

**VILLAGE OF BARTLETT**  
**VILLAGE HALL, 228 S. MAIN STREET**  
**BOARD MEETING AGENDA**  
**March 10, 2026**  
**7:00 P.M.**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **TOWN HALL:** (Note: Three (3) minute time limit per person)
5. **\*CONSENT AGENDA\***  
*All items listed with an asterisk\* are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*
- \*6. **MINUTES:** None
- \*7. **BILL LIST:** None
8. **TREASURER'S REPORT:** January 2026  
Sales Tax Report, January 2026  
Motor Fuel Tax Report, January 2026
9. **PRESIDENT'S REPORT:** Appointment of Trustee Battermann-Bike and Run Plan Advisory Committee
10. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
11. **STANDING COMMITTEE REPORTS:**
  - A. **BUILDING AND ZONING COMMITTEE, CHAIRMAN HOPKINS**
    1. None
  - B. **COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY**
    1. None
  - C. **FINANCE COMMITTEE, CHAIRMAN LAPORTE**
    1. None
  - D. **LICENSE AND ORDINANCE COMMITTEE, CHAIRMAN BATTERMANN**
    1. None
  - E. **POLICE AND HEALTH COMMITTEE, CHAIRMAN SUWANSKI**
    1. None
  - F. **PUBLIC WORKS AND GOLF COMMITTEE, CHAIRMAN DEYNE**
    1. Resolution Approving of the Contract for the Landscape Maintenance Agreement Between the Village of Bartlett and Alvarez, Inc.
    2. Resolution Approving of the Contract for the Landscape Maintenance Agreement Between the Village of Bartlett and Mark 1 Landscape, Inc.
    3. Resolution Approving of the Contract for the Landscape Maintenance Agreement Between the Village of Bartlett and Cornerstone Land & Lawn, Inc.
    4. Resolution Approving of the Contract for the Landscape Maintenance Agreement Between the Village of Bartlett and V. Cardenas Landscaping, Inc.
    5. Resolution Approving of the Public Improvements Completion Agreement for the Devon and Prospect Planned Unit Development Among HFC Realty Holdings, LLC, Global Power & Construction Inc, and the Village of Bartlett
    6. Resolution Approving the Engineering Services Agreement Between the Village of Bartlett And Trotter & Associates, Inc. for the 2026 Various Streets Resurfacing Project
12. **NEW BUSINESS**
13. **QUESTION/ANSWER: PRESIDENT & TRUSTEES**
14. **ADJOURNMENT**

VILLAGE OF BARTLETT TREASURER'S REPORT  
 CASH & INVESTMENT REPORT  
 FISCAL YEAR 2025/26 as of January 31, 2026

Fund	12/31/2025	Receipts	Disburse- ments	1/31/2026
General	35,436,935	3,633,990	3,757,417	35,313,508
MFT	6,837,963	232,599	95,466	6,975,095
Debt Service	488,561	102,947	0	591,508
Capital Projects	1,704,540	5,235	0	1,709,775
Municipal Building	4,442,372	15,609	0	4,457,980
Developer Deposits	3,890,615	91,650	0	3,982,266
59 & Lake TIF	(2,546,875)	25,180	113,856	(2,635,551)
BC Municipal TIF	0	0	0	0
Bluff City TIF Municipal	600,332	937	0	601,269
Water	9,534,697	1,035,348	509,831	10,060,214
Sewer	31,659,216	681,251	384,205	31,956,262
Parking	(169,509)	10,400	4,250	(163,360)
Golf	(337,130)	34,087	171,719	(474,762)
Central Services	983,604	146,958	128,841	1,001,720
Vehicle Replacement	4,772,499	92,453	51,002	4,813,950
<b>TOTALS</b>	<b>97,297,819</b>	<b>6,108,643</b>	<b>5,216,588</b>	<b>98,189,874</b>

Detail of Ending Balance			
Cash	Investments	Net Assets/Liab.	1/31/2026
20,804,078	12,744,348	1,765,082	35,313,508
5,174,563	1,768,119	32,413	6,975,095
358,102	232,827	578	591,508
29,127	1,694,525	(13,878)	1,709,775
2,531,856	1,646,135	279,989	4,457,980
2,629,897	3,197,859	(1,845,490)	3,982,266
(53,592)	(34,844)	(2,547,116)	(2,635,551)
0	0	0	0
364,368	236,901	0	601,269
2,696,476	1,753,101	5,610,638	10,060,214
6,159,998	4,004,977	21,791,286	31,956,262
0	0	(163,360)	(163,360)
0	0	(474,762)	(474,762)
602,121	89,847	309,753	1,001,720
1,278,876	831,486	2,703,587	4,813,950
<b>42,575,871</b>	<b>28,165,282</b>	<b>27,448,721</b>	<b>98,189,874</b>

BC Project TIF	703,838	2,142	0	705,981	0	0	705,981	705,981
Bluff City Project TIF	13,677	4,226	0	17,902	10,849	7,053	0	17,902
Lake St. TIF	(3,239,177)	0	5,038	(3,244,215)	(1,965,989)	0	(1,278,226)	(3,244,215)
Bluff City SSA Debt Srv.	110,459	336	0	110,795	0	0	110,795	110,795
Police Pension	76,294,985	2,471,123	342,033	78,424,075	764,290	77,652,363	7,422	78,424,075

  
 Matt Coulter  
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT  
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND  
 FISCAL YEAR 2025/26 as of January 31, 2026

Fund	Revenues				Expenditures			
	Actual	Current Year Budget	Percent	Prior YTD %	Actual	Current Year Budget	Percent	Prior YTD %
General	30,309,255	33,708,404	89.92%	83.33%	26,537,708	37,599,396	70.58%	71.86%
MFT	1,742,819	3,150,000	55.33%	74.97%	2,592,816	6,450,000	40.20%	20.10%
Debt Service	2,386,672	3,037,773	78.57%	82.21%	2,959,516	2,962,198	99.91%	99.87%
Capital Projects	71,220	20,000	356.10%	160.86%	1,427,655	0	100.00%	33.33%
Municipal Building	139,952	90,000	155.50%	104.28%	47,041	502,360	9.36%	29.34%
Developer Deposits	403,968	840,000	48.09%	72.77%	0	0	0.00%	0.00%
Bluff City SSA	3,290	2,500	131.60%	585.70%	0	60,000	0.00%	0.00%
59 & Lake TIF	25,421	605,000	4.20%	1.06%	113,856	605,000	18.82%	0.00%
Bluff City Municipal TIF	142,417	130,000	109.55%	118.31%	0	105,000	0.00%	0.00%
Bluff City Project TIF	3,948,116	4,120,000	95.83%	44.97%	3,995,651	4,100,000	97.45%	44.36%
Brewster Creek Municipal TIF	0	0	0.00%	280.76%	0	0	0.00%	261.89%
Brewster Creek Project TIF	21,058	15,000	140.39%	248.90%	0	0	0.00%	755.71%
Lake Street-Tif	0	0	0.00%	0.00%	3,244,215	0	100.00%	0.00%
Water	11,068,166	13,691,000	80.84%	80.23%	10,928,260	16,020,825	68.21%	74.66%
Sewer	6,668,195	7,335,000	90.91%	105.00%	5,679,600	9,478,382	59.92%	60.93%
Parking	74,241	75,000	98.99%	80.49%	54,740	72,600	75.40%	62.02%
Golf	2,646,807	3,412,500	77.56%	53.56%	2,418,060	3,266,927	74.02%	79.08%
Central Services	1,320,735	1,751,282	75.42%	75.68%	1,247,967	1,960,761	63.65%	64.57%
Vehicle Replacement	744,855	878,132	84.82%	88.60%	643,449	850,000	75.70%	54.38%
Police Pension	15,252,397	8,128,098	187.65%	121.75%	3,145,231	4,244,901	74.09%	79.60%
<b>Subtotal</b>	<b>76,969,585</b>	<b>80,989,689</b>	<b>95.04%</b>	<b>85.71%</b>	<b>65,035,764</b>	<b>88,278,350</b>	<b>73.67%</b>	<b>69.41%</b>
<b>Less Interfund Transfers</b>	<b>(4,269,070)</b>	<b>(5,427,564)</b>	<b>78.66%</b>	<b>95.18%</b>	<b>(4,269,070)</b>	<b>(5,427,564)</b>	<b>78.66%</b>	<b>95.18%</b>
<b>Total</b>	<b>72,700,514</b>	<b>75,562,125</b>	<b>96.21%</b>	<b>84.89%</b>	<b>60,766,693</b>	<b>82,850,786</b>	<b>73.34%</b>	<b>67.45%</b>

**VILLAGE OF BARTLETT TREASURER'S REPORT  
MAJOR REVENUE BUDGET COMPARISONS  
FISCAL YEAR 2025/26 as of December 31, 2025**

<b>Fund</b>	<b>Actual</b>	<b>Current Year Budget</b>	<b>Percent</b>	<b>Prior YTD %</b>
Property Taxes	9,993,007	12,882,559	77.57%	80.53%
Sales Taxes (General Fund)	6,017,060	5,900,000	101.98%	85.99%
Income Taxes	5,715,919	7,250,000	78.84%	77.09%
Telecommunications Tax	308,723	390,000	79.16%	75.45%
Home Rule Sales Tax	4,766,841	3,500,000	136.20%	92.85%
Real Estate Transfer Tax	620,907	600,000	103.48%	109.17%
Use Tax	332,214	800,000	41.53%	64.97%
Building Permits	872,866	900,000	96.99%	122.67%
MFT	1,429,006	1,800,000	79.39%	78.75%
Water Charges	10,592,993	13,100,000	80.86%	77.26%
Sewer Charges	5,739,858	7,000,000	82.00%	86.05%
Interest Income	2,112,770	1,725,000	122.48%	144.50%

VILLAGE OF BARTLETT TREASURER'S REPORT  
 GOLF FUND DETAIL (Excluding Capital Projects)  
 FISCAL YEAR 2025/26 as of January 31, 2026

Fund	Actual	Current Year Budget	Percent
<b>Golf Program</b>			
Revenues	1,526,314	2,121,500	71.95%
Expenses	1,258,648	1,854,331	67.88%
Net Income	<u>267,666</u>	<u>267,169</u>	100.19%
<b>F&amp;B - Restaurant</b>			
Revenues	146,839	171,000	85.87%
Expenses	343,323	433,801	79.14%
Net Income	<u>(196,483)</u>	<u>(262,801)</u>	74.77%
<b>F&amp;B - Banquet</b>			
Revenues	748,069	890,000	84.05%
Expenses	659,889	797,523	82.74%
Net Income	<u>88,180</u>	<u>92,477</u>	95.35%
<b>F&amp;B - Midway</b>			
Revenues	225,584	230,000	98.08%
Expenses	99,965	116,772	85.61%
Net Income	<u>125,619</u>	<u>113,228</u>	110.94%
<b>Golf Fund Total</b>			
Revenues	2,646,807	3,412,500	77.56%
Expenses	2,361,824	3,202,427	73.75%
Net Income	<u>284,982</u>	<u>210,073</u>	135.66%

**Sales Taxes**

Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26
May	161,850	159,411	167,379	156,194	160,850	185,540	220,859	255,956	296,621	567,635
June	178,006	186,494	194,753	187,952	183,798	277,635	281,954	308,327	340,105	651,951
July	181,943	201,320	200,041	205,572	198,797	274,678	303,057	323,030	374,363	637,387
August	224,385	219,629	227,783	232,110	209,005	331,855	338,161	350,947	436,666	655,830
September	211,186	224,268	218,236	220,524	233,289	325,874	334,152	354,588	367,895	673,538
October	209,930	215,328	211,089	262,349	221,535	299,302	380,114	340,045	669,876	700,630
November	206,205	208,760	215,922	227,334	202,764	304,608	319,337	325,687	499,933	675,831
December	212,435	219,639	196,081	214,284	236,916	314,214	316,040	307,781	594,776	716,168
January	207,123	221,599	221,276	243,184	208,079	282,703	338,672	334,418	676,203	738,091
February	201,075	206,836	196,714	186,495	199,411	312,927	335,097	348,179	574,313	
March	190,934	196,530	181,590	203,051	203,477	308,392	452,524	334,584	590,749	
April	167,837	180,413	170,866	193,930	211,072	247,260	281,334	268,643	586,756	
<b>Total</b>	<b>2,352,909</b>	<b>2,440,227</b>	<b>2,401,729</b>	<b>2,532,977</b>	<b>2,468,994</b>	<b>3,464,989</b>	<b>3,901,303</b>	<b>3,852,186</b>	<b>6,008,258</b>	<b>6,017,060</b>
<b>% increase</b>	<b>6.46%</b>	<b>3.71%</b>	<b>-1.58%</b>	<b>5.46%</b>	<b>-2.53%</b>	<b>40.34%</b>	<b>12.59%</b>	<b>-4.51%</b>	<b>118.42%</b>	<b>9.15%</b>
<b>Budget</b>	<b>2,205,000</b>	<b>2,400,000</b>	<b>2,425,000</b>	<b>2,460,000</b>	<b>2,575,000</b>	<b>3,400,000</b>	<b>3,400,000</b>	<b>4,050,000</b>	<b>4,950,000</b>	<b>5,900,000</b>



**SUSANA A. MENDOZA**  
ILLINOIS STATE COMPTROLLER



### VENDOR WARRANT DETAIL

### BARTLETT VILLAGE TREASURER



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[VENDOR SUMMARY](#)

[CONTRACT SEARCH](#)

[PAYMENTS SEARCH](#)

[PAYMENTS ISSUED](#)

[PENDING PAYMENTS](#)

[PAYMENTS NOTIFICATIONS](#)

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Warrant/EFT#: EF 0014088

Fiscal Year

2026

Issue Date

01/08/26

Warrant Total

\$738,091.13

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A4570663

6A4570663

\$738,091.13

#### IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$738,091.13	DISTRIBUTE MUNI/CNTY SALES TAX

#### Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 01/08/2026
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: OCT. 2025 COLL MO: NOV. 2025 VCHR MO: JAN. 2026
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

**MOTOR FUEL TAX**

Month	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
May	93,139	91,478	86,848	83,590	96,769	134,647	138,706	148,455	143,652	149,421
June	58,737	72,645	79,592	76,204	99,562	138,322	143,599	154,189	157,757	152,959
July	94,278	95,252	93,416	95,250	121,837	137,127	140,615	146,693	156,001	157,678
August	89,533	89,970	90,079	137,033	142,172	148,687	135,008	152,712	165,946	172,782
September	79,032	79,527	75,247	148,846	132,059	142,475	146,887	161,807	160,216	164,417
October	91,489	91,053	98,725	136,575	130,305	131,236	139,533	145,203	157,805	156,352
November	93,216	92,796	92,950	153,788	131,647	144,611	140,270	170,467	166,026	160,419
December	97,757	91,055	89,502	180,890	136,795	153,239	160,435	160,431	154,353	166,412
January	92,928	93,233	89,403	128,180	119,239	140,177	128,618	137,026	150,579	161,559
February	88,602	80,765	81,313	126,802	112,605	96,768	131,699	146,175	156,060	
March	75,544	80,062	77,761	131,268	116,673	137,179	127,842	134,330	140,929	
April	90,224	94,326	91,212	122,218	135,751	138,279	146,038	147,837	148,567	
Subtotal	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	1,679,249	1,805,325	1,857,890	1,441,998
Plus:										
High Growth Jobs Now	37,801	37,266	36,909	9,192	89,348	61,771	-	37,987		
Rebuild Illinois					1,357,885	905,256	452,628			
Total	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	2,131,877	1,843,312	1,857,890	1,441,998
Budget	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000	1,750,000	1,790,000	1,800,000



**Illinois Department of Transportation**  
2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets  
217-782-1662

Municipality Report

February 2, 2026

Bartlett

**MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR JANUARY, 2026**

Beginning Unobligated Balance		<b>\$9,224,122.09</b>
Motor Fuel Tax Fund Allotment	\$77,412.82	
MFT Transportation Renewal Fund Allotment	\$84,146.14	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		<b>\$161,558.96</b>
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		<b>\$9,385,681.05</b>

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**PROCESSED TRANSACTIONS:**

## Income Taxes - Based on Month vouchered (not necessarily paid in same month)

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
May	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763	988,791	1,100,016	1,286,294
June	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282	463,652	471,450	446,092
July	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045	617,724	685,865	748,806
August	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265	405,992	458,266	429,173
September	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169	368,502	359,762	366,019
October	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057	712,313	768,224	788,447
November	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871	479,810	461,166	453,567
December	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	376,725	376,979	359,994	415,168
January	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	611,766	655,603	751,153	782,353
February	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	604,890	620,344	613,630	
March	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	358,254	403,200	393,730	
April	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	576,594	636,579	720,976	
Total	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	6,641,682	6,729,489	7,144,231	5,715,919

Annual Inc

## **COMMISSION APPOINTMENTS**

### ***Bike and Run Plan Advisory Committee***

#### **One Year Term**

1. With the advice and consent of the Village Board, I appoint John Battermann to serve a one-year term on the Bike and Run Plan Advisory Committee beginning March 3, 2026, and expiring March 3, 2027.

*Motion to Concur to the appointment of John Battermann to serve a one-year term on the Bike and Run Plan Advisory Committee beginning March 3, 2026, and expiring March 3, 2027.*



## Agenda Item Executive Summary

**AGENDA ITEM:** Landscaping Maintenance Services for Bartlett Cemetery- Alvarez, Inc.

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

<b>Amount</b>	\$7995	<b>Budgeted</b>	\$200,000
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<b>Fund: General, Water, and Sewer</b>	<b>Corresponding Activity Measure:</b>
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### EXECUTIVE SUMMARY

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. The lowest bid for Bartlett Cemetery was Alvarez, Inc. (prices ranged \$7995- \$21,390).

This is a one year contract with the option to renew up to four additional years.

### RECOMMENDATION

Staff recommends awarding the Bartlett Cemetery Landscape Maintenance contract to Alvarez, Inc.

### ATTACHMENTS (PLEASE LIST)

Ex: Memo, Bid Tab, Resolution, Agreement

#### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal or Target: Yes  No

Description: Maintaining Critical Infrastructure

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE RESOLUTION #2026-\_\_\_\_, A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND ALVAREZ, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 3/10/2026

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Landscaping Maintenance Services for Bartlett Cemetery- Alvarez, Inc.**  
**Date:** March 10, 2026

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Over the winter, Village staff reviewed all our current contracted mowing and landscaped areas. Changes have been made to consolidate areas and make the work more efficient for contractors and staff. Contract specifications were reviewed as well. To ensure that the Village is getting the best possible price, a public bidding process was performed.

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. The lowest bid for Bartlett Cemetery was Alvarez, Inc. (prices ranged \$7995- \$21,390).

This is a one year contract with the option to renew up to four additional years.

## **RECOMMENDATION**

Staff recommends awarding the Bartlett Cemetery Landscape Maintenance contract to Alvarez, Inc.



VILLAGE OF BARTLETT

2026 Landscape Maintenance Contracts  
**BID TABULATION**  
 Due: February 26, 2026

Item No.	Site	Contract No.	Cornerstone Land & Lawn, Inc.	City Escape Garden Center & Design Studio	Sebert Landscape	Langton Group	V. Cardenas Landscaping Inc.	Alvarez, Inc.	Alasher Landscaping	Mark 1 Landscape, Inc.	Uno Mas Landscaping	Yellowstone Landscape	Mileu Design LLC
			Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals
1	Bartlett Cemetery	2026-01	\$15,000.00	\$21,390.00	\$15,120.00	\$14,760.00	\$14,455.00	\$7,995.00	N/A (Addendum not included)	\$15,420.00	\$17,600.00	\$18,650.00	\$15,000.00
2	Downtown Area	2026-02	\$20,500.00	\$208,555.25	\$34,206.00	\$42,364.00	\$16,375.00	\$19,095.00	N/A (Addendum not included)	\$16,320.00	\$30,400.00	\$23,100.00	\$57,020.00
3	W Bartlett Road	2026-03	\$16,000.00	\$119,489.70	\$32,681.00	\$53,460.00	\$15,620.00	\$55,470.00	N/A (Addendum not included)	\$43,080.00	\$24,960.00	\$26,700.00	\$90,190.00
4	Coral Ponds & Bartlett Trail	2026-04	\$27,500.00	\$170,014.66	\$65,268.00	\$55,320.00	\$24,090.00	\$54,360.00	N/A (Addendum not included)	\$38,550.00	\$32,000.00	\$28,860.00	\$92,000.00
5	Various Locations/Welcomes Signs	2026-05	\$7,200.00	\$65,534.94	\$28,792.00	\$27,630.00	\$11,616.00	\$27,270.00	N/A (Addendum not included)	\$17,725.00	\$24,000.00	\$32,100.00	\$50,628.00
6	Water Stations	2026-06	\$12,500.00	\$18,329.13	\$10,485.00	\$9,675.00	\$5,695.00	\$6,288.00	N/A (Addendum not included)	\$9,800.00	\$11,200.00	\$12,930.00	\$10,710.00
7	Sewer Stations	2026-07	\$5,000.00	\$20,173.11	\$10,170.00	\$7,845.00	\$6,895.00	\$5,640.00	N/A (Addendum not included)	\$8,800.00	\$6,400.00	\$6,200.00	\$9,690.00
8	Alternate 1: Ruzicka Field	2026-08	\$23,000.00	\$33,516.12	\$20,785.00	\$12,488.00	\$7,145.00	\$11,100.00	N/A (Addendum not included)	\$13,410.00	\$14,400.00	\$16,300.00	\$18,870.00
9	Alternate 2: Koehler Fields	2026-09	\$25,000.00	\$46,733.75	\$28,125.00	\$13,175.00	\$9,750.00	\$11,400.00	N/A (Addendum not included)	\$13,410.00	\$16,000.00	\$18,600.00	\$19,308.00
	Total for Lowest Bid Areas		\$12,200.00	\$0.00	\$0.00	\$0.00	\$62,300.00	\$7,995.00	\$0.00	\$16,320.00	\$0.00	\$0.00	\$0.00

Total for all Lowest Bids: **\$98,815.00**

**RESOLUTION 2026 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE  
MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND  
ALVAREZ, INC.**

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

**SECTION ONE:** The Contract for Landscape Maintenance Services in the Village of Bartlett, dated March 10, 2026, between the Village of Bartlett and Alvarez, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 10, 2026

APPROVED: March 10, 2026

\_\_\_\_\_  
Daniel H. Gunsteen, 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 2026 - \_\_\_\_\_ enacted on March 10, 2026, and approved on March 10, 2026, as the same appears from the official records of the Village of Bartlett.

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

**2026 LANDSCAPE MAINTENANCE PROGRAM  
LANDSCAPING AGREEMENT FOR BARTLETT CEMETERY**

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This Landscaping Agreement (the "Agreement") is entered this 10th day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Alvarez, Inc. (the "Contractor") (collectively, the "Parties").

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

**Contract Work**

In the First Year of the contract dated March 10, 2026; the proposed work includes, but is not limited to; Landscaping Work Required in the Specifications for Bartlett Cemetery

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; and (iv) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control. All Contract Documents from the initial term of the Contract also applies and is incorporated herein by reference.

**Completion Date.** Contractor shall complete the Contract Work in strict compliance with the requirements herein through November 30, 2026.

**Renewable Contract and Term.**

This Contract shall have an initial term of one year from the effective date (the "Initial Term", March 10, 2026); provided, however, if no written notice is provided by either party of its intention not to renew on or before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew on or before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4), and the Fourth Extension Term (year 5), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall

apply, including the unit prices for the Contract Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

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

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

2. Neither Owner nor Owner guaranty the accuracy of the estimated units for completion of the Contract Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

a. Contractor shall provide monthly invoices to the Village throughout the Contract Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Owner may require, such as copies of requisitions from material suppliers. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

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

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

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

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Owner has determined that the Contract Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Any amounts required

to be withheld from said payment by the surety shall be withheld without any liability to the Village.

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

d. In the event the Contractor, and or Village and/or Owner is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to,

attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Contract Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Contract Work, including but not limited to, inspection of

all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Contract Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Contract Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**1. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Contract Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

**2. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit

of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Contract Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

### **3. Business Auto Liability Insurance.**

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **4. Workers Compensation and Employees Liability Insurance.**

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Contract Work.

### **5. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

### **6. General Insurance Provisions.**

#### **a. Evidence of Insurance**

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to

therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

**b. Acceptability of Insurers**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**e. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier,

and/or otherwise arising out of the Contract Work.

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Default.**

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

**J. Limitation on the Owner's Liability.**

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

**K. Hazardous Substances.**

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

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

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

L. Delays in Contract Work.

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

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

M. Change Orders.

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

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

N. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and

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

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

P. Exhibits and Contract Documents.

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

Q. Assumption of Liability.

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

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

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

immunities and privileges are expressly reserved.

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

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

U. Clean Air Act and Federal Water Pollution Control Act

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

V. Removal and Disposal

The 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.

W. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to 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.

X. Illinois Human Rights Act.

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

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

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that

minorities and women are not under-utilized.

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

Y. Guarantee.

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

(2) If the Drawings, Plans, and/or Specifications provide for methods of

construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z. Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Alvarez, Inc.

By: \_\_\_\_\_  
Daniel H. Gunsteen  
Village President

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

Attest:

Attest:

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

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

**AGENDA ITEM:** Landscaping Maintenance Services for Downtown Area- Mark 1 Landscape, Inc.

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

<b>Amount</b>	\$16,320	<b>Budgeted</b>	\$200,000
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<b>Fund: General, Water, and Sewer</b>	<b>Corresponding Activity Measure:</b>
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### EXECUTIVE SUMMARY

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. The lowest bid for the Downtown area was Mark 1 Landscape, Inc. (prices ranged \$16,320- \$208,555.25).

This is a one year contract with the option to renew up to four additional years.

### RECOMMENDATION

Staff recommends awarding the Downtown Area Landscape Maintenance contract to Mark 1 Landscape, Inc.

### ATTACHMENTS (PLEASE LIST)

Ex: Memo, Bid Tab, Resolution, Agreement

#### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal or Target: Yes  No

Description: Maintaining Critical Infrastructure

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE RESOLUTION #2026-\_\_\_\_, A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND MARK 1 LANDSCAPE, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 3/10/2026

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Landscaping Maintenance Services for Downtown Area- Mark 1  
Landscape, Inc.**  
**Date:** March 10, 2026

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Over the winter, Village staff reviewed all our current contracted mowing and landscaped areas. Changes have been made to consolidate areas and make the work more efficient for contractors and staff. Contract specifications were reviewed as well. To ensure that the Village is getting the best possible price, a public bidding process was performed.

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. The lowest bid for the Downtown area was Mark 1 Landscape, Inc. (prices ranged \$16,320- \$208,555.25).

This is a one year contract with the option to renew up to four additional years.

## **RECOMMENDATION**

Staff recommends awarding the Downtown Area Landscape Maintenance contract to Mark 1 Landscape, Inc.



VILLAGE OF BARTLETT

2026 Landscape Maintenance Contracts  
**BID TABULATION**  
 Due: February 26, 2026

			Cornerstone Land & Lawn, Inc.	City Escape Garden Center & Design Studio	Sebert Landscape	Langton Group	V. Cardenas Landscaping Inc.	Avarez, Inc.	Alsher Landscaping	Mark 1 Landscape, Inc.	Uno Mas Landscaping	Yellowstone Landscape	MBeu Design LLC
Item No.	Site	Contract No.	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals
1	Bartlett Cemetery	2026-01	\$15,000.00	\$21,390.00	\$15,120.00	\$14,760.00	\$14,455.00	\$7,995.00	N/A (Addendum not included)	\$15,420.00	\$17,600.00	\$18,650.00	\$15,000.00
2	Downtown Area	2026-02	\$20,500.00	\$208,555.25	\$34,206.00	\$42,364.00	\$16,375.00	\$19,095.00	N/A (Addendum not included)	\$16,320.00	\$30,400.00	\$23,100.00	\$57,020.00
3	W Bartlett Road	2026-03	\$16,000.00	\$119,489.70	\$32,661.00	\$53,460.00	\$15,620.00	\$55,470.00	N/A (Addendum not included)	\$43,080.00	\$24,960.00	\$26,700.00	\$90,190.00
4	Coral Ponds & Bartlett Trail	2026-04	\$27,500.00	\$170,014.66	\$65,288.00	\$55,320.00	\$24,090.00	\$54,360.00	N/A (Addendum not included)	\$38,550.00	\$32,000.00	\$28,860.00	\$92,000.00
5	Various Locations/Welcomes Signs	2026-05	\$7,200.00	\$65,534.94	\$28,792.00	\$27,630.00	\$11,616.00	\$27,270.00	N/A (Addendum not included)	\$17,725.00	\$24,000.00	\$32,100.00	\$50,628.00
6	Water Stations	2026-06	\$12,500.00	\$18,329.13	\$10,485.00	\$9,675.00	\$5,695.00	\$6,288.00	N/A (Addendum not included)	\$9,800.00	\$11,200.00	\$12,930.00	\$10,710.00
7	Sewer Stations	2026-07	\$5,000.00	\$20,173.11	\$10,170.00	\$7,845.00	\$6,895.00	\$5,640.00	N/A (Addendum not included)	\$8,800.00	\$6,400.00	\$6,200.00	\$9,660.00
8	Alternate 1: Ruzicka Field	2026-08	\$23,000.00	\$33,516.12	\$20,785.00	\$12,488.00	\$7,145.00	\$11,100.00	N/A (Addendum not included)	\$13,410.00	\$14,400.00	\$16,300.00	\$18,870.00
9	Alternate 2: Koehler Fields	2026-09	\$25,000.00	\$46,733.75	\$28,125.00	\$13,175.00	\$9,750.00	\$11,400.00	N/A (Addendum not included)	\$13,410.00	\$16,000.00	\$16,600.00	\$19,308.00
<b>Total for Lowest Bid Areas</b>			<b>\$12,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,300.00</b>	<b>\$7,995.00</b>	<b>\$0.00</b>	<b>\$16,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Total for all Lowest Bids: \$98,815.00

RESOLUTION 2026 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE  
MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND  
MARK 1 LANDSCAPE, INC.**

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

**SECTION ONE:** The Contract for Landscape Maintenance Services in the Village of Bartlett, dated March 10, 2026, between the Village of Bartlett and Mark 1 Landscape, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 10, 2026

APPROVED: March 10, 2026

ATTEST:

\_\_\_\_\_  
Daniel H. Gunsteen, Village President

\_\_\_\_\_  
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 2026 - \_\_\_\_\_ enacted on March 10, 2026, and approved on March 10, 2026, as the same appears from the official records of the Village of Bartlett.

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

**2026 LANDSCAPE MAINTENANCE PROGRAM  
LANDSCAPING AGREEMENT FOR DOWNTOWN AREA**

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This Landscaping Agreement (the "Agreement") is entered this 10th day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Mark 1 Landscape, Inc. (the "Contractor") (collectively, the "Parties").

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

**Contract Work**

In the First Year of the contract dated March 10, 2026; the proposed work includes, but is not limited to; Landscaping Work Required in the Specifications for Downtown Area

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; and (iv) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control. All Contract Documents from the initial term of the Contract also applies and is incorporated herein by reference.

**Completion Date.** Contractor shall complete the Contract Work in strict compliance with the requirements herein through November 30, 2026.

**Renewable Contract and Term.**

This Contract shall have an initial term of one year from the effective date (the "Initial Term", March 10, 2026); provided, however, if no written notice is provided by either party of its intention not to renew on or before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew on or before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4), and the Fourth Extension Term (year 5), if so extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall

apply, including the unit prices for the Contract Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

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

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

2. Neither Owner nor Owner guaranty the accuracy of the estimated units for completion of the Contract Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

a. Contractor shall provide monthly invoices to the Village throughout the Contract Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Owner may require, such as copies of requisitions from material suppliers. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

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

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

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

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Owner has determined that the Contract Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder, amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Any amounts required

to be withheld from said payment by the surety shall be withheld without any liability to the Village.

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

d. In the event the Contractor, and or Village and/or Owner is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to,

attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Contract Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

G. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Contract Work, including but not limited to, inspection of

all Project Sites and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents as defined in the General Conditions are adequate and the required result can be produced there under. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Contract Work under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

H. Insurance. Contractor shall procure and maintain for the duration of the Contract Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**1. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Contract Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

**2. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit

of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Contract Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

### **3. Business Auto Liability Insurance.**

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

### **4. Workers Compensation and Employees Liability Insurance.**

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Contract Work.

### **5. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

### **6. General Insurance Provisions.**

#### **a. Evidence of Insurance**

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to

therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

**b. Acceptability of Insurers**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**e. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier,

and/or otherwise arising out of the Contract Work.

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Default.**

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

**J. Limitation on the Owner's Liability.**

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

**K. Hazardous Substances.**

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

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

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

L. Delays in Contract Work.

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

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

M. Change Orders.

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

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

N. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of the Village, and

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

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

P. Exhibits and Contract Documents.

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

Q. Assumption of Liability.

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

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

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

immunities and privileges are expressly reserved.

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

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

U. Clean Air Act and Federal Water Pollution Control Act

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

V. Removal and Disposal

The 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.

W. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to 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.

X. Illinois Human Rights Act.

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

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

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that

minorities and women are not under-utilized.

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

Y. Guarantee.

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

(2) If the Drawings, Plans, and/or Specifications provide for methods of

construction, installation, materials, etc., which the Contractor cannot guarantee for the indicated period, it shall be the responsibility of the Contractor to so inform the Owner in writing before submitting his bid. Otherwise, the Contractor shall be held responsible to provide the method of construction, installation, materials, etc., which will be guaranteed for the indicated period of time.

Z. Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Mark 1 Landscape, Inc.

By: \_\_\_\_\_  
Daniel H. Gunsteen  
Village President

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

Attest:

Attest:

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

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

**AGENDA ITEM:** Landscaping Maintenance Services for Various Locations/Welcome Signs and Sewer Stations- Cornerstone Land & Lawn, Inc.

**BOARD OR COMMITTEE:** Board

**BUDGET IMPACT**

<b>Amount</b>	\$12,200	<b>Budgeted</b>	\$200,000
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<b>Fund: General, Water, and Sewer</b>	<b>Corresponding Activity Measure:</b>
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**EXECUTIVE SUMMARY**

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. Cornerstone Land & Lawn, Inc. was the low bidder for two areas: Various Locations/Welcome Signs (prices ranged \$7,200- \$65,534.94) and Sewer Stations (prices ranged \$5,000- \$20,173.11).

This is a one year contract with the option to renew up to four additional years.

**RECOMMENDATION**

Staff recommends awarding the Various Locations/Welcome Signs and Sewer Stations Landscape Maintenance contracts to Cornerstone Land & Lawn, Inc.

**ATTACHMENTS (PLEASE LIST)**

Ex: Memo, Bid Tab, Resolution, Agreement

**RELATIONSHIP TO STRATEGIC PLAN GOAL**

Strategic Plan Goal or Target: Yes  No

Description: Maintaining Critical Infrastructure

**ACTION REQUESTED**

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE RESOLUTION #2026-\_\_\_\_, A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORNERSTONE LAND & LAWN, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 3/10/2026

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Landscaping Maintenance Services for Various Locations/Welcome Signs and Sewer Stations- Cornerstone Land & Lawn, Inc.**  
**Date:** March 10, 2026

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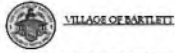
Over the winter, Village staff reviewed all our current contracted mowing and landscaped areas. Changes have been made to consolidate areas and make the work more efficient for contractors and staff. Contract specifications were reviewed as well. To ensure that the Village is getting the best possible price, a public bidding process was performed.

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. Cornerstone Land & Lawn, Inc. was the low bidder for two areas: Various Locations/Welcome Signs (prices ranged \$7,200- \$65,534.94) and Sewer Stations (prices ranged \$5,000- \$20,173.11).

This is a one year contract with the option to renew up to four additional years.

## **RECOMMENDATION**

Staff recommends awarding the Various Locations/Welcome Signs and Sewer Stations Landscape Maintenance contracts to Cornerstone Land & Lawn, Inc.



**2026 Landscape Maintenance Contracts  
 BID TABULATION  
 Due: February 26, 2026**

Item No.	Site	Contract No.	Cornerstone Land & Lawn, Inc.	City Escape Garden Center & Design Studio	Sebert Landscape	Langton Group	V. Cardenas Landscaping Inc.	Alvarez, Inc.	Alasher Landscaping	Mark 1 Landscape, Inc.	Uno Mas Landscaping	Yellowstone Landscape	Mieu Design LLC
			Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals
1	Bartlett Cemetery	2026-01	\$15,000.00	\$21,390.00	\$15,120.00	\$14,760.00	\$14,455.00	\$7,995.00	N/A (Addendum not included)	\$15,420.00	\$17,600.00	\$18,650.00	\$15,000.00
2	Downtown Area	2026-02	\$20,500.00	\$208,555.25	\$34,206.00	\$42,364.00	\$16,375.00	\$19,095.00	N/A (Addendum not included)	\$16,320.00	\$30,400.00	\$23,100.00	\$57,020.00
3	W Bartlett Road	2026-03	\$16,000.00	\$119,489.70	\$32,661.00	\$53,480.00	\$15,620.00	\$55,470.00	N/A (Addendum not included)	\$43,080.00	\$24,960.00	\$26,700.00	\$90,190.00
4	Coral Ponds & Bartlett Trail	2026-04	\$27,500.00	\$170,014.86	\$65,268.00	\$55,320.00	\$24,090.00	\$54,360.00	N/A (Addendum not included)	\$38,550.00	\$32,000.00	\$28,860.00	\$92,000.00
5	Various Locations/Welcome Signs	2026-05	\$7,200.00	\$65,534.94	\$28,792.00	\$27,630.00	\$11,616.00	\$27,270.00	N/A (Addendum not included)	\$17,725.00	\$24,000.00	\$32,100.00	\$50,628.00
6	Water Stations	2026-06	\$12,500.00	\$18,329.13	\$10,485.00	\$9,875.00	\$5,695.00	\$6,288.00	N/A (Addendum not included)	\$9,800.00	\$11,200.00	\$12,930.00	\$10,710.00
7	Sewer Stations	2026-07	\$5,000.00	\$20,173.11	\$10,170.00	\$7,845.00	\$6,895.00	\$5,640.00	N/A (Addendum not included)	\$8,800.00	\$6,400.00	\$6,200.00	\$9,690.00
8	Alternate 1: Ruzicka Field	2026-08	\$23,000.00	\$33,516.12	\$20,785.00	\$12,488.00	\$7,145.00	\$11,100.00	N/A (Addendum not included)	\$13,410.00	\$14,400.00	\$16,300.00	\$18,870.00
9	Alternate 2: Koehler Fields	2026-09	\$25,000.00	\$46,733.75	\$28,125.00	\$13,175.00	\$9,750.00	\$11,400.00	N/A (Addendum not included)	\$13,410.00	\$16,000.00	\$18,600.00	\$19,308.00
<b>Total for Lowest Bid Areas</b>			<b>\$12,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,300.00</b>	<b>\$7,995.00</b>	<b>\$0.00</b>	<b>\$16,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Total for all Lowest Bids: \$98,815.00**

**RESOLUTION 2026 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND CORNERSTONE LAND & LAWN, INC.**

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

**SECTION ONE:** The Contract for Landscape Maintenance Services in the Village of Bartlett, dated March 10, 2026, between the Village of Bartlett and Cornerstone Land & Lawn, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 10, 2026

APPROVED: March 10, 2026

\_\_\_\_\_  
Daniel H. Gunsteen, 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 2026 - \_\_\_\_\_ enacted on March 10, 2026, and approved on March 10, 2026, as the same appears from the official records of the Village of Bartlett.

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

**2026 LANDSCAPE MAINTENANCE PROGRAM  
LANDSCAPING AGREEMENT FOR VARIOUS LOCATIONS/WELCOME SIGNS AND  
SEWER STATIONS**

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This Landscaping Agreement (the "Agreement") is entered this 10th day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and Cornerstone Land & Lawn, Inc. (the "Contractor") (collectively, the "Parties").

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

**Contract Work**

In the First Year of the contract dated March 10, 2026; the proposed work includes, but is not limited to; Landscaping Work Required in the Specifications for Various Locations/Welcome Signs and Sewer Stations

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; and (iv) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control. All Contract Documents from the initial term of the Contract also applies and is incorporated herein by reference.

**Completion Date.** Contractor shall complete the Contract Work in strict compliance with the requirements herein through November 30, 2026.

**Renewable Contract and Term.**

This Contract shall have an initial term of one year from the effective date (the "Initial Term", March 10, 2026); provided, however, if no written notice is provided by either party of its intention not to renew on or before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew on or before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4), and the Fourth Extension Term (year 5), if so

extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Contract Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

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

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

2. Neither Owner nor Owner guaranty the accuracy of the estimated units for completion of the Contract Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

a. Contractor shall provide monthly invoices to the Village throughout the Contract Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Owner may require, such as copies of requisitions from material suppliers. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

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

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

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

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Owner has determined that the Contract Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder,

amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

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

d. In the event the Contractor, and or Village and/or Owner is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law,

the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Contract Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

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

H. Insurance. Contractor shall procure and maintain for the duration of the Contract Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**1. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Contract Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

**2. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Contract Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

**3. Business Auto Liability Insurance.**

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**4. Workers Compensation and Employees Liability Insurance.**

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Contract Work.

**5. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

**6. General Insurance Provisions.**

**a. Evidence of Insurance**

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

**b. Acceptability of Insurers**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**e. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing

excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Contract Work.

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered

through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Default.**

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

**J. Limitation on the Owner's Liability.**

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

**K. Hazardous Substances.**

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

For purposes hereof, Hazardous Substances shall include, but not be limited to,

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

L. Delays in Contract Work.

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

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

M. Change Orders.

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

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

N. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement

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

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

P. Exhibits and Contract Documents.

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

Q. Assumption of Liability.

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

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

Nothing herein shall be construed as an express and/or implied waiver of any

common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

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

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

U. Clean Air Act and Federal Water Pollution Control Act

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

V. Removal and Disposal

The 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.

W. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to 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.

X. Illinois Human Rights Act.

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

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

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and

Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

#### Y. Guarantee.

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

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

Z. Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

Cornerstone Land & Lawn, Inc.

By: \_\_\_\_\_  
Daniel H. Gunsteen  
Village President

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

Title: \_\_\_\_\_

Attest:

Attest:

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

\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

**AGENDA ITEM:** Landscaping Maintenance Services for West Bartlett Road, Coral Ponds & Bartlett Trail, and Water Stations- V. Cardenas Landscaping, Inc.

**BOARD OR COMMITTEE:** Board

### BUDGET IMPACT

<b>Amount</b>	\$45,405	<b>Budgeted</b>	\$200,000
<b>Fund: General, Water, and Sewer</b>	<b>Corresponding Activity Measure:</b>		

### EXECUTIVE SUMMARY

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. V. Cardenas Landscaping, Inc. was the low bidder for three areas: West Bartlett Road (prices ranged \$15,620- \$119,489.70), Coral Ponds & Bartlett Trail (prices ranged \$24,090- \$170,014.66), and Water Stations (prices ranged \$5,695- \$18,329.13).

This is a one year contract with the option to renew up to four additional years.

### RECOMMENDATION

Staff recommends awarding the West Bartlett Road, Coral Ponds & Bartlett Trail, and Water Stations Landscape Maintenance contracts to V. Cardenas Landscaping, Inc.

### ATTACHMENTS (PLEASE LIST)

Ex: Memo, Bid Tab, Resolution, Agreement

#### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal or Target: Yes  No

Description: Maintaining Critical Infrastructure

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION: I MOVE TO APPROVE RESOLUTION #2026-\_\_\_\_, A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND V. CARDENAS LANDSCAPING, INC.**

Staff: Dan Dinges, Director of Public Works

Date: 3/10/2026

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Dan Dinges, Director of Public Works  
**Subject:** **Landscaping Maintenance Services for West Bartlett Road, Coral Ponds & Bartlett Trail, and Water Stations- V. Cardenas Landscaping, Inc.**  
**Date:** March 10, 2026

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Over the winter, Village staff reviewed all our current contracted mowing and landscaped areas. Changes have been made to consolidate areas and make the work more efficient for contractors and staff. Contract specifications were reviewed as well. To ensure that the Village is getting the best possible price, a public bidding process was performed.

Staff sent out a Notice to Bidders in the Daily Herald on February 12, with bids to be returned on February 26th at 10 am. Eleven (11) bids were returned, ten of which were qualified. A bid tab is attached for review. V. Cardenas Landscaping, Inc. was the low bidder for three areas: West Bartlett Road (prices ranged \$15,620-\$119,489.70), Coral Ponds & Bartlett Trail (prices ranged \$24,090- \$170,014.66), and Water Stations (prices ranged \$5,695- \$18,329.13).

This is a one year contract with the option to renew up to four additional years.

## **RECOMMENDATION**

Staff recommends awarding the West Bartlett Rd, Coral Ponds & Bartlett Trail, and Water Stations Landscape Maintenance contracts to V. Cardenas Landscaping, Inc.



VILLAGE OF BARTLETT

2026 Landscape Maintenance Contracts  
**BID TABULATION**  
 Due: February 26, 2026

			Cornerstone Land & Lawn, Inc.	City Escape Garden Center & Design Studio	Seibert Landscap	Langton Group	V. Cardenas Landscaping Inc.	Alvarez, Inc.	Atsher Landscaping	Mark 1 Landscape, Inc.	Uno Mas Landscaping	Yellowstone Landscape	Milieu Design LLC
Item No.	Site	Contract No.	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals	Totals
1	Bartlett Cemetery	2026-01	\$15,000.00	\$21,390.00	\$15,120.00	\$14,760.00	\$14,455.00	\$7,995.00	N/A (Addendum not included)	\$15,420.00	\$17,600.00	\$18,650.00	\$15,000.00
2	Downtown Area	2026-02	\$20,500.00	\$208,555.25	\$34,206.00	\$42,364.00	\$16,375.00	\$19,095.00	N/A (Addendum not included)	\$16,320.00	\$30,400.00	\$23,100.00	\$57,020.00
3	W Bartlett Road	2026-03	\$16,000.00	\$119,489.70	\$32,661.00	\$53,460.00	\$15,620.00	\$55,470.00	N/A (Addendum not included)	\$43,080.00	\$24,960.00	\$26,700.00	\$90,190.00
4	Coral Ponds & Bartlett Trail	2026-04	\$27,500.00	\$170,014.66	\$65,268.00	\$55,320.00	\$24,090.00	\$54,360.00	N/A (Addendum not included)	\$38,550.00	\$32,000.00	\$28,860.00	\$92,000.00
5	Various Locations/Welcome Signs	2026-05	\$7,200.00	\$65,534.94	\$28,792.00	\$27,630.00	\$11,616.00	\$27,270.00	N/A (Addendum not included)	\$17,725.00	\$24,000.00	\$32,100.00	\$50,628.00
6	Water Stations	2026-06	\$12,500.00	\$18,328.13	\$10,485.00	\$9,675.00	\$5,695.00	\$6,288.00	N/A (Addendum not included)	\$9,800.00	\$11,200.00	\$12,930.00	\$10,710.00
7	Sewer Stations	2026-07	\$5,000.00	\$20,173.11	\$10,170.00	\$7,845.00	\$6,895.00	\$5,640.00	N/A (Addendum not included)	\$8,800.00	\$6,400.00	\$6,200.00	\$9,690.00
8	Alternate 1: Ruzicka Field	2026-08	\$23,000.00	\$33,516.12	\$20,785.00	\$12,488.00	\$7,145.00	\$11,100.00	N/A (Addendum not included)	\$13,410.00	\$14,400.00	\$18,300.00	\$18,870.00
9	Alternate 2: Koehler Fields	2026-09	\$25,000.00	\$46,733.75	\$28,125.00	\$13,175.00	\$8,750.00	\$11,400.00	N/A (Addendum not included)	\$13,410.00	\$16,000.00	\$16,800.00	\$19,308.00
<b>Total for Lowest Bid Areas</b>			<b>\$12,200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$62,300.00</b>	<b>\$7,995.00</b>	<b>\$0.00</b>	<b>\$16,320.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Total for all Lowest Bids: \$98,815.00

**RESOLUTION 2026 - \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE CONTRACT FOR THE LANDSCAPE  
MAINTENANCE AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND V.  
CARDENAS LANDSCAPING, INC.**

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

**SECTION ONE:** The Contract for Landscape Maintenance Services in the Village of Bartlett, dated March 10, 2026, between the Village of Bartlett and V. Cardenas Landscaping, Inc. (the "Contract"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION TWO:** That the Village President and the Village Clerk is hereby authorized and directed to sign and attest, respectively, the Contract on behalf of the Village of Bartlett.

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

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

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

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 10, 2026

APPROVED: March 10, 2026

\_\_\_\_\_  
Daniel H. Gunsteen, 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 2026 - \_\_\_\_\_ enacted on March 10, 2026, and approved on March 10, 2026, as the same appears from the official records of the Village of Bartlett.

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

**2026 LANDSCAPE MAINTENANCE PROGRAM  
LANDSCAPING AGREEMENT FOR WEST BARTLETT ROAD, CORAL PONDS &  
BARTLETT TRAIL, AND WATER STATIONS**

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This Landscaping Agreement (the "Agreement") is entered this 10th day of March, between the Village of Bartlett, an Illinois home rule municipality (the "Village" or "Owner") and V. Cardenas Landscaping Inc. (the "Contractor") (collectively, the "Parties").

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

**Contract Work**

In the First Year of the contract dated March 10, 2026; the proposed work includes, but is not limited to; Landscaping Work Required in the Specifications for West Bartlett Road, Coral Ponds & Bartlett Trail, and Water Stations

b. Contract Documents mean and include: (i) this Agreement; (ii) General Conditions and Instructions to Bidders and General Requirements attached hereto and incorporated herein; (iii) all Specifications, Plans and Drawings attached hereto as and incorporated herein; and (iv) Addenda N/A attached hereto and incorporated herein (collectively, the "Contract Documents"). The Contract Documents are expressly incorporated into and made a part of this Agreement as though fully set forth herein. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent requirements shall control. All Contract Documents from the initial term of the Contract also applies and is incorporated herein by reference.

**Completion Date.** Contractor shall complete the Contract Work in strict compliance with the requirements herein through November 30, 2026.

**Renewable Contract and Term.**

This Contract shall have an initial term of one year from the effective date (the "Initial Term", March 10, 2026); provided, however, if no written notice is provided by either party of its intention not to renew on or before the end of the Initial Term, this Contract shall automatically be extended for an additional one year (the "First Extension Term". If no written notice is provided by either party of its intention not to renew on or before the end of the First Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Second Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Second Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Third Extension Term"). If no written notice is provided by either party of its intention not to renew on or before the end of the Third Extension Term, this Agreement shall automatically be extended for an additional one-year term (the "Fourth Extension Term"). The First Extension Term (year 2), the Second Extension Term (year 3), the Third Extension Term (year 4), and the Fourth Extension Term (year 5), if so

extended, are sometimes referred to herein as an "Extended Term" and all other terms and conditions set forth in this Agreement and the Contract Documents shall apply, including the unit prices for the Contract Work set forth in the Schedule of Prices of this Agreement, and shall be applied to the then applicable number of units.

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

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

2. Neither Owner nor Owner guaranty the accuracy of the estimated units for completion of the Contract Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

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

a. Contractor shall provide monthly invoices to the Village throughout the Contract Work. It shall be a condition precedent to the Village obligation to make a monthly progress payment that the Contractor shall have submitted to the Owner, on or before the first day of the month in which the Contractor is applying for a payment, the following documentation, which shall hereinafter collectively be referred to as the "Contractor's Progress Payment Documents".

(i) An itemized Application of Payment for operations completed in accordance with the schedule of values, supported by such data to substantiate the Contractor's right to payment as the Village and the Owner may require, such as copies of requisitions from material suppliers. Payment shall be further reduced by such additional amounts that the Village determines for non-conforming work and unsettled claims.

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

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

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

b. It shall be a condition precedent to any payment required by the Village hereunder, that the Village and the Owner has determined that the Contract Work being invoiced is free from any defects and has been completed in strict compliance with the terms and conditions herein. The Village shall deduct from the final payment hereunder,

amounts as determined for incomplete work, including but not limited to punch list work, and any required Restoration Work, and for any unsettled claims. Any amounts required to be withheld from said payment by the surety shall be withheld without any liability to the Village.

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

d. In the event the Contractor, and or Village and/or Owner is in receipt of any claim(s) for lien and/or other notice of any claim in connection with the Project, the amount claimed shall be held out from payment for a period of at least 120 days to determine whether said claimant files a lawsuit to foreclose or otherwise adjudicate its lien claim. In the event a lawsuit is in fact filed within the statutory period, the Village, in its sole discretion, may elect to (a) file an interpleader action and/or intervene in the lawsuit and deposit the amount in question with the Clerk of the Court or (b) continue to hold said disputed sum until the lawsuit has been fully adjudicated or settled, or (c) elect to pay said disputed sum to the Contractor after having first received such additional indemnification agreement(s) and surety bond(s) as are acceptable to the Village. In the event the lien claimant fails to file a lawsuit within the applicable statutory period, the Contractor shall either furnish a release or final waiver from said lien claimant or furnish the Village with an indemnification agreement and an additional mechanic's lien bond in form approved by the Village issued by a surety company acceptable to the Village.

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

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

C. Compliance with Law. All goods, equipment, materials, and all labor furnished by or on behalf of Contractor and/or Contractor's agents (defined below) shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, and codes relative thereto including, but not limited to, the Illinois Department of Transportation (IDOT), Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, the Illinois Department of Labor (IDOL), US Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental laws (defined below), and all Village of Bartlett Building Code (collectively, the "Laws"). To the fullest extent permitted by law,

the Contractor shall indemnify, defend, and hold harmless the Village of Bartlett and its, officials, officers, agents, consultants from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Contract Work. This obligation shall survive the expiration and/or termination of this Agreement.

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

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

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

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

H. Insurance. Contractor shall procure and maintain for the duration of the Contract Work, Repair Work and Warranty Work, insurance of the types and in amounts of not less than the coverages listed below. The cost of such insurance is included in the unit pricing set forth in the Contractor's Bid Proposal.

**1. Commercial General and Umbrella Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000.00 aggregate.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from: liability arising out of the Contract Work, including activities performed by or on behalf of Contractor; premises owned, leased, or used by Contractor; operations; administration of the work; independent contractors; subcontractors; vendors and suppliers; products-completed operations; personal injury and advertising injury; and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Any endorsement or policy provision which limits contractual liabilities shall be deleted in its entirety.**

The Village of Bartlett and its, officers, officials, employees, consultants, agents, successors and assigns (collectively, the "Additional Insured"), shall be included as an insured under the Contractors CGL using ISO additional insured endorsement CG 20 10 or substitute providing equivalent coverage, and using additional insured under Contractors commercial umbrella liability and business auto liability coverage's, and also using additional insured endorsement CG 20 37 or substitute providing equivalent coverage with respect to the below required continuing completed operations liability coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

**2. Continuing Completed Operations Liability Insurance.**

Contractor shall maintain commercial general liability (CGL) coverage with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the Contract Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operation aggregate of at least two times its each occurrence limit.

**3. Business Auto Liability Insurance.**

Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of "Any Auto" including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**4. Workers Compensation and Employees Liability Insurance.**

Contractor shall maintain workers compensation as required by statute and employer's liability insurance. The employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Village of Bartlett has not been included as an insured under the Commercial General Liability, Excess Umbrella Liability Insurance and/or Business Auto Liability coverages required in the Contract, the Contractor waives all rights against the Village, and its officers, officials, employees, consultants, and agents for recovery of damages arising out of or incident to the Contract Work.

**5. Excess Umbrella Liability Insurance Coverage.**

Contractor shall maintain Excess Umbrella Liability Insurance coverage of not less than \$5,000,000 each occurrence and \$5,000,000 aggregate.

**6. General Insurance Provisions.**

**a. Evidence of Insurance**

i. Prior to beginning work, Contractor shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), including but not limited to all additional insured endorsements required herein, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

ii. All certificates shall provide for thirty (30) days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

iii. Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

iv. The Village shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor of any tier from entering the Project Site(s) until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

v. Failure to maintain the required insurance may result in termination of this Contract at the option of the Village.

vi. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Village whenever requested.

vii. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Village's written request for said copies.

**b. Acceptability of Insurers**

Insurance shall be provided by insurance companies licensed to do business in the State of Illinois with a policy holder rating of not less than A and a financial rating of not less than VII in the latest edition of Best Insurance Guide.

**c. Cross-Liability Coverage**

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

**d. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, and each of its respective officers, officials, employees, consultants, and agents are required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

**e. The Village Shall Not Waive Any Rights of Subrogation**

The Village shall not, in any manner, be deemed or intended to have waived any right of subrogation which either the Village and/or its, insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing

excess coverage may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Contract Work.

**f. Failure to Comply with Insurance Reporting Provisions**

All insurance required of the Contractor shall provide that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Additional Insured, or any of them.

**g. All Insurance Obtained Shall Apply Separately to Each Insured**

All insurance required of the Contractor shall provide that the insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**h. Insurance Requirements cannot be Waived**

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any action or omission, including, but not limited to:

- i. allowing any work to commence by the Contractor before receipt of Certificates of Insurance;
- ii. failing to review any Certificates of Insurance received;
- iii. failing to advise the Contractor that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; and/or
- iv. issuing any payment without receipt of a sworn certification from the Contractor stating that all the required insurance is in force.

The Contractor agrees that the obligation to provide the insurance required by these documents are solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village of Bartlett and/or any of the other Additional Insured.

**i. Liability of Contractor is not limited by Purchase of Insurance**

Nothing herein contained in the insurance requirements of the Contract Documents is to be construed as limiting the liability of the Contractor, and/or their respective insurance carriers. The Village and the other Additional Insureds do not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Additional Insured's, or any of them, the Contractor, or any subcontractor's interest or liabilities, but are merely minimums. Any obligation of the Contractor to purchase insurance shall not, in any way, limit their obligations to the Additional Insured in the event that the Additional Insured, or any of them should suffer an injury or loss in excess of the amount recovered

through insurance, or any loss or portion of the loss which is not covered by either the Subcontractor's and/or Contractor's insurance.

**j. Notice of Personal Injury or Property Damage**

Contractor shall notify the Additional Insured, in writing, of any actual or possible claim for personal injury or property damage relating to the work, or of any occurrence which might give rise to such a claim, promptly upon obtaining first knowledge of same.

**k. Subcontractors**

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above and otherwise in strict compliance with the above insurance requirements including but not limited to the additional insured requirements set forth above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor and additional insured endorsements as required above.

**l. Default.**

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

**J. Limitation on the Owner's Liability.**

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

**K. Hazardous Substances.**

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

For purposes hereof, Hazardous Substances shall include, but not be limited to,

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

L. Delays in Contract Work.

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

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

M. Change Orders.

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

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

N. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Village arising out of this Agreement

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

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

P. Exhibits and Contract Documents.

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

Q. Assumption of Liability.

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

R. Severability

If any clause, phrase, provision or portion of this Contract or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Contract, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

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

Nothing herein shall be construed as an express and/or implied waiver of any

common law and/or statutory immunities and/or privileges of the Village of Bartlett and/or any of its officials, officers, employees, and/or agents as to any liability whatsoever; such immunities and privileges are expressly reserved.

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

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

U. Clean Air Act and Federal Water Pollution Control Act

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

V. Removal and Disposal

The 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.

W. Work by Trade Unions

If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, recourse, or cost to 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.

X. Illinois Human Rights Act.

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

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

(2) That, if it hires employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and

Regulations) of minorities and woman in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not under-utilized.

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

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Acts and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

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

#### Y. Guarantee.

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

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

Z. Miscellaneous.

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

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

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

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

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

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

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

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

VILLAGE OF BARTLETT:

V. Cardenas Landscaping Inc.

By: \_\_\_\_\_  
Daniel H. Gunsteen  
Village President

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

Attest:

Attest:

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

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Executive Summary

AGENDA ITEM: Devon and Prospect (TLE) PICA Approval

BOARD OR COMMITTEE: Board

## BUDGET IMPACT

Amount	\$ N/A	Budgeted	\$ N/A
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Fund: N/A	Corresponding Activity Measure: N/A
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## EXECUTIVE SUMMARY

Attached is a Resolution to approve the Public Improvements Completion Agreement (PICA) between **HFC Realty Holdings, LLC, Global Power & Construction Inc,** and the **Village of Bartlett.**

The public improvements include water main items, storm sewer and stormwater detention items, sanitary sewer items, and work associated with providing access points to the site through Village right-of-way.

## ATTACHMENTS (PLEASE LIST)

Ex: Memo, Resolution, Public Improvement Completion Agreement (Exhibit A)

### RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal or Target: Yes  No

Description:

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2026-\_\_\_\_\_, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE DEVON AND PROSPECT PLANNED UNIT DEVELOPMENT AMONG HFC REALTY HOLDINGS, LLC, GLOBAL POWER & CONSTRUCTION INC, AND THE VILLAGE OF BARTLETT.

Staff: Nick Talarico, Village Engineer

Date: 3/2/2026

# Memo

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**To:** Paula Schumacher, Village Administrator  
**From:** Nick Talarico, Village Engineer  
**Subject:** **Devon & Prospect (TLE) PICA Approval**  
**Date:** March 2, 2026

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Attached is a Resolution to approve the Public Improvements Completion Agreement (PICA) between ***HFC Realty Holdings, LLC, Global Power & Construction Inc,*** and the ***Village of Bartlett***

The purpose of this agreement is to hold the responsible parties liable for all public infrastructure improvements per the approved engineering plans. It also outlines various insurance requirements, sets the construction security amount, and establishes various completion dates.

The public improvements associated with this project include water main items, storm sewer and stormwater detention items, sanitary sewer items, and work associated with providing access points to the site through Village right-of-way.

## MOTION

I MOVE TO APPROVE RESOLUTION # 2026 - \_\_\_\_\_ - R, A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENTS COMPLETION AGREEMENT FOR THE DEVON AND PROSPECT PLANNED UNIT DEVELOPMENT AMONG HFC REALTY HOLDINGS, LLC, GLOBAL POWER & CONSTRUCTION INC, AND THE VILLAGE OF BARTLETT.

RESOLUTION 2026 - \_\_\_\_\_

**A RESOLUTION APPROVING OF THE PUBLIC IMPROVEMENTS  
COMPLETION AGREEMENT FOR THE DEVON AND PROSPECT PLANNED UNIT  
DEVELOPMENT AMONG HFC REALTY HOLDINGS, LLC, GLOBAL POWER &  
CONSTRUCTION INC, AND THE VILLAGE OF BARTLETT.**

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

**SECTION ONE:** The Public Improvements Completion Agreement for the Devon and Prospect Planned Unit Development among HFC Realty Holdings, LLC, Global Power & Construction, INC, and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto as Exhibit A, is hereby approved, subject to any final minor modifications or revisions approved by the Village Attorney.

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

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**PASSED: March 10, 2026**

**APPROVED: March 10, 2026**

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**Daniel H. Gunsteen, Village President**

**ATTEST:**

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**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 the foregoing is a true, complete, and exact copy of the Resolution 2026-\_\_\_\_ enacted on March 10, 2026 and approved on March 10, 2026 as same appears from the official records of the Village of Bartlett.

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**Lorna Giles, Village Clerk**

## PUBLIC IMPROVEMENTS COMPLETION AGREEMENT

THIS PUBLIC IMPROVEMENTS COMPLETION AGREEMENT (this "**Agreement**") is made and entered into this 10th day of March 2026, by and among HFC REALTY HOLDINGS, LLC, an Illinois limited liability company (the "**Owner**"), GLOBAL POWER & CONSTRUCTION INC, an Illinois incorporated company (the "**Contractor**"), and the VILLAGE OF BARTLETT, an Illinois home rule municipality (the "**Village**").

### RECITALS:

A. The Owner is the owner of real estate located in the Village legally described on Exhibit A appended hereto and made a part hereof (the "**Property**").

B. The Owner has applied for building permits to construct a development on the Property; and

C. Pursuant to the Bartlett Municipal Code and Ordinance No. 2025-54, and as condition of the zoning approvals and the issuance of building permits for the development on the Property, the Owner is required to construct certain public improvements and is required to enter into this Agreement with the Village to guarantee the completion of such public improvements; and

D. The Owner has submitted to the Village for its approval the engineering plans and specifications for the on-site and any off-site public improvements for the development on the Property (the "**Public Improvements**") prepared by Haeger Engineering with an approved plan date of February 19, 2026 (the "**Plans**"), and the Village Engineer has approved the Plans.

E. The Owner has hired Contractor as its general contractor to construct and install the Public Improvements, and in that capacity will hire various subcontractors and material suppliers to furnish labor and/or material in connection with the installation and/or construction of the Public Improvements.

F. The Village is willing to issue permits for the development on the Property only upon the condition that the Owner agrees to cause the Public Improvements for the Development to be installed and completed in a good and workmanlike manner with materials of good quality in strict accordance with the Plans and applicable Village Ordinances, will be fully paid for, and will be maintained by the Owner for a period of from 15 months to 24 months after their completion as determined by the Village Engineer, and such obligations, and those set forth herein, and/or in the Ordinances of the Village, will be properly secured.

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof is expressly acknowledged, it is agreed by and among the Parties as follows:

1. Village Approval. The Village agrees to approve the plans and issue permits for the construction of the Development upon the execution of this Agreement and receipt of the Construction Security required under Section 4 and Section 6.

2. Construction of Public Improvements. The Owner promises and agrees: (i) to construct the Public Improvements, or cause them to be constructed, in a good and workmanlike manner with materials of good quality in accordance with the Plans and applicable Village Ordinances and to complete all of the Public Improvements on or before the completion date herein specified; and (ii) to pay to the Contractor, all subcontractors and material suppliers who furnish labor or material, or both, for the installation and construction of the Public Improvements the full amounts due them for such labor and materials; (iii) to maintain the Public Improvements for the Maintenance Period (between 15 and 24 months as determined by the Village Engineer), after the date certified by the Village Engineer as the date on which the last of the Public Improvements were completed, in strict accordance with the Plans therefor and applicable Village Ordinances (the "**Completion Date**"). The Owner's maintenance obligations shall include, but are not limited to: (a) maintaining the Public Improvements, (b) repairing any damage to the Public Improvements caused by the Owner, its agents, servants, employees or its successors and assigns, or by the Contractor, its agents, servants, employees, successors or assigns, or any subcontractor hired by such Contractor, (c) repairing or replacing any defective workmanship or materials in the Public Improvements, (d) making good and protecting the Village against the results of any defective workmanship or materials appearing to have been incorporated in any part of the Public Improvements which shall have appeared or been discovered within the Maintenance Period or any extension thereof, and (e) paying for the cost of all such maintenance and/or repair work. In the event that any of the Public Improvements are damaged, the burden shall be on the Owner to show that such damage was not caused by the Owner, its agents, servants, employees, successors or assigns, or by the Contractor, its agents, servants, employees, successors or assigns or any subcontractor hired by such Contractor.

3. Completion Date. The Public Improvements shall be completed no later than one (1) year from the effective date of this Agreement.

4. Construction Security. The Owner further agrees to furnish and cause to be maintained at all times proper construction security to guaranty the completion of, payment for, and maintenance of the Public Improvements, and as security for its obligations hereunder and under other applicable Village Ordinances in the amount of **\$475,100**. Such construction security shall be in the form of (i) a (1) Performance Bond, and (2) a Labor and Material Payment Bond, hereinafter sometimes collectively referred to as "*Performance and Payment Bonds*"; or (ii) a Standby Letter of Credit (Performance and Payment), hereinafter sometimes referred to as a "*Performance and Payment Letter of Credit*", or (iii) a cash bond held pursuant to an Irrevocable Cash Deposit Agreement, hereinafter sometimes referred to as a "*Cash Bond*", each in form as set forth in the Subdivision Ordinance, except for such deviations and modifications

therefrom as approved by the Village Attorney. The Owner hereby acknowledges that the Owner has chosen to provide the construction security through Surety Bonds.

5. Lien Waivers. The Owner, Contractor, and any other prime contractor(s) hired by the Owner to perform the Public Improvement work shall each furnish to the Village Contractor's Sworn Statement(s), and each shall furnish such final waivers of lien from all subcontractors and material suppliers that furnished labor and/or material for or in connection with the Public Improvements as shall be necessary to insure the Village against mechanic's lien claims under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) and against claims for lien under the Public Construction Bond Act (30 ILCS 550/1, et seq.) (West 2008) (the "**Bond Act**") on any Performance Bond, Labor and Material Payment Bond, Maintenance Bond, Standby Letter of Credit (Performance and Payment), Standby Letter of Credit (Maintenance), Irrevocable Cash Deposit Agreement, or other security that the Owner has caused to be posted with the Village to secure its obligations under this Agreement.

6. Construction and Maintenance Security.

A. Surety Bonds.

(i) The Subdivision Performance Bond and the Subdivision Labor and Material Payment Bond shall be maintained and renewed by the Owner/Contractor and shall be held in escrow by the Village until the posting of the Maintenance Bond and satisfaction of the Owner/Contractor's other obligations required for acceptance of the Public Improvements by the Village. After the posting of the Maintenance Bond and subsequent acceptance of the Public Improvements by the Village, the Village shall release the Performance and Payment Bond.

(ii) Maintenance Bonds. Prior to the acceptance by the Village of the Public Improvements pursuant to this Agreement and the Subdivision Ordinance, the Owner/Contractor shall post a Maintenance Bond in the amount of 15% of actual total cost of the Public Improvements based on contracts on file with the Village Clerk, otherwise 15% of the original penal sum on the Subdivision Performance Bond (the "Maintenance Amount") as security for the performance of the Owner's/Contractor's maintenance obligations under this Agreement and the Subdivision Ordinance. The Maintenance Bond shall be held by the Village in escrow until the last to occur of (a) the date that is the end of the Maintenance Period as determined by the Village Engineer, or (b) the date that is one (1) year after the proper correction of any defect or deficiency in the Public Improvements of which defect or deficiency the Village notifies the Owner within the Maintenance Period pursuant to this Agreement and payment of the cost of correction. If the Village is required to draw, make a claim on and/or to bring suit to collect on the Maintenance Bond by reason of the Owner's/Contractor's failure to fulfill its

maintenance obligations under this Agreement and/or the Subdivision Bond, then the Owner/Contractor shall within ten days thereafter cause the Maintenance Bond to be increased to its full original amount.

(iii) Form of Surety Bonds. The Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and the Maintenance Bond (sometimes collectively referred to herein as the "Surety Bonds"), shall each be in a form prescribed in the Subdivision Ordinance, except for such deviations and modifications therefrom that are satisfactory to the Village Attorney, and each shall be issued by a surety company licensed by the Illinois Department of Insurance authorizing it to issue and execute surety bonds and the surety company shall have a financial strength rating ("FSR") of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or similar rating agency. As required under the Public Construction Bond Act (30 ILCS 550/0.01, et seq.), each of the Surety Bonds shall be deemed to substantially contain the required statutory provisions whether such provisions are inserted in such bond or not:

(iv) Each Surety Bond shall (a) be construed under the laws of Illinois, (b) provide for exclusive jurisdiction in the circuit courts of Illinois and venue in the Circuit Court for Cook County, Illinois, and (c) at if any time it will expire within 60 days or any lesser number of days, and if it has not been renewed, or if it has not been replaced by a suitable Surety Bond from a different surety company meeting the minimum requirements set forth in paragraph 4.a.iii., and if any applicable obligation of the Owner/Contractor for which it is security remains uncompleted or unsatisfactory to the Village, then the Village may, without notice and without being required to take any further action of any nature whatsoever, make a demand on the Subdivision Performance Bond and file suit on said Bond, and thereafter either hold all damages awarded or proceeds paid as security for the satisfactory completion of the obligations or employ the proceeds to complete the obligations and reimburse the Village for any and all costs and expenses, including without limitation legal fees and administrative costs incurred by the Village, as the Village shall determine, and thereafter use the remaining proceeds, if any, for the payment of subcontractors and/or material suppliers that have furnished labor and/or materials for the Public Improvements that have timely filed and perfected their respective lien rights under Section 23 of the Mechanic's Lien Act (770 ILCS 60/23) (if applicable) and under the Public Construction Bond Act (30 ILCS 550/et seq.) and that have not collected under the Subdivision Payment Bond. The aggregate amount of the Subdivision Performance Bond and Subdivision Labor and Material Payment bond may only be reduced to reflect a reduction in the total amount of the deposit required pursuant to paragraph 4 of this Agreement to 110% of the bid amount based on executed contracts on file with the

Village Clerk. No Surety Bond shall be released until the Public Improvement work is satisfactorily completed and all of the Owner's/Contractor's obligations under this Agreement and the Subdivision Ordinance (collectively, the "Village Approvals") have been satisfied, and the Village has accepted the Public Improvements. Further, none of the Surety Bonds shall be released unless and until the Owner/Contractor has presented to the Village Attorney owner's sworn statements, contractors' sworn statements, and final waivers of lien, as may be appropriate, and any additional documentation that the Village Attorney may reasonably request to demonstrate full payment for the Public Improvements and full payment to all contractors, subcontractors, and material suppliers performing such work or furnishing such materials for the Public Improvements.

(v) Replenishment of Surety Bonds. If at any time the Village determines that the penal sum on each of the Performance and Payment Bonds is not, or may not be, sufficient to pay in full the remaining unpaid cost of all Public Improvements and all unpaid Village fees, or that the funds remaining in the Maintenance Bond are not, or may not be, sufficient to pay all unpaid costs of correcting any and all defects and deficiencies in the Public Improvements, then, within ten days after a demand by the Village, the Owner/Contractor shall cause the Surety to increase the penal sum of the appropriate Surety Bond(s) to an amount determined by the Village to be sufficient to cover said deficiency and pay the unpaid costs and fees, or shall deposit said sum with the Village pursuant to an Irrevocable Cash Deposit Agreement in form as set forth in the Subdivision Ordinance, otherwise the Village may make demand upon the Principal and the Surety for the penal sum of the applicable Surety Bond(s) and pursue all remedies available to the Village under the applicable Surety Bond(s) and pursue any deficiency from such Owner/Contractor.

(vi) Replacement Surety Bonds. In the event the surety on the Performance and Payment Bonds has issued a notice of expiration of the applicable bond as provided in the underlying Surety Bond, and/or in the event (i) the Owner/Contractor has not performed all of its obligations under this Agreement, the Subdivision Ordinance and the other Village Approvals as determined by the Village in its sole discretion prior to the date by which the Village must bring suit on the Performance and Payment Bonds, or either of them to enforce it; and (ii) either (a) the issuer of the Performance and Payment Bond has not issued an extension or retraction of its notice of expiration more than 30 days prior to its expiration date, or (b) the Owner/Contractor has not caused another surety company that meets the minimum requirements set forth in paragraph 4.A.iii. above to issue a replacement surety bond in form as prescribed in the Subdivision Ordinance with such deviations and

modifications therefrom that are satisfactory to the Village Attorney within said 30 days prior to its expiration date, the Village may make a demand on the Principal and Surety on the Performance and Payment bond and pursue all of its remedies thereunder. If at any time the Village determines that the Surety is no longer licensed by the Illinois Department of Insurance and authorized to issue and execute sureties in Illinois or its FSR has dropped below an A- on any of the specific rating agencies listed in paragraph 4.A.iii., is insolvent, or is in danger of becoming any of the foregoing, or is otherwise in danger of being unable to honor the appropriate bond obligations at any time during its term, or if the Village otherwise reasonably deems itself to be insecure, then the Village shall have the right to demand that the Owner/Contractor provide replacement surety bonds from a surety that meets said requirements and which is satisfactory to the Village. The replacement surety bonds shall be deposited with the Village not later than 30 days after the demand. After deposit of the replacement surety bonds meeting said requirements, the Village shall surrender the original surety bonds to the Surety that issued them.

7. Costs and Fees. The Owner/Contractor shall pay all costs, permit fees, engineering fees, testing fees, consulting fees, attorney's fees, connection fees, and other fees, costs and expenses required to be paid by the Owner/Contractor to the Village under this Agreement and any other ordinance of the Village concerning the development of the Property.

8. Permits; Approvals. Owner/Contractor shall procure and furnish and pay for all permits, licenses and other governmental approvals and authorizations necessary to construct, install and complete the Public Improvements and all costs incidental thereto.

9. Taxes; Prevailing Wages. Owner/Contractor shall pay all applicable federal, state, county and local taxes, and shall pay prevailing wages, if applicable.

10. Ownership of Public Improvements. The Public Improvements shall remain the property of the Owner until the Corporate Authorities formally accept such Public Improvements, and title to all underground improvements and other personal property required by the Subdivision Ordinance has been transferred to the Village by appropriate Bill of Sale. The Owner shall remain responsible for the maintenance of all of the Public Improvements, including, but not limited to, any manholes, vaults, curbs or other structures which project above the pavement and which are damaged as the result of the Village's snow-plowing activities, until the expiration of the Maintenance Period and any extension thereof as provided in this Agreement, unless the Maintenance Period and the maintenance security requirement is waived by the Corporate Authorities in its sole and absolute discretion on the recommendation of the Village Engineer, in which event the Owner shall maintain the Public Improvements until they (or such portion thereof) have been accepted by the Village.

11. Emergency Repairs. If it becomes necessary, as determined by the Village Administrator, in her sole discretion, to perform any emergency repair work on the Public Improvements to protect the health, welfare and safety of the Public, the Village may perform such repairs, and the Owner shall reimburse the Village promptly for the costs so incurred.

12. License to Village to Complete Public Improvements. In the event of a default and the election by the Village (and/or the Surety in the case of a Performance Bond) to take over and complete the Public Improvements, the Owner, for itself and for its successors in interest and assigns hereby grants a non-exclusive license to the Village (and if applicable to the Surety) and their respective employees, engineers, consultants, contractors, subcontractors, material suppliers, agents and anyone hired by or on behalf of either of them, to complete the Public Improvements (the "**Village Designees**") in, under, upon, across, through and under the Property, and hereby assigns such right, and interest if any off-site easements or licenses granted to the Owner to install or construct any off-site Public Improvements to serve the Property to the Village and/or the Surety. In the event of such take-over of the Public Improvements, the Village will endeavor to require any contractor it hires to procure liability insurance in similar types, coverages, and amounts as required of the Contractor in paragraph 13 of this Agreement.

13. Insurance. The Owner, the Contractor, and each prime contractor if the Owner hires more than one contractor to construct and install the Public Improvements, each referred to for purposes of this paragraph as "*Contractor*", shall obtain and maintain insurance of the types and in the amounts listed as follows:

A. Commercial General and Umbrella Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the development on the Property. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Village shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Village. Any insurance or self-insurance maintained by the Village shall be excess of the Contractor's insurance and shall not contribute with it. There shall be no endorsement

or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance.

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 for each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO CG 00 01.

C. Business Auto and Umbrella Liability Insurance.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance.

Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

E. General Insurance Provisions.

(i) Evidence of Insurance.

Prior to beginning 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. All certificates shall provide for 30 days written notice to the Village prior to the cancellation or material change of any

insurance referred to therein. Written notice to the Village shall be by certified mail, return receipt requested.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in a stop work order at the Village's option.

(ii) Acceptability of Insurers.

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.

(iii) Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(iv) Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and agents 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.

(v) Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type and minimum amount of coverage specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

14. Village Rights in Event of Breach by Owner. In the event the Village Engineer determines, in the Village Engineer's sole and absolute discretion, that the Owner (i) has failed to timely complete construction as set forth in paragraph 3 on or before the completion date therein specified; (ii) has not adequately maintained, any of the Public Improvements, or (iii) the Owner is otherwise in default under this Agreement, applicable Village Ordinances or the Village Approvals, the Village may, after ten (10)

days' prior written notice to the Owner (or without written notice in the case of emergency repair work deemed necessary by the Village Administrator), enter on any or all of the Property, for which the Owner has granted to the Village and to the Village's designees, a non-exclusive license pursuant to this Agreement, and cause to be performed any work and pay any monies to cover the Owner's financial obligations hereunder using the funds pursuant to this Agreement drawn from the Construction Security or the Maintenance Security deposited pursuant to this Agreement. The Village shall have the right to demand immediate payment directly from the Owner, based on costs actually incurred or on the Village's reasonable estimates of costs to be incurred, an amount of money sufficient to defray the entire costs of the work, including, without limitation, legal fees and administrative expenses. Owner shall, after demand by the Village, pay the required amount to the Village.

15. Use of Funds in the Event of Breach of Agreement. If the Owner/Contractor fails or refuses to complete the Public Improvements in accordance with this Agreement and the agreed-on construction schedule, or fails or refuses to correct any defect or deficiency in the Public Improvements, or fails or refuses to restore property in accordance with a demand from the Village, or in any manner fails or refuses to meet fully any of its obligations under this Agreement and/or other applicable Village Ordinances, then the Village may, in its sole and absolute discretion, demand the surety perform its obligations under the Performance Bond, and if necessary, file suit on said bond and retain the monies recovered from the surety under the Performance Bond. The Village thereafter shall have the right to exercise its rights under this Agreement and other applicable Village Ordinances to take any other action it deems reasonable and appropriate to mitigate the effects of the failure or refusal by the Owner/Contractor and to reimburse itself from the applicable construction security and/or maintenance security for all of its costs and expense, including without limitation legal fees and administrative expenses resulting from or incurred as a result of the Owner/Contractor's failure or refusal to fully meet its obligations under this Agreement and other applicable Village Ordinances. If the funds remaining in the Performance and Payment Bonds are insufficient or pay fully the Village for all its costs and expenses to fully pay for the Public Improvements, and to maintain a cash reserve equal to 15% of the original construction security amount during the entire time the Maintenance Bond should have been maintained by the Owner/Contractor, then the Owner/Contractor shall, after demand of the Village, immediately deposit with the Village additional funds as the Village determines are necessary to fully repay the Village's costs and expenses and to establish the required maintenance cash reserve.

16. Village Lien Rights. If any money, property, or other consideration due from the Owner to the Village pursuant to this Agreement is not either recovered from the construction security deposits required by this Agreement or paid or conveyed to the Village by the Owner within ten (10) days after a demand for payment or conveyance, then the money, or the Village's reasonable estimate of the value of the property or other consideration, together with interest at the maximum rate permitted by law and costs of collection, including without limitation legal fees and administrative expenses, shall become a lien on the Property, and the Village shall have the right to collect the

amount or value, with applicable interest and costs, including without limitation legal fees and administrative expenses, and the right to enforce the lien in the manner provided by law for mortgage foreclosure proceedings. The lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Property; provided, however, that the lien subordination shall apply only to charges that have become due and payable prior to a sale or transfer of the Property pursuant to a judgment of foreclosure, or any other proceeding in lieu of foreclosure, but the sale or transfer shall not relieve the Property from liability for any charges thereafter become due, nor form the lien of any subsequent charge.

17. Hold Harmless. Owner shall, in the event a claim is made against the Village, its officers, other officials, agents and employees or any of them, or if the Village, its officers, other officials, agents and employees or any of them, is made a party-defendant in any proceeding arising out of, or alleged to arise out of, the construction, installation, payment for, failure to pay for, maintenance and/or repair of the Public Improvements or in connection with this Agreement, including, but not limited to, matters pertaining to the hazardous material and other environmental matters, (except as may be required by provisions 765 ILCS 705/1 and 740 ILCS 35/1 of the Illinois Statute for the negligent acts and omissions of the Village, its officers, other officials, agents and employees or any of them) defend, indemnify, and hold the Village and such officers, other officials, agents and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees in connection therewith.

18. Remedies.

A. It is agreed that the parties hereto shall have the following rights and remedies in the event of a breach or default hereunder, in addition to any other rights provided under this Agreement.

(i) Enforce or compel the performance of this Agreement, at law or in equity by suit, action, mandamus or any other proceedings, including, but not limited to, injunction and/or specific performance.

(ii) Maintain an action to recover any sums which the other party has agreed to pay pursuant to this Agreement and which have become due and remain unpaid for more than 15 days following written notice of delinquency.

(iii) Draw upon any Subdivision Performance Bond, Subdivision Labor and Material Payment Bond and/or Maintenance Bond.

B. Upon a breach of this Agreement, any of the parties, by any action or proceeding at law or in equity, may exercise any remedy available at law or in equity. The remedies of the Village shall include, but not be limited to, the right to stop construction of the development and refuse issuance of further building

permits in the event the Village deems the terms of this Agreement to have been violated.

C. In the event the Village chooses to sue in order to enforce the obligations hereunder, Owner shall pay all costs and expenses incurred by the Village, including, but not limited to, attorneys' fees and costs and expenses incurred by the Village. In addition, if the Owner does not pay any fees required to be paid for under this Agreement, the Village may withhold the issuance of building permits and/or occupancy permits until payment is received. Village may use remedies available to it to collect such fees and charges as are due.

19. Venue, Illinois Law, Attorney's Fees. The parties agree that this Agreement shall be governed by Illinois law and that the proper venue for the enforcement of this Agreement shall be the Circuit Court of Cook County, Illinois. The Owner agrees to reimburse the Village for any reasonable attorney's fees incurred by the Village in enforcing or attempting to enforce the obligations of the Owner under this Agreement, regardless of whether a lawsuit is actually filed, within 15 days after the receipt of copies of paid invoices for such attorney's fees.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their heirs, legatees, beneficiaries, successors in interest, assignees, and lessees.

21. Miscellaneous.

A. Notice. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by the United States certified mail, postage prepaid and return receipt requested, as follows:

To the Village: Village of Bartlett  
228 South Main Street Bartlett, IL 60103  
Attention: Paula Schumacher, Village Administrator

With a copy to: Kurt S. Asprooth  
Ancel Glink, P.C.  
140 S. Dearborn Street  
Chicago, IL 60603  
kasprooth@ancelglink.com

To the Owner: HFC Realty Holdings LLC  
2221 Camden Court, Suite 200  
Oak Brook, IL 60523

To the Contractor: Dylan Fuller  
Global Power & Construction Inc.  
7S882 Camp Dean Road  
Big Rock, IL 60511

B. Severability. If any provision of this Agreement is held invalid by a court of a competent jurisdiction or in the event a court shall determine that the Village does not have the power to perform a disputed provision, the provision shall be deemed to be excised from this Agreement and invalidity shall not affect any of the other provisions contained herein, and the judgment or decree shall relieve the Village from performance under the invalid provision of this Agreement.

C. Counterparts. This Agreement may be executed in multiple counterparts, all of which, together, shall constitute one and the same agreement. Further, photocopies, facsimile transmissions and other reproductions of this Agreement and / or the signatures hereon shall be the equivalent of originals.

D. Consequential, Special, and Punitive Damages. Notwithstanding any provision of this Agreement to the contrary, the Village, the Owner, and the Contractor waive any and all consequential, special, and/or punitive damages it may have against the other arising from a breach of this Agreement.

E. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person, firm or corporation may be made, or be valid, against the Village, the Owner, or the Contractor.

F. Amendment. This Agreement may not be modified revised or amended in any way except by written document approved and executed by the mutual agreement between the parties.

*[signature page follows]*

HFC REALTY HOLDINGS LLC

VILLAGE OF BARTLETT

By: 

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

Name: PATRICIA HALIKAS  
Title: MANAGER

Village Administrator

Attest: 

Attest:

Name: ANTHONY DEANGELIS  
Title: ASSIST. FC CLERK

Village Clerk

GLOBAL POWER & CONSTRUCTION INC.

By: 

Name: Ryan Kovarik  
Title: VP

Attest: 

Name: Dylan Fuller  
Title: Senior Project Manager

**EXHIBIT A**

*Legal Description of the Subject Property*

LOT 60 IN BARTLETT EAST POINTE ESTATES, A PLANNED UNIT DEVELOPMENT IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 10, 1989 AS DOCUMENT R89-126996 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 21, 1990 AND MAY 30, 1990 AS DOCUMENT R90- 022098 AND R90-065464, RESPECTIVELY, IN DUPAGE COUNTY, ILLINOIS.

PIN: 01- 02-109-013



# Agenda Item Executive Summary

**AGENDA ITEM:** Engineering Contract Award - 2026 Various Streets Resurfacing

**BOARD OR COMMITTEE:** Board

## BUDGET IMPACT

<b>Amount</b>	\$ 223,124	<b>Budgeted</b>	\$ 2,000,000
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<b>Fund: General</b>	<b>Corresponding Activity Measure:</b>	N/A
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## EXECUTIVE SUMMARY

Attached is a resolution for the Board's approval to enter into an agreement with Trotter and Associates, Inc. for engineering services for the 2026 Various Streets Resurfacing Project. This project will include minor underground utility repairs, sidewalk and curb repairs, and full street resurfacing on various streets around the Village.

For FY26/27, \$2,000,000 from the general fund was budgeted for engineering and annual street maintenance projects.

## ATTACHMENTS (PLEASE LIST)

Ex: Memo, Resolution, Agreement (Exhibit A)

## RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal or Target: Yes  No

Description: Critical Infrastructure Preserved

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

**MOTION:** I move to approve Resolution 2026-\_\_\_\_\_, a Resolution approving the Engineering Services Agreement between the Village of Bartlett and Trotter & Associates, Inc. for the 2026 Various Streets Resurfacing Project.

Staff: Nick Talarico, Village Engineer

Date: March 2, 2026

# Memo

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**To:** Paula Schumacher, Village Administrator

**From:** Nick Talarico, Village Engineer

**Subject:** Engineering Contract Award - 2026 Various Streets Resurfacing

**Date:** March 2, 2026

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## **BACKGROUND**

On January 16, 2026, the Village posted a solicitation for engineering services for the 2026 Various Streets Resurfacing Project. Staff received and reviewed 10 statements of interest from potential, qualified consultants and selected Trotter & Associates, Inc. based on their proposed project team, technical approach, and having previously completed successful projects for the Village in the past.

Attached you will find an engineering services agreement from Trotter & Associates, Inc. totaling \$223,124. The scope of the services includes all engineering related work required for the preparation of bid documents for the budgeted \$3,500,000 resurfacing project tentatively scheduled to begin late summer/early fall, 2026.

For FY26/27, \$2,000,000 from the general fund was budgeted for engineering and yearly street maintenance projects.

## **RECOMMENDATION**

Staff recommend awarding the engineering services contract for the 2026 Various Streets Resurfacing Project to Trotter and Associates, Inc.

## **MOTION**

**MOVE TO APPROVE RESOLUTION 2026- \_\_\_\_, A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC. FOR THE 2026 VARIOUS STREETS RESURFACING PROJECT**

RESOLUTION 2026 - \_\_\_\_\_

**A RESOLUTION APPROVING THE ENGINEERING SERVICES AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND TROTTER & ASSOCIATES, INC.  
FOR THE 2026 VARIOUS STREETS RESURFACING PROJECT**

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**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:** Engineering Services Agreement dated March 2, 2026 for the 2026 Various Streets Resurfacing Project (the "Project Work") in the amount of \$223,124 as set forth in the agreement attached hereto and incorporated herein, is hereby awarded to Trotter & Associates subject to the terms and conditions of the defined Agreement.

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

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

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

**ROLL CALL VOTE:**

**AYES:**

**NAYS:**

**ABSENT:**

**PASSED:** March 10, 2026

**APPROVED:** March 10, 2026

\_\_\_\_\_  
Daniel H. Gunsteen, Village President

**ATTEST:**

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

**CERTIFICATION**

I, Lorna Giles, 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 2026 - \_\_\_\_\_ enacted on March 10, 2026 and approved on March 10, 2026 as the same appears from the official records of the Village of Bartlett.

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



March 2, 2026

Mr. Nick Talarico  
Village Engineer  
Village of Bartlett  
1150 Bittersweet Dr.  
Bartlett, IL. 60103

**Re: 2026 Various Streets Resurfacing Project (Phase I & II Engineering)**  
Design Engineering Services

Dear Mr. Talarico:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

Sincerely,

TROTTER & ASSOCIATES, INC.

Scott Trotter, PE, BCEE  
Principal



March 2, 2026

Mr. Nick Talarico  
Village Engineer  
Village of Bartlett  
1150 Bittersweet Dr.  
Bartlett, IL. 60103

**Re: 2026 Various Streets Resurfacing Project (Phase I & II Engineering)**  
Professional Services Letter Agreement and Exhibits

Dear Mr. Talarico,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to the Village of Bartlett (CLIENT) for the *2026 Various Streets Resurfacing Project (Phase I & II Engineering)* (hereinafter referred to as the "PROJECT").

**PROJECT UNDERSTANDING**

The Village of Bartlett is seeking to spend approximately \$3,500,000 in 2026 for the resurfacing of various Village streets. The Village has provided a list of streets that are anticipated to be considered to create the 2026 Street Resurfacing Project.

This Agreement includes engineering design services for the 2026 Improvements. The design work is scheduled to be completed so that the project is ready for bidding in July of 2026.

The Village is seeking to maximize the number of streets to be resurfaced and has provided a list of locations, which have been prioritized, to be included in the scope of work. These streets will be evaluated by TAI for bidding, and it is anticipated alternative bids will be included to allow for the flexibility to add streets should pricing come in favorably and within the Village's current budget.

This scope of work includes the evaluation of locations 1-5 as well as a portion of 6 for total mileage of approximately 9.4 miles. Based on the total construction budget of \$3.5 million and the time and effort expended on the 2026 Street Improvement Program, we estimate a design fee of \$193,124.00 (plus allowances).

We anticipate utilizing milling, patching, curb & gutter repairs for this program as well as sidewalk replacements to meet ADA requirements. Specifications will be developed that incorporate location maps specific to each project area identifying the work to be performed, typical sections and details.

All funds used for the design of this program are local funds, and therefore coordination with IDOT will not be required but coordination with other utilities may be. It is the Village's plan to bid and award the 2026 Street Improvement Program by July 2026 so that all work can be completed by November 2026.

The Village will be evaluating the existing utilities and making appropriate repairs with Village staff in advance of the construction. Based on the Village's agreement with IDOT no coordination is needed by the Engineer and it is understood that the Village will complete all applicable MFT submittals to IDOT.

### **PROJECT SCHEDULE**

Contract Approval.....	March 12, 2026
Kick-Off Meeting.....	March 17, 2026
Field Evaluations.....	March 17 – April 28, 2026
Soil Borings .....	April 2026
30% Meeting.....	April 2026
EOPC, Contract Documents, Exhibits & Details .....	April - June 2026
60% Meeting.....	May 2026
90% Meeting.....	June 2026
Advertise for Bids.....	June 2026
Recommendation for Award .....	June 2026

### **SCOPE OF SERVICES**

Our services will consist of customary civil engineering services described below.

#### **B. Design Services - Roadway Resurfacing**

##### **1. Meetings – Roadway Resurfacing**

- 1.1 Project kick-off meeting with the Village to discuss the field evaluation requirements and other project goals.
- 1.2 Design coordination/review meetings with the Village staff at the 30%, 60%, and 90% stages of completion.
- 1.3 Additional design meetings may be held, but for the purposes of this contract, a maximum of six (3) meetings is proposed during the design phase.

##### **2. Preliminary Design Phase – Roadway Resurfacing**

- 2.1 Request existing GIS utility information to incorporate structures into the plan exhibits and evaluate structures that will need adjustment associated to work being completed under the contract. The Village will complete utility inspections and repairs prior to the start of construction.
- 2.2 Review existing engineering and as-built information available for this project.
- 2.3 Arrange for pavement cores/soil borings and CCDD testing along the route of the proposed roadway improvements.
- 2.4 Make site visits as necessary for design purposes. Village will complete all utility inspections with repairs completed by Village staff.
- 2.5 Prepare and submit 30% Preliminary Design phase documents consisting of engineering calculations, preliminary exhibits, and written descriptions of the Project as appropriate.



- 2.6 Advise Village if additional reports, data, information, or testing services are necessary and assist Village in obtaining such reports, data, information, or services.

### 3. Final Design Phase – Roadway Resurfacing

- 3.1. Based on the approved preliminary design documents, prepare detailed Final Design documents in accordance with MFT Maintenance guidelines for a resurfacing program. The contract/bid documents will follow the IDOT model forms and special provisions.
- 3.2 Prepare an opinion of probable cost based on the Final Design documents.
- 3.3 Acquire permits through all pertinent jurisdictional agencies (Village responsible for permit fees).
- 3.4 Complete final marking of roadway locations for construction.
- 3.5 Complete video documentation of project areas and provide to the Village.

### C. Bid Assistance

TAI will provide bidding services. We will oversee and manage the advertisement for bids, attend the pre-bid meetings, answer contractor questions, issue addendums, and attend the bid openings. We will review all bids, prepare a tabulation of bids, and provide a recommendation to the Village for award of the construction contracts.

### D. Geotechnical Engineering Allowance

Trotter and Associates will coordinate with Rubino Engineering for geotechnical for pavement cores, soil borings, and CCDD material testing and analysis for compliance with state laws. We are creating an allowance of \$30,000 for completion of this work.

### E. Reimbursable Expenses

Reimbursable expenses include postage, printing/plotting, copying and permitting fees.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.



### Compensation

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B. Reimbursable Expenses included in the contract are limited to items listed in Exhibit B. All expenses that are not included in Exhibit B shall be considered outside the contract and shall be considered as extra and compensated for at cost. For example: title commitments, permit fees, architectural renderings, special public meetings, out of town travel expenses, consultant services beyond those identified in the scope, or items specifically requested by the owner.

The total compensation for services will not exceed **\$223,124.00** based on the following distribution of compensation:

Design Phase	\$182,274
Bidding and Negotiating Phase	\$10,850
<u>*Reimbursables – Soil Boring and CCDD Testing Allowance</u>	<u>\$30,000</u>
Total:	\$223,124

\*The reimbursable expense for Soil Boring and CCDD Testing Allowance includes the assumption that all CCDD testing will qualify for 662 approvals. Should the testing require 663 approval the cost increase by \$8,350.

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

### Miscellaneous

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement. However, ENGINEER is not responsible



whatsoever for any obligations its subcontractors might have to its [subcontractors'] employees, including but not limited to proper compensation of its employees.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

ENGINEER acknowledges that this project and the scope of work performed thereto will require ENGINEER and all lower tiered subcontractors of ENGINEER to comply with all obligations under and pursuant to the any applicable local, state and/or federal prevailing wage laws (e.g. Davis-Bacon Act, Illinois Prevailing Wage Act, etc.), including but not limited to all wage, notice and/or record keeping requirements to the extent applicable, necessitated and required by law.

If during negotiations or discussion with a Client it becomes clear that Client has determined prevailing wages are not applicable to the work performed by Trotter & Associates, it is best to confirm that understanding in writing with appropriate indemnification language. The following is draft language to consider:

Trotter & Associates' services performed is based on its understanding through the actions, statements and/or omissions of CLIENT that this project [identify] and the work performed relating thereto is professional in nature and not subject to prevailing wage requirements (federal, state or local). If Trotter & Associates' understanding is incorrect, CLIENT agrees and acknowledges that it shall immediately notify Trotter & Associates in writing within forty-eight (48) hours from receiving this notice so that Trotter & Associates may submit a revised proposal and/or invoice reflecting the additional costs associated with applicable prevailing wage laws. If at any time it is determined that this project is or was subject to prevailing wage requirements under federal, state or local law, then CLIENT agrees and acknowledges that it shall reimburse and make whole Trotter & Associates for any back wages, penalties and/or interest owed to its employees or any other third party, including any appropriate governmental agency. CLIENT also agrees that prices, costs and/or applicable fees will also be increased prospectively as required by the increase in wage payments to Trotter & Associates' employees. CLIENT understands and acknowledges that it shall notify Trotter & Associates of any prevailing wage requirements or obligations under applicable laws relating to the work or services performed by Trotter & Associates. CLIENT also agrees to indemnify and hold Trotter & Associates harmless from any error, act or omission on its part with regard to prevailing wage notification that causes any claim, cause of action, harm or loss upon Trotter & Associates, including but not limited to prompt reimbursement to Trotter & Associates of any and all back wages, penalties and/or interest owed to its employees or any other third party, including reasonable attorneys' fees and costs associated with such claim, cause of action, harm or loss.



**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

\_\_\_\_\_

\_\_\_\_\_

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

By: R. Scott Trotter, PE, BCEE

Title: \_\_\_\_\_

Title: Principal

Effective  
Date: \_\_\_\_\_

Date Signed: March 2, 2026  
\_\_\_\_\_

Address for giving notices:

Address for giving notices:

1150 Bittersweet Dr.  
Bartlett, IL. 60103

40W201 Wasco Road  
St. Charles, IL 60175

Designated Representative

Designated Representative

Nick Talarico

Karen Young

Title: Village Engineer

Title: Senior Project Manager

Phone Number: 630.837.0811

Phone Number: 630.587.0470

E-Mail Address: [ntalarico@bartlett.il.gov](mailto:ntalarico@bartlett.il.gov)

E-Mail Address: [k.young@trotter-inc.com](mailto:k.young@trotter-inc.com)

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM



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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



## EXHIBIT A - STANDARD TERMS AND CONDITIONS

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### ARTICLE 1 - SERVICES OF ENGINEER

#### 1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.
  3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as

- required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

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#### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

#### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

#### ARTICLE 4 - PAYMENTS TO ENGINEER

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##### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

##### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
- D. *Payments Upon Termination.*
  - 1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  - 2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.

- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

#### ARTICLE 5 - OPINIONS OF COST

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##### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

##### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

##### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

#### ARTICLE 6 - GENERAL CONSIDERATIONS

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##### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime

- professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.
- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.
- 6.02 Authorized Project Representatives**
- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.
- 6.03 Design without Construction Phase Services**
- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.
- 6.04 Use of Documents**
- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the

- electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

#### 6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By CLIENT effective upon the receipt of notice by ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this

Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

#### 6.10 Hazardous Environmental Condition

A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (a) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or

remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (it) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

- A. The headings used in this Agreement are for general reference only and do not have special significance.

#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)



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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_



**EXHIBIT B  
SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES**

**2026 Schedule of Hourly Rates**

Classification	Billing Rate
Engineering Intern	\$79.00
Engineer Level I	\$143.00
Engineer Level II	\$158.00
Engineer Level III	\$167.00
Engineer Level IV	\$186.00
Engineer Level V	\$210.00
Engineer Level VI	\$239.00
Engineer VII	\$252.00
Engineer VIII	\$291.00
Principal Engineer	\$298.00
Architect Intern	\$79.00
Architect Level I	\$125.00
Architect Level II	\$151.00
Architect Level III	\$176.00
Architect Level IV	\$189.00
Architect Level V	\$212.00
Architect Level VI	\$231.00
Architect VII	\$250.00
Architect VIII	\$270.00
Principal Architect	\$290.00
Technician Level I	\$119.00
Technician Level II	\$144.00
Technician Level III	\$168.00
Technician Level IV	\$184.00
Senior Technician	\$204.00
GIS Specialist I	\$119.00
GIS Specialist II	\$158.00
GIS Specialist III	\$188.00
Clerical Level I	\$79.00
Clerical Level II	\$95.00
Clerical Level III	\$114.00
Survey Technician Level I	\$79.00
Survey Technician Level II	\$98.00
Survey Crew Chief	\$203.00
Professional Land Surveyor	\$244.00
Project Coordinator I	\$144.00
Project Coordinator II	\$156.00
Project Coordinator III	\$167.00
Department Director	\$239.00
Project Manager	\$239.00
Sr. Project Manager	\$253.00
Program Manager	\$253.00

Sub Consultants

Cost Plus 5%

*\*\*Rates will be escalated for Overtime & Holiday Pay to adjust for Premium Time based on the current Illinois Department of Labor Rules*

*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

**2026 Reimbursable Expenses**

Item	Unit	Unit Price
Engineering Copies – B&W 20lb Bond	Sq. Ft.	\$0.50
Engineering Copies - Color 24lb Bond	Sq. Ft.	\$1.00
Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Color Presentation Grade Large Format Print	Sq. Ft.	\$5.15
Comb Binding > 120 Sheets	Each	\$4.75
Comb Binding < 120 Sheets	Each	\$3.50
Binding Strips (Engineering Plans)	Each	\$1.00
5 Mil Laminating	Each	\$1.25
Copy 11" x 17" - Color	Each	\$0.50
Copy 11" x 17" - Black and White	Each	\$0.25
Copy 8.5" x 11" - Color	Each	\$0.25
Copy 8.5" x 11" - Black and White	Each	\$0.12
Recorded Documents	Each	\$25.00
Engineering Scanning	Each	\$2.00
Plat Research	Time and Material	
Per Diem	Each Day	\$30.00
Field / Survey Truck	Each Day	\$45.00
Postage and Freight	Cost	
Mileage	Per Mile	Federal Rate

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**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

*NONE AT THIS TIME*

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**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

VILLAGE OF BARTLETT

TROTTER AND ASSOCIATES, INC.

SIGNED:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

\_\_\_\_\_

TITLE

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