



Agenda Item Executive Summary

AGENDA ITEM: UST and Hydraulic Lift Removal Project **BOARD OR COMMITTEE:** Board Agreement for 555 W. Lake Street

BUDGET IMPACT

Amount \$41,600

Budgeted \$55,000

Fund: Lake Street TIF

Corresponding Activity Measure: N/A

EXECUTIVE SUMMARY

The Village received one bid for the removal of underground storage tanks and hydraulic lifts at 555 W. Lake Street. RW Collins Company was the lone bidder at \$41,600. The bid is approximately 24% under the engineer's estimate. The Village's hired environmental engineering firm for this project, The Deigan Group, reviewed the bid, and recommends accepting the bid and awarding RW Collins Company the UST and Hydraulic Lift Removal Project.

RECOMMENDATION

Staff recommends awarding the project to RW Collins Company

ATTACHMENTS (PLEASE LIST)

PDS memo, Bid Tabulation, Resolution with Bid Submittal and Project Agreement

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: N/A

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution – I move to approve Resolution 2025-____-R A Resolution Approving the UST and Hydraulic Lift Removal Project Agreement Between the Village of Bartlett and RW Collins Company
- Ordinance
- Motion

Staff: Kristy Stone, PDS Director

Date: July 3, 2025

PLANNING AND DEVELOPMENT SERVICES MEMORANDUM
25-38

DATE: July 3, 2025

TO: Paula Schumacher, Village Administrator

FROM: Kristy Stone, Planning & Development Services Director 

RE: **UST and Hydraulic Lift Removal Project – 555 W Lake Street**

BACKGROUND

Staff opened bids on July 2, 2025, for the Underground Storage Tank and Hydraulic Lift Removal Project at 555 W. Lake Street. This project represents the first step to remediate the former Marathon gas station property. The Village obtained a judicial deed for the property and has filed the necessary paperwork with the Office of the State Fire Marshal to change the ownership of the underground storage tanks.

DISCUSSION

The Village received one bid for the removal of underground storage tanks and hydraulic lifts at 555 W. Lake Street. RW Collins Company was the lone bidder at \$41,600. The bid is approximately 24% under the engineer's estimate. The Village's hired environmental engineering firm for this project, The Deigan Group, reviewed the bid, and contacted another company, Stiles, Inc. that had intended to provide a bid for the project. For comparison purposes, they provided their numbers verbally. Based on the bid tabulation, RW Collins is the low bidder.

The Deigan Group has previously worked with RW Collins Company and recommends accepting their bid and awarding RW Collins Company the UST and Hydraulic Lift Removal Project.

The removal costs are eligible reimbursable expenses for the Lake Street TIF Corridor.

RECOMMENDATION

Staff recommends awarding the project to RW Collins Company

MOTION

**I MOVE TO APPROVE RESOLUTION #2025-____-R, A RESOLUTION APPROVING THE
UST AND HYDRAULIC LIFT REMOVAL PROJECT AGREEMENT BETWEEN THE
VILLAGE OF BARTLETT AND RW COLLINS COMPANY**

Item	Description of Contractor Pay Items	Units	Quantity	Stiles, Inc. VERBAL		RW Collins	
				Unit Price (\$)	Total	Unit Price (\$)	Total
1	Obtain Removal Permit	Lump Sum	1	\$ 300.00	\$ 300.00	\$ 250.00	\$ 250.00
2	Mobilization/Demobilization	Lump Sum	1	\$ 6,200.00	\$ 6,200.00	\$ 3,000.00	\$ 3,000.00
3	UST Removal and Recycling/Disposal	Lump Sum	4	\$ 4,750.00	\$ 19,000.00	\$ 4,875.00	\$ 19,500.00
4	Backfill Tank Voids with Clean Imported Virgin CA6	Tons	300	\$ 25.00	\$ 7,500.00	\$ 21.00	\$ 6,300.00
5a	UST contents and cavity water pump, removal & transportation to treatment Facility/Recycler or reuse as fuel product	Gallon	5,000	\$ 1.25	\$ 6,250.00	\$ 0.55	\$ 2,750.00
5b	Pumper/Truck per hour	Per Hour	8	\$ 160.00	\$ 1,280.00	\$ 225.00	\$ 1,800.00
6	Solidified Residual Product/heel Disposal, if any	55 gal. drum	2	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00
7	Draining, removal, and disposal of dispensers, dispenser islands, dispenser piping, and transfer piping	Lump Sum	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
8	Draining, Removal, and Disposal of three (3) in-ground hydraulic lifts	Lump Sum	1	\$ 11,500.00	\$ 11,500.00	\$ 5,000.00	\$ 5,000.00
9	Removal of Miscellaneous Debris, Drums, and Spoils within Service Station	Lump Sum	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00
Total of Items 1 thru 9 CONTRACTOR BASE BID					\$ 55,730.00		\$ 41,600.00

Project Total \$ 41,600.00

RESOLUTION 2025-____-R

**A RESOLUTION APPROVING THE UST AND HYDRAULIC LIFT REMOVAL
PROJECT AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND RW
COLLINS COMPANY**

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

SECTION ONE: The bid for the Village's UST and Hydraulic Lift Removal work (the "Project Work") for 555 W. Lake Street in the amount of \$41,600.00 as set forth on the bid proposal for attached hereto as Exhibit A and incorporated herein, is hereby awarded to RW Collins Company as the lowest responsible and responsive bidder meeting specifications, subject to the terms and conditions of the below defined Agreement.

SECTION TWO: The UST and Hydraulic Lift Removal Project Agreement dated July 15, 2025, between RW Collins Company and the Village of Bartlett, a copy of which is appended hereto as Exhibit B and expressly incorporated herein by this reference (the "Agreement") is hereby approved.

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

SECTION FOUR: SEVERABILITY. The provisions of this Resolution are to be considered as severable and if 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 expressly repealed only to the extent of such conflict or inconsistency.

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: **July 15, 2025**

APPROVED: July 15, 2025

Daniel H. Gunsteen, 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 2025-____-R enacted on July 15, 2025 and approved on July 15, 2025 as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

EXHIBIT A

BID PROPOSAL

Bid Submittal

UST and Hydraulic Lift Submittal

555 W. Lake Street

Bartlett, IL 60103

RW Collins Company

7225 W 66th Street

Chicago, IL 60638

Steve Lucero

Project Manager

779-301-5966

slucero@rwcollins.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

RW Collins Company
7225 W. 66th Street
Chicago, IL 60638

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company
P. O. Box 1635
Milwaukee, WI 53201-1635
Mailing Address for Notices
Same as above

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

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

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

Remove 3 USTs and 1 Hoist

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

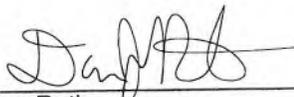
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 1st day of July, 2025.



(Witness)



(Witness) Dave Roth

RW Collins Company

(Principal)

(Seal)

By:

(Title)

Old Republic Surety Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt, Attorney-in-Fact





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Kristen Schmidt

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: RW Collins Company

Obligee: Village of Bartlett

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 1st day of July, 2025.

Karen J. Haffner
Assistant Secretary



RW COLLINS Co.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

Village of Bartlett UST Removal Assumptions/Clarifications

- Base Bid does not include local permitting fees. If required, we will invoice the fees back to the Village of Bartlett at cost.
- Base Bid does not include unknown underground utility repair or support in work areas.
- Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- Pricing does not include any soil or liquid sampling or reporting.
- Pricing does not include vibratory roller compaction or testing of the existing backfill or imported backfill.
- Pricing assumes the project is tax exempt.
- Pricing does not include any saw-cutting of the existing concrete, asphalt or pavement.
- Pricing does not include furnish or installation of silt fencing, chain link fence or any construction fencing.
- Pricing does not include any asphalt or concrete restoration.
- Pricing does not include private utility locates.
- Pricing does not include 6' chain link construction fencing for the site or work area. Bid includes orange plastic construction fence around the works areas and assumed this will be approved and sufficient for protection of the work areas and excavations.



A plan of work and schedule for UST and Hydraulic Lift Removal activities based upon field verified site conditions and quantities.

	Day 1	Day 2	Day 3	Day 4	Day 5
Mob/Demob	X				
UST Pumping	X				
Concrete removal	X	X			
Dispensers and Islands		X			
UST Removals		X	X	X	
Backfill UST excavations with overburden & CA6				X	
Draining and removal of three in-ground HALs				X	X
Removal of Drums and debris from service station					X

A list of submittal documents that will be provided upon project completion

- OSFM Removal Permit
- Local Permit
- UST/HAL Certificate of Destruction
- Liquid waste manifests
- Stone backfill tickets
- Drum disposal manifests

Insurance information

- Carrier: Zurich American Insurance Company
- Policy type: General Liability
- Rating: A+
- Limits of coverage: Commercial \$2,000,000; Automobile \$2,000,000; Umbrella Liability \$10,000,000; Workers Compensation \$1,000,000; Pollution Liability \$10,000,000



BID DUE DATE
10:00 AM LOCAL TIME
July 1, 2025

June 19, 2025

UNDERGROUND STORAGE TANKS AND HYDRAULIC LIFT REMOVAL
Bid Request

Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103

At 10:00 AM on June 24, 2025
Contractors shall meet at 555 W. Lake St for a voluntary pre-bid inspection.

The bidder shall use the following forms and instructions in preparing and submitting a bid for this Village of Bartlett Solicitation.

A. Project Name/Site Location:

UST and Hydraulic Lift Removal
555 W. Lake St
Bartlett, IL 60103

B. Village's Environmental Consultant: (Owner's Coordinator)

Mr. Gary Deigan
Deigan & Associates, PLLC
28835 N. Herky Dr., Unit 120
Lake Bluff, IL. 60044
C: 847-404-9356
email: gdeigan@deiganassociates.com

C. Site Investigation

By submitting a bid, the Contractor has investigated and satisfied themselves as to the conditions affecting the work. These conditions include but are not limited to: physical conditions or operations of the site that may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities, or other considerations which may affect performance of required activities. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Village is not responsible for any conclusions or interpretations made by the Contractor based on the information made available by the Village.

D. Regulatory Requirements

The most recent edition of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these bid documents exists, the most stringent requirements shall be utilized. Reference **Attachment A** for additional regulatory information.

E. Insurance Requirements

The Contractor shall purchase and maintain insurance that will protect him and the Village of Bartlett from claims that may arise out of or result from his activities under this Contract, whether those activities are performed by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Contractor shall state its minimum insurance coverage in its bid submittal. Additional indemnification and insurance requirements are included as *Exhibit I* in **Appendix B**.

F. Offer

Pursuant to the UST and Hydraulic Lift Removal Bid Request, the undersigned offers to furnish all labor, materials and services necessary to complete the UST and Hydraulic Lift Removal project of the Owner in strict accordance with all applicable laws and the Contract Documents describing said project for the sum(s) set forth in the Bid offer in the form set forth in Section P below.

If the Owner accepts this bid, the undersigned agrees to furnish all insurance required by the Contract Documents, to enter into and execute an agreement with the Owner containing all the terms, conditions, specifications and other provisions set forth in the Contract Documents, and to accomplish and complete the work in accordance with the Contract Documents.

G. Illinois Prevailing Wage & Certified Payroll required. All laborers, workers and mechanics employed by Contractor and/or by any subcontractor(s) performing any Project Work, Repair Work, and/or Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the "Act") (hereinafter, "Prevailing Wages") for Cook County, the county in which the Project Work will be performed. Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid

to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Park District. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the "Certified Payrolls"). Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL's website:

[Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](https://www.idol.state.il.gov/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

H. Description of Work

In addition to completion of the Bid form, contractor shall provide:

- **A plan of work and schedule for UST and Hydraulic Lift Removal activities based upon field verified site conditions and quantities.**
- **A list of submittal documents that will be provided upon project completion; and**
- **Insurance information including carrier, policy type, rating, and limits of coverage**

The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State, and Local regulations.

I. Non-Collusion Affidavit

By submitting its bid, the bidder says that he/it has not, nor has any other member, representative, or agent of the firm, limited liability company, corporation or partnership represented by him or it, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone for this project nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and

that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

As required by the Criminal Code, 720 ILCS 5/33E-11, Bidder certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. If awarded the contract, the successful bidder/UST and Hydraulic Lift Removal contractor thereby restates and reaffirms the same.

Bidder further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift commission or thing of value on account of such sale.

J. Bid Due Dates & Submittal Location

All Bids shall be received by the Village of Bartlett on or before **10AM local time on Tuesday, July 1, 2025.** Sealed bids shall be clearly marked on the outer envelope with “**Village of Bartlett UST and Hydraulic Lift Removal Bid**” and be addressed to:

**Village of Bartlett
Attn: Village Clerk UST and Hydraulic Lift Removal
228 S. Main Street
Bartlett, Illinois 60103**

Bid results will be emailed to responsive bidders following bid evaluation.

K. Project Schedule & Sequence of Work

The project is to be performed/completed in the following sequence/schedule:

The UST and Hydraulic Lift Removal Contractor shall commence work after receipt of Notice to Proceed (NTP). Work shall be completed within 60 days after completion issuance of NTP. Work not completed by these dates will be subject to a stipulated penalty of \$300 per calendar day. Work completion is defined as the removal and disposal of three (3) 12,000-gallon gasoline tanks and one (1) 560-gallon used oil tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the proper draining, removal, and disposal of three (3) in-ground hydraulic lifts and equipment demobilized.

L. Scope of Work

The contractor shall complete the following scope of work in accordance with applicable, local, state, and federal regulations. Scope of work shall include obtaining permits for the excavation, removal, demolition, and destruction of the underground storage tanks (UST) listed above and described in the attached OSFM documents. The four (4) USTs are a composite double wall permatank, with a stainless-steel inner shell and FRP outer shell. Residual fuel/liquid shall be removed via a vacuum tanker truck and transported for treatment/disposal to a properly licensed off-site treatment or recycling facility. The facility is inactive, so the amount of fuel remaining in the USTs is assumed to be zero. All remaining fuel with salvage value will become the property of the selected contractor. Additionally, water in UST cavity displaying a sheen shall be removed via vacuum tanker truck if directed by the Village's Representative. The contractor shall remove any heel or residual product present in the USTs that is not pumpable and add adsorbent for disposal as solid waste. The scope of work also includes contractor removal of all associated, dispenser, dispenser islands, product underground piping, and vent piping associated with the USTs. The concrete covering the USTs shall be removed and properly disposed of off-site under this contract. Concrete removal and disposal shall be considered incidental contract work and included in the UST removal bid item. Within the service station, three (3) in-ground hydraulic lifts shall also be properly drained, removed, and disposed of. Miscellaneous debris and drums within the service station shall be removed. This is a TOTAL BID payment for removal and disposal of three (3) 12,000-gallon gasoline underground storage tanks, one (1) 560-gallon used oil underground storage tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the removal of three (3) in-ground hydraulic lifts.

Contractor shall be paid for CA6 aggregate, to be used as backfill, on a per ton basis, based on verified quarry scale or material yard tickets. Estimate 300 tons of CA6.

M. JULIE.

- i) The UST and Hydraulic Lift Removal Contractor shall comply with the Illinois Underground Utility Facility Damage Prevention Act.

N. Site Protection

- i) The UST and Hydraulic Lift Removal Contractor shall be responsible for site safety and security.
- ii) UST and Hydraulic Lift Removal Contractor shall be responsible for repair to damage to adjacent sidewalks, alley, roadways, streetlights, signage, and

neighboring properties caused by UST and Hydraulic Lift Removal Contractor's, and its subcontractor's, equipment and/or actions.

O. Questions and Clarifications

Written questions will be accepted until **2:00 pm on June 26, 2025**, to gdeigan@deiganassociates.com. Questions will be answered in the form of an addendum issued to all bidders.

P. Bid Offer

Bid Item No.	Description	Unit of Measure	Estimate Quantity	Unit Price	Extended Price
1	Obtain Removal Permit	LUMP SUM	1	\$250.00	\$ 250.00
2	Mobilization/Demobilization	LUMP SUM	1	\$3,000.00	\$ 3,000.00
3	UST Removal and Recycling/Disposal	LUMP SUM	4	\$19,500.00	\$19,500.00
4	Backfill Tank Voids with Clean Imported Virgin CA6	TONS	300	\$21.00	\$6,300.00
5a	UST contents and cavity water pump, removal & transportation to treatment Facility/Recycler or reuse as fuel product	GALLON	5,000	\$ 0.55	\$ 2,750.00
5b	Pumper/Truck per hour	PER HOUR	8	\$225.00	\$1,800.00
6	Solidified Residual Product/heel Disposal, if any	55 gal. drum	2	\$250.00	\$500.00
7	Draining, removal, and disposal of dispensers, dispenser islands, dispenser piping, and transfer piping	LUMP SUM	1	\$2,000.00	\$2,000.00
8	Draining, Removal, and Disposal of three (3) in-ground hydraulic lifts	LUMP SUM	1	\$5,000.00	\$ 5,000.00
9	Removal of Miscellaneous Debris, Drums, and Spoils within Service Station	LUMP SUM	1	\$500.00	\$ 500.00
10	Other (explain)				
	TOTAL BID				\$41,600.00

Contractor Acknowledgment of Bid Amount

Name of Bidder: RW COLLINS COMPANY

Date: JUNE 30, 2025 Phone 708 458 6868

UST and Hydraulic Lift Removal Company:
RW COLLINS COMPANY

Address: 7225 W 66TH STREET CHICAGO, IL 60638

Aidan Kw VP
Signature of Authorized Representative

Enclosures:

- Special Provisions
- Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
- Map of UST, Dispensers, and Piping to be Removed
- Site Photo Log
- OSFM Tank Information
- Site Existing Conditions

Q. Acknowledgements

The undersigned hereby acknowledges receipt of the following along with the UST and Hydraulic Lift Removal Bid Request document.

- a. Special Provisions
- b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
- c. Map of USTs to be Removed
- d. Site Photo Log
- e. OSFM Tank Information
- f. UST and Hydraulic Lift Removal Project Agreement
- g. Site Existing Conditions

(collectively, the “Contract Documents”).

EXHIBIT B

UST AND HYDRAULIC LIFT REMOVAL PROJECT AGREEMENT

UST and Hydraulic Lift Removal Project Agreement

This UST and Hydraulic Lift Removal Agreement (the “Agreement”) is entered as of July 15, 2025, between the Village of Bartlett, an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois (the “Village” or the “Owner”) and RW Collins Company (the “UST and Hydraulic Lift Removal Contractor”).

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

1. Project Work.

A. “Project Work” shall mean the removal and disposal of three (3) 12,000-gallon gasoline underground storage tanks, one (1) 560-gallon used oil underground storage tank, and all associated dispensers, dispenser islands, dispenser piping, and transfer piping for each tank and the removal of three (3) in-ground hydraulic lifts in accordance with the Scope of Work defined in the Contract Documents.

B. UST and Hydraulic Lift Removal Contractor shall procure and furnish the Village at the UST and Hydraulic Lift Removal Contractor’s expense the following: (i) all licenses and permits required for the Project Work from any federal, state and local governmental entities and/or agencies thereof having jurisdiction over the Project Work, Performance Bond and the Payment Bond in accordance with paragraph 12 below; (iii) UST and Hydraulic Lift Removal Contractor shall furnish the Owner with the certificates of insurance, additional insured endorsements and other insurance documents in accordance with paragraph 11 below; and (iv) UST and Hydraulic Lift Removal Contractor shall immediately commence the Project Work following receipt of notice to proceed from the Owner.

C. “Project Site” shall mean 555 W. Lake St. Bartlett, IL 60103

D. “Contract Documents” shall mean:

1. The UST and Hydraulic Lift Removal Bid Request dated June 19, 2025, including:
 - a. Special Provisions
 - b. Exhibit I: Village of Bartlett Specifications Governing Compliance with Laws, Indemnification, and Insurance Requirements
 - c. Map of USTs and dispensers to be Removed
 - d. Site Photo Log
 - e. OSFM Tank Information
 - f. UST and Hydraulic Lift Removal Project Agreement
 - g. Site Existing Conditions
2. UST and Hydraulic Lift Removal Contractor’s Bid Offer

3. This UST and Hydraulic Lift Removal Project Agreement, the form of which was included in the UST and Hydraulic Lift Removal Bid Request.
 4. UST and Hydraulic Lift Removal Contractor's Performance bond to be submitted by UST and Hydraulic Lift Removal Contractor after award of contract to be co-signed by the UST and Hydraulic Lift Removal Contractor and surety.
 5. UST and Hydraulic Lift Removal Contractor's Payment Bond as described herein (to be submitted by the UST and Hydraulic Lift Removal Contractor after award signed by the UST and Hydraulic Lift Removal Contractor and its surety.
2. Completion Date. Sixty (60) days after the issuance of a Notice to Proceed by the Owner or the Environmental Consultant.

3. Contract Sum and Payment Terms.

A. The contract sum for the Project Work is \$ 41,600.00 (the "Contract Sum" includes all costs attributable to the Project Work, including but not limited to, all materials, equipment, labor, permits, licenses, insurance, additional insured endorsements, certifications, removal and disposal of construction debris, payment of Prevailing Wages, Performance and Payment Bonds, fees, expenses, costs, profits and overhead required under the Contract Documents.

B. Upon completion of the Project Work, the UST and Hydraulic Lift Removal Contractor shall provide a final invoice to the Owner in the amount of the Contract Sum plus any pre-approved change orders. It shall be a condition precedent to the Village's obligation to make a final payment that the UST and Hydraulic Lift Removal Contractor shall have submitted, not less than seven (7) days prior to the first day of the month in which the UST and Hydraulic Lift Removal Contractor is applying for final payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Final Payment Documents":

(i) An itemized Application of Payment for operations and Continuation Sheets using AIA G702 and G703 supported by such data to substantiate the UST and Hydraulic Lift Removal Contractor's right to payment as the Owner may require, such as copies of requisitions from material suppliers, until after final acceptance has been made by the Owner. Payment may be reduced by such additional amounts as the Owner 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 listing the name and address of each subcontractor that furnishes labor on the Project and for each subcontractor in separate columns, the original amount of each subcontract, the amount of issued change orders, adjusted contract amount, the total completed and stored to date, net amount previously paid, net amount this payment and balance to complete.

(iii) Final Waivers of Lien from the UST and Hydraulic Lift Removal Contractor and from all subcontractors of every tier that furnished labor, materials and/or

equipment in connection with the Project Work and final waivers of lien from all material suppliers that supplied material in connection with the Project. **Trailing Waivers of Lien will not be accepted.**

(iv) All of the UST and Hydraulic Lift Removal Contractor's Final Payment Documents shall be sworn to and notarized.

(v) It shall also be a condition precedent to any payment hereunder that UST and Hydraulic Lift Removal Contractor and its subcontractors must complete and submit certified payrolls to the Owner covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) using forms furnished by the Illinois Department of Labor (IDOL) (the "Certified Payrolls"). The Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

(vii) Payments shall be further contingent upon the consent of the surety that issued the Performance Bond and the Payment Bond (sometimes collectively referred to as the "Performance and Payment Bonds") and/or other bond required hereunder to said payment. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Owner.

(vii) Following receipt of the Final Payment Request Documentation and all documents and submittals required under the Contract Documents, and following the Environmental Manager's determination that the Project Work has been completed in strict compliance with the Contract Documents and is free from defects, the Owner shall tender payment to the UST and Hydraulic Lift Removal Contractor of the Contract Sum plus any approved change orders and less any deductions as provided, subject to the terms and conditions herein.

C. Except as provided in paragraph D of this Section 2, no payments shall be made by the Owner until the Project Work has been substantially completed and in strict compliance with the Contract Documents, and further subject to the requirements of this Section 2.

D. It shall be a condition precedent to any payment required by the Owner hereunder, that the Environmental Manager has certified to the owner that the Project Work is substantially completed and that the Project Work being invoiced is free from any defects and has been substantially completed in accordance with the terms and conditions herein. Provided the Environmental Manager certifies substantial completion, the Owner may deduct from the final payment hereunder, amounts as it reasonably determines for minor incomplete Project Work, including but not limited to 110% of the value of the punch list work, and any required restoration work, and for any unsettled claims, and further subject to the conditions herein.

E. Notwithstanding the foregoing, in no event shall the Owner's acceptance of the Project Work, UST and Hydraulic Lift Removal Contractor's Final Payment Request Documentation and/or any Certification and/or the Owner's payments to the UST and Hydraulic Lift Removal Contractor be deemed a waiver, express or implied, of any warranties and/or guaranties required under the Contract Documents.

4. Intentionally Omitted.

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

6. Compliance With Law. All goods, equipment, materials, and all labor furnished by UST and Hydraulic Lift Removal Contractor and UST and Hydraulic Lift Removal Contractor's Agents (defined below) shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Architectural Barriers Act, the Illinois Accessibility Codes, Illinois and United States Department of Labor (IDOL and USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws (defined below), and the Bartlett Municipal Code, including but not limited to the Village of Bartlett Building Codes, with the most stringent standards governing (collectively, the "Laws"). To the fullest extent permitted by law, the UST and Hydraulic Lift Removal Contractor shall indemnify, defend, and hold harmless the below defined Indemnified Parties 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 Law(s) related to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnification. To the fullest extent permitted by law, the UST and Hydraulic Lift Removal Contractor shall indemnify, defend and hold harmless the Village of Bartlett, its Village President and Board of Trustees, and its officials, officers, employees, and Deigan & Associates, PLLC, and its managers, members, officers and employees (collectively, the "Indemnified Parties"), from and against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, including but not limited to legal defense costs, attorney's fees, court costs, settlement judgments, prejudgment interest, post judgment interest, whether by direct suit or third parties which may in any way arise directly or indirectly from the Project Work provided hereunder caused in whole or in part by any negligent act and/or omissions of or on behalf of the UST and Hydraulic Lift Removal Contractor, its employees, contractors, subcontractors of any tier, material 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, "Contractor's Agents"); except to the extent caused by the active negligence, sole negligence or willful misconduct of the Owner or its Environmental Manager. In the event of any such suit, UST and Hydraulic Lift Removal 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, UST and Hydraulic Lift Removal Contractor agrees that any bond or insurance protection required herein, or otherwise provided by UST and Hydraulic Lift Removal Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. UST and Hydraulic Lift Removal 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 UST and Hydraulic Lift Removal Contractor's breach of any of its obligations under, or UST and Hydraulic Lift Removal Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement.

8. Binding Obligation and Non-Assignability. UST and Hydraulic Lift Removal Contractor shall not assign the whole or any part of this Agreement without the written consent of the Owner. Any such assignment by UST and Hydraulic Lift Removal Contractor without the Owner's written approval shall be null and void.

9. Taxes. The Owner 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 UST and Hydraulic Lift Removal Contractor, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project Work. The UST and Hydraulic Lift Removal 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. Notwithstanding the forgoing, it shall be UST and Hydraulic Lift Removal Contractor's responsibility to determine and pay all applicable taxes attributable to the Project Work. All such taxes are included in the Contract Sum.

10. Investigations by UST and Hydraulic Lift Removal Contractor. UST and Hydraulic Lift Removal Contractor has made such investigations as it deems necessary to perform the Project Work, including but not limited to, inspection of the Project Site and the present condition of the Project Site and represents and warrants that the Contract Documents and depictions are adequate, and the required results can be produced under the Contract Documents and requirements herein. 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 the UST and Hydraulic Lift Removal 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.

11. Insurance. The UST and Hydraulic Lift Removal Contractor shall procure and maintain for the duration of the Project Work insurance of the types and in amounts of not less than the coverage's listed on Exhibit I of the Contract Documents. The cost of such insurance is included in the Contract Sum.

12. Performance Bond, Payment Bond. Prior to commencement of the Project Work, UST and Hydraulic Lift Removal Contractor shall furnish the Owner with a Performance Bond and a Labor and Material Payment Bond ("Payment Bond") each in the amount of 100% of the Contract Sum using AIA-312 Forms (2010) or in form otherwise acceptable to the Owner, co-signed by a surety licensed by the Illinois Department of Insurance to issue and sign sureties, which surety shall have a financial strength rating (FSR) of not less than "A-" by A.M. Best Company Inc., Moody's Investor Service, Standard & Poors Corporation, or similar rating agency, and naming the Village of Bartlett as primary obligee (sometimes collectively referred to herein as the

“Performance and Payment Bonds”) to guarantee the performance of the UST and Hydraulic Lift Removal Contractor’s obligations under the Contract Documents, completion of the Contract, and the payment of all labor and materials furnished for the Project Work, including but not limited to the payment of the below defined Prevailing Wages. The cost of said Performance and Payment Bonds shall be included in the Contract Sum.

13. Illinois Prevailing Wage Act

A. All laborers, workers and mechanics employed by UST and Hydraulic Lift Removal Contractor and/or by any subcontractor(s) performing any Project Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.) (the “Act”) (hereinafter, “Prevailing Wages”) for Cook County and DuPage County, the counties in which the Project Work will be performed. UST and Hydraulic Lift Removal Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Act and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling.

The UST and Hydraulic Lift Removal Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. UST and Hydraulic Lift Removal Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the UST and Hydraulic Lift Removal Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the UST and Hydraulic Lift Removal Contractor and not at the expense of the Village. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The UST and Hydraulic Lift Removal Contractor shall be solely responsible to maintain accurate records as required under the Act, and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workers, and/or mechanics engaged in the work and for insuring strict compliance with the requirements of the Act, including but not limited to providing certified payrolls to the Village in strict accordance with the Act using forms and affidavits furnished by IDOL (the “Certified Payrolls”). Notwithstanding the forgoing, said prevailing wage rates are revised by the Illinois Department of Labor (IDOL) from time to time. UST and Hydraulic Lift Removal Contractor is solely responsible for obtaining and paying the applicable revised prevailing rate of wages for Cook County, Illinois as determined by the IDOL for the time period in which the work is being performed. Said revised prevailing wage rates are available at IDOL’s website: [Current Prevailing Rates - Conciliation and Mediation Division \(illinois.gov\)](http://www.idol.state.il.us/Current-Prevailing-Rates-Conciliation-and-Mediation-Division)

14. Intentionally Omitted.

15. 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 18 of this Agreement.

16. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays;(b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; or (c) via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to the UST and Hydraulic Lift Removal Contractor:
RW Collins Company

7225 W 66th Street

Chicago IL 60638

If to the Owner:
Village of Bartlett
228 South Main Street
Bartlett, Illinois 60103
Attn: Village Clerk UST and Hydraulic Lift Removal Bid

With a copy to the Environmental Manager:
Deigan & Associates, PLLC
28835 North Herky Drive, Unit 120
Lake Bluff, IL, 60044
Attn: Gary Deigan

Either party hereto may change the place of notice to it by sending written notice to the other party.

17. Repair Work. UST and Hydraulic Lift Removal Contractor shall repair any damage to the Project Site and/or any other owner property attributable to acts and/or omissions of the UST and Hydraulic Lift Removal Contractor and/or UST and Hydraulic Lift Removal Contractor's Agents and/or otherwise attributable to the Project Work.

18. Limitation on the Owner's Liability. The UST and Hydraulic Lift Removal Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Village of Bartlett and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Village and/or other Indemnified Parties.

19. Hazardous Substances. UST and Hydraulic Lift Removal Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Site and/or any other property owned, leased or controlled by the Owner (collectively, "Subject Property") by UST and Hydraulic Lift Removal Contractor and/or UST and

Hydraulic Lift Removal Contractor's Agents (defined above). If the presence of Hazardous Substances brought upon, kept, stored or used in or about the Subject Property by or on behalf of UST and Hydraulic Lift Removal Contractor or UST and Hydraulic Lift Removal Contractor's Agents in violation of this paragraph, results in contamination of the said Property, UST and Hydraulic Lift Removal Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and defend the above defined Indemnified Parties 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 UST and Hydraulic Lift Removal Contractor's activities or the activities of any of UST and Hydraulic Lift Removal Contractor's Agents violate or create a risk of violation of any Environmental Laws, Abandonment shall cause such activities to cease immediately upon notice from the Owner. UST and Hydraulic Lift Removal Contractor shall immediately notify the Owner 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.

UST and Hydraulic Lift Removal Contractor's indemnification obligations and duties as stated in this paragraph 19 and as set forth in Exhibit I of the Contract Documents shall survive the termination and/or expiration of this Contract.

20. Delays in Project Work. The UST and Hydraulic Lift Removal Contractor's sole remedy for delay shall be an extension of time, and reasonable additional compensation for delay of any kind that is beyond the UST and Hydraulic Lift Removal Contractor's control and without fault or neglect of UST and Hydraulic Lift Removal Contractor.

21. Change Orders.

A. Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (i.e., other than minor field changes), a written Change Order shall be prepared by the Planning and Development Services Director. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as

amended). Other changes involving modifications to the Contract Sum, Contract Time or material change in the Work which will result in an increase or decrease of less than \$10,000 or extension of less than thirty (30) days to the Contract Time shall be made by the Bartlett Village Administrator or the Corporate Authorities.

B. For any adjustments to the Contract Sum based on other than the unit prices method, the UST and Hydraulic Lift Removal Contractor agrees to change and accept payment for its overhead and profit at the following percentages of the cost attributable to the change in the Project Work:

- i. Ten percent (10%) of the project Work by the UST and Hydraulic Lift Removal Contractor not involving subcontractors.
- ii. Five percent (5%) for project Work by subcontractors.
- iii. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.
- iv. For additional Project Work ordered as described which will be executed by subcontractors of the UST and Hydraulic Lift Removal Contractor, it is agreed subcontractors will be permitted to charge ten percent (10%) for Project Work not involving sub-subcontractors and five (5%) for Project Work by sub-subcontractors. To the net Subcontract amount the UST and Hydraulic Lift Removal Contractor may add five (5%).

22. Relationship of the Parties.

A. It is understood, acknowledged and agreed by the parties that the relationship of the UST and Hydraulic Lift Removal Contractor to the Owner arising out of this Agreement shall be that of an independent contractor. Neither UST and Hydraulic Lift Removal Contractor, nor any employee or agent of UST and Hydraulic Lift Removal Contractor, is an employee, partner, joint venture, and/or agent of the Owner, and therefore is not entitled to any benefits provided to employees of the Owner. UST and Hydraulic Lift Removal Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the owner for any purpose. Neither UST and Hydraulic Lift Removal 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 UST and Hydraulic Lift Removal Contractor may represent himself to others as an employee of the Owner. Should any person indicate to the UST and Hydraulic Lift Removal Contractor or any employee or agent of the Owner by written or oral communication, course of dealing or otherwise, that such person believes UST and Hydraulic Lift Removal Contractor to be an employee or agent of the Owner, UST and Hydraulic Lift Removal Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, UST and Hydraulic Lift Removal Contractor shall do so in UST and Hydraulic Lift Removal Contractor's own business.

B. UST and Hydraulic Lift Removal 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. UST and Hydraulic Lift Removal Contractor

acknowledges and agrees that it will devote such time and resources as necessary to produce the contracted for results. The Owner 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 Project Work since they are solely the UST and Hydraulic Lift Removal Contractor's rights and responsibilities. The UST and Hydraulic Lift Removal Contractor shall supervise and direct the Project Work efficiently with his, her or its best skill and attention; and the UST and Hydraulic Lift Removal Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work; and the UST and Hydraulic Lift Removal 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 Project Site and all other persons who may be affected thereby. The Owner shall not have any authority to stop the work of the UST and Hydraulic Lift Removal Contractor or the work of any subcontractor on the Project.

23. Exhibits and Contract Documents. All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof as though fully set forth herein.

24. Assumption of Liability. To the fullest extent permitted by law, UST and Hydraulic Lift Removal Contractor assumes liability for all injury to or death of any person or persons including employees of UST and Hydraulic Lift Removal 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.

25. No Waiver of Immunities and/or Privileges. 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, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

26. Intentionally Omitted.

27. Illinois Human Rights Act. The UST and Hydraulic Lift Removal Contractor shall comply with all terms and procedures of the Illinois Human Rights Act, (775 ILCS 5/1-101, et seq.) and UST and Hydraulic Lift Removal Contractor represents and warrants to the Owner 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 women 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 women 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, sexual orientation, 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 UST and Hydraulic Lift Removal 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 UST and Hydraulic Lift Removal Contractor in its efforts to comply with such Acts and Rules and Regulations, the UST and Hydraulic Lift Removal Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(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 UST and Hydraulic Lift Removal 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 UST and Hydraulic Lift Removal 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.

28. Intentionally Omitted.

29. Clean Air Act and Federal Water Pollution Control Act. UST and Hydraulic Lift Removal 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.

30. Removal and Disposal. The UST and Hydraulic Lift Removal Contractor must remove and dispose of all construction or demolition debris materials, waste and soils at licensed facilities in accordance with applicable federal, state and local laws, including but not limited to the NEPA Act and Illinois Public Act 97-137, with the most stringent and demanding requirements controlling.

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

32. Miscellaneous

A. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the successors and assigns of the Parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both Parties.

B. This Agreement may be executed in any number of counterparts, and by the Owner and UST and Hydraulic Lift Removal Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

C. 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.

D. 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 Cook County, Illinois.

E. In construing this Agreement, section headings shall be disregarded.

F. Time is of the essence of this Agreement and every provision contained herein.

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

H. 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.

I. 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.

J. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall control.

K. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement.

Village of Bartlett

UST and Hydraulic Lift Removal Contractor:
RW Collins Company

By: _____
Village President

By: Lisa Kruse
Printed Name: Lisa Kruse
Title: Vice President

Attest:

Village Clerk

Attest:

Steve Lucero
Printed Name: Steve Lucero
Title: Project Manager

LK

33. Incorporated into this document are Assumptions and Clarifications from bid submittal, Exhibit A



Exhibit A

RW COLLINS Co.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

Village of Bartlett UST Removal Assumptions/Clarifications

- Base Bid does not include local permitting fees. If required, we will invoice the fees back to the Village of Bartlett at cost.
- Base Bid does not include unknown underground utility repair or support in work areas.
- Base Bid does not include any sheeting, shoring or earth retention of the excavation.
- Pricing does not include any soil or liquid sampling or reporting.
- Pricing does not include vibratory roller compaction or testing of the existing backfill or imported backfill.
- Pricing assumes the project is tax exempt.
- Pricing does not include any saw-cutting of the existing concrete, asphalt or pavement.
- Pricing does not include furnish or installation of silt fencing, chain link fence or any construction fencing.
- Pricing does not include any asphalt or concrete restoration.
- Pricing does not include private utility locates.
- Pricing does not include 6' chain link construction fencing for the site or work area. Bid includes orange plastic construction fence around the work areas and assumed this will be approved and sufficient for protection of the work areas and excavations.

