warrants to Village that prior to the submission of its bid it: (a) thoroughly examined the location of the work to be performed, is familiar with local conditions, and

## EXHIBIT A

thoroughly understands the physical conditions prevalent or likely to be encountered in the performance of the work at such location; (b) examined the nature, location, and character of the general area in which the project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (3) examined the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work within the Contract Sum.

**D. Commencement; Time of Performance.** The Work shall commence within seven (7) days of receipt by the Contractor of written notice that this Agreement has been fully executed by both Parties ("**Commencement Date**"). The Contractor must substantially complete the Work by November 2024. Time is of the essence for all matters concerning this Agreement.

**E. Reporting.** The Contractor will regularly report to the Village regarding the progress of the Work during the term of this Agreement.

**F. Term; Termination.**

1. **Term.** The term of this Agreement, unless terminated pursuant to Section D(2) herein, will expire upon the date the Village determines that the Work has been fully completed by the Contractor pursuant to this Agreement. A determination of completion will not constitute a waiver of any rights or claims that the Village has accrued prior to or following completion of the Work, with respect to any breach of this Agreement by the Contractor or any right of indemnification of the Village by the Contractor.

2. **Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement, at any time and for any reason, upon seven (7) days' prior written notice to the Contractor. In the event this Agreement is terminated by the Village, the Village hereby agrees to compensate the Contractor for the Work actually performed and reimbursable expenses actually incurred, if any, prior to the termination date.

## **SECTION 2. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor agrees to waive any and all rights of contribution against the Village and to defend, indemnify and hold harmless the Village and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the Contractor's performance of the Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the Work itself, including the loss of use resulting therefrom, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

EXHIBIT A

Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, defend, indemnify and hold and save harmless, the Village, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations hereunder, or Contractor's default of any provisions of this Agreement. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Section shall survive the voluntary or involuntary termination of this Agreement.

**SECTION 3. INSURANCE; PERFORMANCE AND PAYMENT BOND.**

**A. Minimum.** The Contractor will, at its sole cost, obtain and keep in force at all times during the performance of the Work and any part thereof, Workers Compensation and Employer's Liability Insurance, Commercial Liability Insurance, and Automobile Insurance in at least the type and amounts set forth below. The cost of such insurance will be borne by the Contractor.

**1. Workers' Compensation:**

- (a) State: Statutory
- (b) Employer's Liability
  - \$500,000.00 Per Occurrence
  - \$500,000.00 Disease, Policy Limit
  - \$500,000.00 Disease, Each Employee

**2. Commercial General Liability:**

- \$2,000,000.00 General Aggregate

**3. Business Automobile Liability (including owned, non-owned, and hired vehicles):**

- (a) Bodily Injury
  - \$1,000,000.00 Per Person
  - \$1,000,000.00 Per Accident
- (b) Property Damage
  - \$1,000,000.00 Per Occurrence
- (c) Umbrella Excess Liability
  - \$2,000,000.00 over Primary Insurance

**B. Evidence of Insurance.**

- 1. Prior to beginning the Work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

## EXHIBIT A

2. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction, or omission by the Village.
3. The Village shall have the right, but not the obligation, of prohibiting Contractor from commencing the Work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received by the Village.
4. Failure to maintain the required insurance may result in termination of this contract at the Village's option.

### **C. Miscellaneous.**

1. All policies of insurance purchased or maintained in fulfillment of this Agreement shall name the Village of Bartlett, its elected and appointed officers, employees, volunteers, and agents as additional insureds thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages required under this Agreement.
2. Any deductible or self-insured retentions must be declared to, and approved by, the Village. At the option of the Village, Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, elected and appointed officials, and employees or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration, and defense expenses.
3. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis.
4. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.
5. All the insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

## EXHIBIT A

6. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.
7. Nothing contained in this Agreement is to be construed as limiting the liability of the Contractor. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, or the Contractor, but are merely minimums.

**D. Performance and Payment Bond.** Contractor shall provide a Surety Bond (guaranteeing both faithful performance and payment to subcontractors and material suppliers for labor and materials), naming the Village of Bartlett as Obligee, for not less than one hundred percent (100%) of the contract amount listed under Section 4(A) of this Agreement, will be required prior to beginning construction and in a form approved by the Village Attorney. Such bonds shall include the provision guaranteeing the faithful performance of the Prevailing Wage Act. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

### **SECTION 4. COMPENSATION; PREVAILING WAGE.**

**A. Compensation.** The Village agrees to pay the Contractor for the performance of the Work a sum of \$47,000.00. Upon completion final completion of the Work, the Contractor must submit an invoice for the Work to the Village. Any payment to the Contractor from the Village is subject to the receipt by the Village of all required documentation, including, but not limited to, final lien waivers. The Village will remit payment of the Contract Sum to the Contractor in accordance with the Local Government Prompt Payment Act.

**B. Prevailing Wage.** The Village has determined that the Work provided for under this Agreement is subject to the Illinois Prevailing Wage Act, and the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute this Agreement in accordance with 820 ILCS 130/0.01, *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wages during the term of this Agreement shall be at the expense of the Contractor and not at the expense of the Village. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the Prevailing Wage Act and to obtain and furnish all such certified

## EXHIBIT A

records to the Illinois Department of Labor as required by statute or regulation, including certified payroll records. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen, and/or mechanics engaged in the Work, and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Village agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien, or suit.

The Contractor is advised that the Illinois Department of Labor revises the prevailing wage rates. The Contractor and every Subcontractor has an obligation to check the Illinois Department of Labor's website for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>.

The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the Subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that subcontract; and (2) require each subcontractor to insured into each lower-tiered subcontract and the project specifications for each lower-tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under that lower-tiered subcontract.

### **SECTION 5. SPECIAL PROVISIONS.**

**A. Compliance with Laws.** Contractor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal, or other governmental unit or regulatory body now in effect during the performance of the Work, and the orders and decrees of any court, administrative body, or tribunal in any manner affecting performance under this Agreement. By way of example, the following are included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations, and rules with which Contractor must comply: all forms of Workers' Compensation laws; the Illinois Human Rights Act; the Illinois Substance Abuse Prevention on Public Works Projects Act; the Social Security Act; laws related to contracts let by units of government; all applicable civil rights and anti-discrimination laws and regulations; and traffic and public utility regulations.

**B. Relationship of the Parties.** The Contractor will act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

## EXHIBIT A

**C. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of the Contractor or this Agreement; (2) as of the date of this Agreement neither the Contractor nor any person employed or associated with the Contractor has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Contractor nor any person employed by or associated with the Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

**D. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) 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.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.

**E. Mutual Cooperation.** The Village agrees to cooperate with the Contractor in the performance of the Work, including meeting with the Contractor and providing the Contractor with such information that the Village may have that may be relevant and helpful to the Contractor's performance of the Work. The Contractor agrees to cooperate with the Village in the performance and completion of the Work and with any other Contractors engaged by the Village.

**F. Freedom of Information Act.** The Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 *et seq.* In addition, Contractor must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to Contractor documents or otherwise appropriately respond to a request under the Act, then Contractor will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

**SECTION 6. GENERAL PROVISIONS.**

**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

**B. Assignment.** This Agreement may not be assigned by the Contractor without the express prior written consent of the Village.

**C. Binding Effect.** The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

**D. Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. 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; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Paula Schumacher  
Village of Bartlett  
228 S. Main Street  
Bartlett, IL 60103  
[pschumacher@bartlett.il.gov](mailto:pschumacher@bartlett.il.gov)

With a copy to:

Ancel Glink, P.C.  
140 South Dearborn Street  
Chicago, IL 60603  
Attn: Kurt Asprooth  
[kasprooth@ancelglink.com](mailto:kasprooth@ancelglink.com)

EXHIBIT A

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

Brian Donlon  
Fer-Pal Construction USA, LLC.  
1350 Gasket Drive  
Elgin, IL.60120

**E. Third Party Beneficiary.** No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

**F. Governing Laws.** This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue for any dispute arising out of relating to this Agreement will be in the Third District Court for the Circuit Court of Cook County, Illinois. In any suit or action arising under this Contract, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs of litigation. No suit or action shall be maintained by the Contractor, its successors or assigns, against the Village on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action shall be commenced within one year of the voluntary or involuntary termination of this Contract.

**G. Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

**H. Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.

**I. Exhibits.** Exhibit A, the, is attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement will control.

**J. Interpretation.** This Agreement will be construed without regard to the identity of the Party which drafted its provisions. Any rule of construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

**K. Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument, and any signatures to counterparts maybe

EXHIBIT A

delivered by facsimile or other electronic transmission and will have the same force and effect as original signatures.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be executed, effective on the date first above written.

**VILLAGE OF BARTLETT,**  
an Illinois home rule municipal corporation

By: \_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

By: \_\_\_\_\_  
Lorna Giles, Village Clerk

**FER-PAL CONSTRUCTION USA, LLC.**  
An Illinois Company.

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

EXHIBIT A

**EXHIBIT A**

*Proposal for the Watermain lining at Oak Avenue*  
(attached in the following pages)

**FER-PAL CONSTRUCTION USA, LLC CIPP BUDGET QUOTE**

**OCTOBER 24, 2024**

<b>Customer:</b>	Village of Bartlett, IL - Public Works Department
<b>Attention:</b>	Nick Talarico, P.E., Village Engineer
<b>Project</b>	Bartlett, IL - Oak Ave Metra Railroad Crossing - 8" CIPP Water Main Lining - <b>CLEAN, CCTV &amp; LINE ONLY</b>

Respectfully Submitted by: Chris Reynolds, Project Manager & Estimator, Fer-Pal Construction USA LLC

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL PRICE
1	Mobilization	1	LS	\$ 2,638.00	\$ 2,638.00
2	CIPP Water Main Lining 8" - Up to 125ft	1	LS	\$ 32,350.00	\$ 32,350.00

**TOTAL \$ 34,988.00**

INCLUSIONS AND EXCLUSIONS	INCLUDED	EXCLUDED
Materials and Installation Method	x	
Potable water certification : NSF 61	x	
Lining Reports, DVD Inspection Videos	x	
GPS As Builts		x
Laser Profile of inside the water main to determine the sizing of the water main	x	
Temporary Water By-Pass System to Service Residents or Commercial Industrial Buildings		x
Site permit, IEPA permit, DNR permit, parking permit, fire hydrants permit		x
Traffic control supply or handling, flagpersons, signage and barrels		x
Excavation, backfill and all surface restoration of access pits		x
Free use at all times of the closet fire hydrant or other adequate source of water (water tank truck)		x
Cutting of the water main to gain access to water main to be lined		x
Dewatering	x	
Shoring, shoring systems, engineered drawings for shoring system		x
Supply and/or handling of Jersey Barriers, Steel Plates and the like		x
Cleaning residues disposal if required		x
Flushing, disinfection, water sampling and water main commissioning		x
Pressure Testing of CIPP-Lined pipe per ASTM F1216-16-8.3 Standards	x	
Roads cleaning and landscaping		x
Pipe mechanical work		x
Tie-ins, connections		x
Bonds		x

**ADDITIONAL NOTES:**

<b>A</b>	Quote effective for 30 days
<b>B</b>	Price based on completing the project IN FULL in the 2024 Construction Season. If the project is subsequently phased, or any part of the project is moved into the following construction season, all costs associated with phasing and/or rescheduling of the project will be borne by the City or General Contractor.
<b>C</b>	Price subject to change based upon defined scope of work
<b>D</b>	Price includes Pipe Cleaning, Pre & Post CCTV Work, CIPP, and Pressure Testing (No Bypass Required per plans).
<b>E</b>	If steel plating is used, opening and closing of access pits shall be provided <b>BY OTHERS</b> .



FER-PAL CONSTRUCTION USA, LLC • 1350 GASKET DRIVE • ELGIN, IL. 60120 • (847) 214-0103

**FER-PAL CONSTRUCTION USA, LLC CIPP BUDGET QUOTE**

**OCTOBER 24, 2024**

<b>Customer:</b>	Village of Bartlett, IL - Public Works Department
<b>Attention:</b>	Nick Talarico, P.E., Village Engineer
<b>Project</b>	Bartlett, IL - Oak Ave Metra Railroad Crossing - 8" CIPP Water Main Lining - <b>CLEAN, CCTV &amp; LINE ONLY</b>

Respectfully Submitted by: Chris Reynolds, Project Manager & Estimator, Fer-Pal Construction USA LLC

**ADDITIONAL NOTES (continued):**

<b>F</b>	Price does not include night and/or weekend work
<b>G</b>	Price includes ONE (1) Mobilization; If more than one mobilization will be required, all costs associated with any additional mobilizations will be borne by the City or General Contractor
<b>H</b>	Access to Water Main, Tree and Shrub Clearing, Excavation, Shoring, Traffic Control, Watermain Reconnection, Chlorination, Reinstatement and ALL Hard & Soft Surface Restoration <b>BY OTHERS.</b>
<b>I</b>	Price includes bacterial sampling and testing of the temporary bypass system (when applicable) only; any additional required sampling or testing will be need to be handled by the City or General Contractor
<b>J</b>	Price includes access to water supply/hydrants within close proximity to each lining pit (maximum 200ft away); if water access is not within close proximity, water truck rental and truck driver costs will be borne by the City or Engineering Firm overseeing this project
<b>K</b>	The required pits & shoring <b>FOR LINING</b> shall be a minimum of 6' x 8' with an <b>approximate quantity of TWO (2) pits.</b>
<b>L</b>	Full and complete accessibility to lining pits for all Fer-Pal Construction trucks, trailers, equipment, etc. to be provided <b>BY OTHERS</b> for our cleaning, CCTV, Lining and Pressure Testing processes to be successful. Costs for additional backfill, earthwork around pits, etc to provide proper access for Fer-Pal Operations will be borne by the City or General Contractor.
<b>M</b>	Upon WM Cleaning and Pre-CCTV Inspection, if any water main breaks are discovered, and the break has created a pipe displacement to a point that Fer-Pal management deems the WM unlineable, costs for mobilization, cleaning and CCTV work will still be invoiced for payment, and other rehabilitation or replacement options will need to be discussed.
<b>N</b>	As clarification, per the SOPs for Fer-Pal Construction USA LLC, Fer-Pal crews will not enter an excavation or pit with a live valve in it and are not allowed to perform any CIPP processes or duties in or around a pit which has a live valve/bulkhead in the pit itself. The live valves or bulkheads <b>MUST</b> be outside the pit (minimum 4'-5') and either backfilled or fully braced to the outside of the shoring box.
<b>O</b>	Price includes pressure testing horizontal water main. If the exposed end(s) of the water main is at any type of angle, the ability to properly and safely brace and secure the ends of the water main for pressure testing is significantly reduced, as is a successful test outcome. Additional costs for equipment, material, manpower, etc. to achieve a successful pressure test on angled/deflected water main will be borne by the city or General Contractor.
<b>P</b>	Price includes dewatering of the water main following our standard processes of using swabs (sponges) and rubberized squeegees when necessary. If the main requires additional dewatering measures outside of our standard processes (pumps & hoses, Vac Truck rental, etc) any associated costs will have to be borne by the city and/or general contractor.
<b>Q</b>	All pits shall be fully enclosed on all 4 sides, with <b>all annular space backfilled with clear stone</b> and systems shall meet OSHA approved standards for shoring.
<b>R</b>	Access pits are to be excavated to a minimum of 1' below the invert of the existing watermain. In addition, up to 6" of clear stone shall be placed and maintained at the bottom of the access pits.
<b>S</b>	If any active infiltration is encountered in the existing main during the CIPP process, costs for any necessary additional excavations, internal repair sleeves, etc. will be considered T&M work and have to be borne by the city and/or general contractor.
<b>T</b>	Dewatering of access pits will consist of daily pumping down of Access Pits when necessary during Ferpal CIPP Lining Processes Only; Any additional necessary dewatering and/or sustained dewatering (i.e. well points, pump pits, 24hr pumping) is excluded.
<b>U</b>	If unknown/unforeseen bends, Vertical or Horizontal, are discovered during the CIPP Processes, all subsequent additional excavations, shoring, backfill, restorations, to be BY OTHERS. All costs for said excavations, shoring, backfill, restorations, etc. as well as all CIPP crew downtime, additional liners needed, re-mobilizations, et al, will be borne by the City or General Contractor.
<b>V</b>	If any active water services are deemed uncorkable due to the service being in a saddle, the service within the saddle is offset, the clock position of the service is not accessible, or other reasons, the cost to reinstate that service externally will be borne by the city.
<b>W</b>	Bends greater than 45-degrees <b>must</b> be excavated at the expense of the General Contractor
<b>X</b>	Minimum 25ft between bends is required
<b>Y</b>	If there are services found between bends that will require reinstatement, lining access pit excavation on one or both bends will be required, with ALL excavation, shoring, backfill and restoration BY OTHERS. All costs associated with these additional access pit excavations will be the responsibility of the General Contractor or Owner

