



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

www.villageofgilberts.com

SPECIAL VILLAGE BOARD MEETING AGENDA

Tuesday, January 12, 2021 - 7:00 p.m. - Village Hall Board Room

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://zoom.us/j/96204686307>

Meeting ID: 962 0468 6307

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at info@villageofgilberts.com. Any comments received by 5 pm on January 12, 2021 will be submitted into the record of the meeting.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLIEGENCE

2. ROLL CALL / ESTABLISH QUORUM

3. PUBLIC COMMENT*

4. ITEMS FOR APPROVAL

- A. A Motion to Approve Resolution 03-2021, a Resolution Authorizing Approval of an Agreement with Municipal Well and Pump for Repair Services at Well 4 in an Amount Not to Exceed \$150,000

5. ITEMS FOR DISCUSSION

- A. Presentation and Discussion of a Proposed Amendment to the General Contractor Agreement for Village-Related Improvements to the Village's Water Treatment Plant

6. STAFF REPORTS

7. TRUSTEES' REPORTS

8. PRESIDENTS' REPORT

9. EXECUTIVE SESSION*

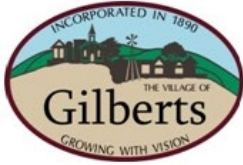
10. ADJOURNMENT

***Executive Session Information**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.

***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.



Village of Gilberts

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To: President Zirk and the Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Al Stefan, Village Engineer
Date: January 12, 2021 Special Village Board Meeting
Re: Item 4.A: Presentation and Discussion of Well 4 Options

As the Village Board is aware Well 4 is currently inoperable due to issues concerning the well pump and motor. Numerous steps have brought us to this discussion, a timeline of which can be found in Appendix A.

Municipal Well & Pump have submitted an inspection report and pricing schedule for their recommended corrections. It was found by the Village Staff and the Village Engineer that there are options that could be considered to reduce the cost of having the well placed back into operation. The options were discussed between Village Staff, Village Engineer and Municipal Well & Pump and an alternative avenue with reduced options were created and submitted to the Village. These options to reduce the cost would include eliminating column cutting ends, couples and sandblasting and coating of the pipe. Another savings measure would be to greatly reduce the brushing and bailing of the well. With these measures in place there would be an estimated reduction of \$58,456.00.

After reviewing the inspection report, and pricing schedules submitted by Municipal Well & Pump the following options have been created and are being submitted to the board. Below you will find two options that will keep well 4 online and operational, and a final option to abandon the well completely. Please keep in mind, the last option is premised on the successful completion and entering in to service of wells 5 and 6. This option is discussed in further detail later in the memo.

Option 1:

Move forward with the recommended corrections submitted by Municipal Well & Pump for the corrections to well 4. This option includes a new motor, new bowl assembly, cutting new pipe ends, powder coating the shaft pipes, and brushing and bailing of the well. The estimated price for this is \$208,026.00. This would cover all recommended corrections and would keep well 4 online as a back-up pump for the future with the greatest guarantee of longevity. The estimated timeline to have the well back in full operation if this option is selected is 6-7 weeks.

Option 2:

After reviewing the information in the report provided by Municipal Well & Pump the Village Engineer and Director of Public Works engaged in conversations to discuss any cost savings measures that could be implemented taking into consideration that the well will essentially be a

back-up system. In summary, the cost savings measures implemented would include the following:

- Eliminate the column cutting ends, couplings and sand blasting and coating of the column pipe.
- Greatly reduce brushing and bailing of the well.

A representative from Robinson Engineering has inspected and approved these cost savings measures. A subsequent review with Municipal Well and Pump confirmed that these cost-saving measures are non-essential and would not inhibit the well's operation.

The total estimated cost to implement option 2 would be \$149,570.00. This would be the minimum amount of effort and cost to bring well 4 back online. The estimated timeline to have the well back in full operation for this option is 5-6 weeks.

Option 3:

The final option for the board to consider is the abandonment of well 4. This option would reduce the redundancy the Village has in its future water treatment system. As the Board is aware, with the addition of wells 5 and 6 the additional capacity of well 4 would not be needed in order to maintain the Village's water supply. However, eliminating well 4 would reduce village redundancy by eliminating a potential combination of well configurations. Please note that after speaking with Village Engineer and representatives from Municipal Well & Pump the consensus is to avoid abandoning a well which would result in the decommission of a significant capital asset. For reference, each of the new wells currently being constructed as part of the Public Improvements Agreement with Gilberts Development LLC have an approximate value of \$1.5 million, exclusive of transmission main.

Municipal Well & Pump provided a scope of work and an informal estimate to abandon the well. The scope of work would include obtain County permit, mobilization, installation of chlorinated pea gravel from 1,330-feet to 1,164-feet. Install tremi pipe to 1,150-feet and pump neat cement from 1,164-feet to surface. Excavate and remove pitless adapter, remove electrical junction box, fencing and gravel. Top soil and grass as needed. The roughly estimated cost to abandon well 4 is \$126,965.00.

Relevant Information

In an effort for the Village Board to have all of the most current and relevant information possible before making this decision Village Staff have compiled the following items:

- The pump for well 3 was pulled and had work performed in 2018.
- Well 5 and well 6 have tentative online and fully operable dates of the middle to near end of February. Please keep in mind that these dates have generally been shifting later in the past few months.

Conclusion & Recommendation

Please see the below table for a brief cost summary for all options the board may consider to move forward.

Option 1	Option 2	Option 3
Complete Recommended Corrections	Minimal Recommended Corrections	Abandonment of Well 4
\$208,026.00	\$149,570.00	\$126,965.00

After reviewing all of the relevant information, Municipal Well & Pump's report, and consulting with the Village Engineer, Village Staff recommends proceeding with option two (2). The price difference between option 3 (abandonment) and option 2 are minimal considering the overall cost of the project. Option 2 grants the Village additional redundancy and optional well configurations that would be lost if it were abandoned. The proposed minimal level of repairs may have the effect of reduced longevity on the well, however, keeping in mind that once wells 5 and 6 are fully operational, wells 3 and 4 will only need to be run minimally, and only to keep the well active unless the case of an emergency occurs, we do not expect the reduced longevity of the well to have any major implications in the future.

Attachments

- 1) Municipal Well and Pump Inspection Report
- 2) Price Schedule for Option 1 for \$208,026
- 3) Price Schedule for Option 2 for \$149,570

Appendix A

As a brief background we have attached the timeline of events and relevant information that has occurred since the Well was reported inoperable.

- **December 1, 2020-** John Castillo, Utilities Superintendent, reported high amp readings and pump motor was tripping off every 40 seconds.
- **December 2, 2020-** Municipal Well & Pump performed an inspection to confirm the issues Village Staff had reported and put together an estimate to have the well pump pulled and inspected.
- **December 8, 2020-** The estimate and information from Municipal Well & Pumps inspection was brought forward to the Village Board for discussion. The Village Board decided to move forward with pulling Well 4.
- **December 14, 2020-** Municipal Well & Pump was on site to start the process of pulling Well 4.
- **December 18, 2020-** Municipal Well & Pump had successfully removed the well pump from the well hole and began on-site mercury containment and the process to move the components to their site and begin inspection/testing.
- **December 21, 2020-** Municipal Well & Pump televised well 4 to assist in discovering any issues that may exist within the well hole.
- **December 21, 2020 – December 31, 2020-** Municipal Well & Pump conducted inspections and testing on all well 4 components.
- **January 5, 2021-** Report consisting of all information found and pricing schedule for recommended corrections was submitted to the Village by Municipal Well & Pump.



December 31, 2020

Village of Gilberts
Mr. John Castillo, Utilities Superintendent
73 Industrial Drive
Gilberts, IL 60136

Re: Gilberts Well #4

Dear Mr. Castillo:

We have completed removal and inspection of the well pump #4 equipment in addition to televising of the well. The breakdown of the various component inspections are as follows:

300HP Byron Jackson Motor

The motor was disconnected from the bowl assembly on site. With the cable attached, the string megged 0 megohm with the DC voltage of the megger only getting to 300-volts. (It should get to 1,000-volts DC) The cable pigtail was removed from the motor and the motor megged 15-gigohms, however, the motor was seized and could not be rotated. The cable megged 1-megohm, without being attached to the motor.

It is an option to have the motor shipped to Sunstar and have the unit further inspected for repair or replacement. Pricing for this option will be shown. Other options will be the purchase of either a new motor or the purchase of a rebuilt unit. Pricing, in addition to delivery times will need to be reviewed and discussed.

Byron Jackson 13/12MQ Bowl Assembly

The bowl assembly was returned to our shop and disassembled for inspection. Upon disassembly, the bowl is found to be not rebuildable and must be replaced.

This unit has been rebuilt once before, but most importantly severe deterioration has started on the interior cast iron vanes and castings. Washing out of the cast iron in the wear ring area eliminates the feasibility of rebuilding the unit and a new bowl must be purchased. This deterioration is caused by "graphitization". Graphitization is a metallurgical term whereby the cast iron becomes soft. Cast iron, being made up mostly of iron and carbon, gets soft or graphitizes by the iron being leached out of the cast iron and you are basically left with carbon or graphite. When you scrape the cast iron, the carbon looks just like scraping pencil lead. The attached report shows the condition, with pictures.

A new bowl assembly will require about 2 to 3 weeks to build and test. The bowl assembly we are proposing is a Gould's 12CMC-14 stage bowl with Sub-adapter, stainless steel screen bronze bearings, 416-stainless steel wear rings, 316stainless steel impellers, stainless steel shaft, bolting. We have the parts in stock, but we require machining of the wear rings and testing of the motor and bowl.

This bowl is basically identical to the units installed in wells 5 and 6.

8-inch Column Pipe

The 8-inch schedule 40 column pipe is in fair to good condition. The steel pipe itself appears to be good, however, the threaded ends are starting to corrode and erode at the threads. This will require that the pipe ends be cut off and new threads machined on the ends. In addition, new couplings will be installed on the pipe and two new check valves also installed.

When we cut the ends off, a new piece of pipe will be provided to make up the cumulative length that was cut off. His length will be a little less due to the cable failure and the short piece of cable we cut off.

The coating on the exterior and interior is showing signs of failure and is in poor shape. It is imperative that the pipe be sand blasted and recoated to go along with the new threads and couplings. This process will take two to three weeks.

Submersible Cable

The submersible cable had shorted out at the surface near the pitless spool piece about five feet below the surface. We sent those pictures out in an earlier report. It is our opinion that this short occurred due to a lightning strike/power surge. In addition, the megger readings during removal were unacceptable and the megger could not get up to the required 1,000-volts for testing. This indicated a severe short or compromise in the cable/motor.

The exterior of the cable was in good shape, and megger readings were taken every 105-feet and continued to show a dead short.

Once at the surface, the motor pigtail was removed from the motor and the cable and pigtail megged 1-megohm at 1,000-volts. Better, but still far short from where we need to be. We then cut the cable above the splice, taking the splice and the motor pigtail out of the equation, the readings increased dramatically. With that done, the cable megged 2200-megohms at 1,000-volts.

The cable was tank tested at our shop to confirm the readings. This is where the cable is submerged under water with the cable ends exposed and meggered once again.

This was done and the readings were very acceptable at 16.2-gigohms, 12.4-gigohms and 18.5-gigohms. In addition, the cable will be turned "end for end".

Pitless adapter Spool Piece

The pitless spool piece will get new o-rings which is standard. In addition, we will install a new schedule 80 nipple into the pitless spool and have it coated along with the pipe.

Well Televising

Well Televising was performed on December 21, 2020. The static water level is 491-feet. The downward view had significant particles present. The side view was not as cloudy and clarity improved as we went deeper.

The well televising indicates the well is in excellent condition. The casing has some scale build-up, which is typical and can be removed with brushing. As can the sediment on the ledges of the open rock formation.

The total depth is at 1,315-feet, and drilled depth was reported to be 1,335-feet indicating about 20-feet of fill in the bottom of the well. This can be taken care of when the casing and formation are brushed clean. We will contain the fill material, which is typically rust, scale and some sand on site. Disposal to be by Village.

Motor Explanation with Options

There are options that are available with regard to the repair and/or replacement of the 300HP submersible motor.

Repair Existing Motor

Option one is repairing the existing motor. This is an expensive item due to the disposal of the mercury from the mercury seal. Mercury seals are no longer allowed by the Illinois EPA and must be disposed of properly. A new motor pigtail will also be required with this motor. This option requires a 7 to 8-week turnaround time.

Rebuilt 300HP Hitachi Motor

One of our suppliers has a reconditioned/rebuilt 300HP Hitachi motor on the shelf. This unit would come with a full one-year warranty.

New 300HP SME SS motor

Our supplier in Arizona has one 300HP submersible motor in stock. It is all stainless-steel construction. We prefer this option due to the stainless-steel construction and the unit is new. It too comes with a one-year warranty.

Rebuilt Byron Jackson by SME

SME can provide a rebuilt 300HP Byron Jackson motor with a full one-year warranty. Delivery of this unit would be 6 to 7 weeks after receipt of order.

Manufacturer	Horsepower	Turnaround Time	Price	
BJ/Sunstar	300	7 to 8 weeks	61,455.00	
Hitachi	300	Stock	53,725.00	
SME New SS	300	Stock	55,240.00	
SME Rebuilt BJ	300	6-7 weeks	38,528.00	

Any submittal information you might require can be provided. Complete operation and maintenance manuals will be provided at the end of the project.

After review, should you have any questions or comments, please do not hesitate to contact our office

Respectfully Submitted,
MUNICIPAL WELL & PUMP



Richard N Milaeger
Vice President

CC: Mr. Aaron Grosskopf, Public Works Director

Enclosure: Cost Breakdown



Pump / Motor Inspection Report

Job #	MD21-1026
Date	12/15/2020
Well #	4

Customer Information							
Customer:	Gilberts, Village of				Contact Name:	Castillo/Grosskopf	
Address:	87 Galligan Road				MWP Salesman	Dick	
City:	Gilberts	ST:	IL	ZIP:	60136	Completed By	Wesley Derksen
Phone #		Fax: #					

Pump Data							
Description of Equipment	300HP Submersible Well Pump						
Pump Setting (feet)	760	Type of Pump	Submersible				
Design Data	Capacity	1,000	GPM	@	931	TDH	@
					1740	RPM	

Motor Data							
Manufacturer Name:	BJ		Model:	34396114		Type (WPI, TEFC, SUB, Ver)	SUB
HP	300	RPM		Design	4 pole	Code	
Volts	460	Hertz	60	Phase	3	Amps	
Service Factor	1.1	Temp Rating		Bearings # (Upper / Lower)	Kingbury		
Serial Number	343961145618			Frame #	14H300-4		
Condition	Seized shaft. Megs 15 gig ohm		Ohm L1-L2		L1-L3		L2-L3

Right Angle Gear Data							
N/A							
Manufacturer Name:				Model:			Rot. Fig. (1, 2, 3)
Serial Number				HP			Tractor PTO
Steady Bearing Adapter ID			Overall Height			Base Diameter Upper	Base Diameter Lower
Base to Top of Drive Coupl				Condition			

Discharge Head							
Manufacturer Name:	Baker pitless		Model:	20"x18"		Material	
Discharge Diameter			Top Col Flange			Adj. Butt Flange	
Serial Number	New orings, blast and coat, replace sch 80nippi			Condition	Threads on sch 80 nipple po or		

Stuffing Box							
N/A							
Water Lube			Oil Lube			Bearing OD	Bearing ID
Threads per Inch	LH	RH		Packing Size		Grease Ports (Y/N)	
Packing Type	Teflon		Graph	Condition			

Column Pipe Data							
Length:	740'			_____ @ _____ Ft. _____ In.		Thickness	40
Material	Coated	Outside Diam	8.5	Threads per Inch		Thread Length	
Thread Condition	Getting thin		Pipe Condition	Recoat	End Face Condition	Qty 16 rethread.	
Comb Couplings	Yes <input type="radio"/> No <input checked="" type="radio"/>		Comments	All threaded ens need to be cut & threaded w/new couplings			

Column Coupling Data							
Type	Std. Steel <input checked="" type="radio"/> Comb Cplg <input type="radio"/>		Length			Outside Diam	
Material				Thread Condition			
Remarks				Coupling Condition			

Bearing Retainer Data							
N/A							
Shoulder Width			# of Spokes			Hub Length	Hub ID
Type: (Yes/No if it Applies)	Threaded	Drop-In		Combination Coup.			
Thread Condition				End Face Condition			
Bearing Retainer Condition				Remarks			

Bearing Data							
N/A							
Length			Style	Snap In	Lock Ring	Bearing ID	OD
Bearing Condition							

Pump / Motor Inspection Report (continued)

Job #	MD21-1026
Date	12/15/2020
Well #	4

Customer:	Gilberts, Village of
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Lineshaft Data		N/A								
Length:		@	Ft.	In.	@	Ft.	In.	@	Ft.	In.
Material		Diameter		Threads per Inch		Thread Length				
Thread Condition		Shaft Cond.		Staightness						
Motor Shaft	Material:	Length		Diameter		TPI		Thread L.		
Head Shaft	Material:	Length		Diameter		TPI		Thread L.		
Remarks										

Lineshaft Coupling Data		N/A					
Length		Outside Diameter		Material			
Thread Condition		End Face Condition					

Jump Coupling		N/A					
Location		Outside Diam		Threads/Inch	Upper	Lower	
Thread Condition		Coupling Condition		Diameter	Upper	Lower	

Shaft Sleeve Data		N/A					
Length		Outside Diameter		Inside Diameter		Material	
Remarks							

Bowl Assembly											
Manufacturer Name:	Byron Jackson	Model:	13 MQ	Stages	14	Outside Diameter	13				
Shaft Stick Up		Shaft Diam.	1 15/16	Thread / In		Impeller Type	Closed				
Bearing Type		Bearing O.D.		Bear I.D.		Length		Imp Mod#			
Discharge Nozzle Pipe Dia	8	Suction Nozzle Pipe Dia.		Discharge Nozzel Thread Type		Taper					
Oil Lube Stick Up (inches)		Tube Bearing Thread/In	L.H.	R.H.							
Serial Number	00-RN 1272										
Imp. Shaft Condition	Pitted and worn at bearing areas			Bowl Condition	Washed out cases, rebuilt once already.						
Thread Condition				Overall Remarks	Not rebuildable						

Suction Pipe											
Length		Diameter		Schedule:		Wall Thickness					
Thread Type	Butt 3/4 Taper	T.O.E.		T.B.E.							
Condition											

Strainer											
Length		Diameter		Material		Type	Cone	Basket			
Attach		Weld	Thread	Coupling		Condition					

Sub Discharge Elbow								Yes	No
Column Diameter		Elbow Diam.		Column Coupled directly below Plate?					
Plate Thickness		Plate Diam.		Junction Box coupled to Plate?					
No. of Lifting Eyes		Eye Diam.		Airline sealed with compression coupling?					
Vent Diameter		No. of Bolts		Elec. Wires seal with compression couplings?					
Bolt Diameter		Condition of Sub Dischg Elb							

Submersible Cable											
Size	500 MCM	Ground Wire	#6	Wire Material	Copper						
Stranded or Solid	Stranded	Wire Type	Rd	Par	Fit	Jk	Insulation Type				
Meg Ohm Reading		Condition	1.0 meg ohm with flat jacket. 2200 meg no splice.								

Overall Comments
 740' 8" pipe. Cut and rethread both ends. Couplings are washed in the centers of couplings. Best to cut and thread both ends, replace qty 2 check valves. 300 hp Byron Jackson motor seized, mercury is contained in the seal section. Blast and recoat pitless spool nipple is good. No set screws in couplings. Cable megs .3 ohm with motor won't build past 300 volts. Cable megs 1.0 meg with flat cable removed from motor. builds to 1,000 volts. Cut off splice just megging cable alone in air. Megs 2200 meg ohm. 1000 volts. 8" Schedule 80 half nipple in pitless spool needs replacement.

1. Splice



2. Splice intact



3. Cable guard intact



4. Cable guarded properly



5. Oil can turned



6. No mercury found



Project Name Gilberts Well #4

Job # MD21-1026

Well # 4

1. Pitting on shaft



2. Wear on shaft



3. Bowl washed at wear ring critical area



4. Vanes very poor and soft



5. Undercut on suction case



6. Cut adapter case due to motor seizure.





Column Pipe Removal Sheet with Megger Readings

Job #	MD21-1026
Completed by:	Wesley Derksen
Well #	4

Project Name	Gilberts Well #4	Date	12/18/2020
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Customer Information					
Customer:	Gilberts, Village of				
Address:	87 Galligan Road				
City:	Gilberts	ST:	IL	ZIP:	60136
Phone #		Fax: #			
Contact	John Castillo & Aaron Grosskopf	MWP Salesman	Dick		

Pump Setting:	740
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JOINT #	Length	Megger Reading	JOINT #	Length	Megger Reading	JOINT #	Length	Megger Reading
1	9'11"		25	21		49		
2	21		26	21		50		
3	21		27	21		51		
4	21		28	20'9"		52		
5	21		29	21		53		
6	X 21		30	20'11"		54		
7	21		31	20'8"		55		
8	21		32	21'		56		
9	20'8"		33	20'		57		
10	21		34	21		58		
11	20'4"		35	21		59		
12	20'9"		36	21		60		
13	21'		37			61		
14	21'		38			62		
15	21'		39			63		
16	20'9"		40			64		
17	21		41			65		
18	20'6"		42			66		
19	20'8"		43			67		
20	X 20'11"		44			68		
21	20'10"		45			69		
22	21		46			70		
23	21		47			71		
24	21		48			72		

Megger Readings taken in:	GigOhms	Directions:	(1) Check Valve location is denoted by " X " (2) Enter "-" for Infinity
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Job Notes: Megger 1000 volt, can't build past 300 volts. Removed flat cable off motor. Motor megger 15 gig. Motor seized. Cable megs 1.0 meg ohm no motor. 740' pipe with 10' bury pitless



Well Pump Field High Potential Test

Customer: Village of Gilberts **Date:** December 28, 2020 **Job No.:** MD21-1026

Well No.: 4 **Location:** CABLE TANK TESTED AT MWP FACILITY

Well Pump Description: 300HP Byron Jackson set to 760-ft. on 8" column

Cable Description: 500MCM jacketed, Round

Installer: Municipal Well & Pump on March 20, 2014

Test Voltage: 1,000-volts DC **Test Time:** Ten (10) minutes **Ramp Test:** Yes ~~X~~No

Test Location: In-Situ **Weather:** Shop **Temperature:** 18-degrees F

Humidity: 73% **Test Equipment:** FLUKE 1550B Digital MegOhmMeter

Test Engineer: Matt Martinez **Time:** Afternoon

READINGS WITH VOLTAGE CONSTANT

TIME IN MIN.	LEG H1	LEG H2	LEG H3
10-min.	16.2-Gig-ohms	12.4-Gig-ohms	18.5-Gig-ohms

Comments:

Test was done due to unacceptable meg readings prior to and during removal. The cable eventually tested good once the motor pigtail and splice was cut off. We were also concerned because cable shorted out to the well casing at the surface. Whereas we cannot make ANY guarantees as to the cables warranty, all test readings indicate acceptable data.

Signature: *Dick Milaeger*

FLUKE 155C V1.3

Reading	Test Tag	Results			Test Duration	Calculated Results		
		Ohms	V DC	A DC		Capacitance	PI	DAR
1	CAM1	16.2 GOhm	1034 V DC	64.0 nA DC	0:10:00	0.15 μ F	3.49	1.56
2	CAM2	12.4 GOhm	1034 V DC	83.1 nA DC	0:10:00	0.15 μ F	2.87	1.5
3	CAM3	18.5 GOhm	1034 V DC	55.8 nA DC	0:10:00	0.15 μ F	3.59	1.67

Test Conditions

Voltage	Ramp
1000	Off
1000	Off
1000	Off

Test

Time Limit	Ended By
0:10:00	Time limit
0:10:00	Time limit
0:10:00	Time limit



Well Televising Report

Job #	MD21-1026
Completed by	Stelsel, Andy
Date	12/22/2020

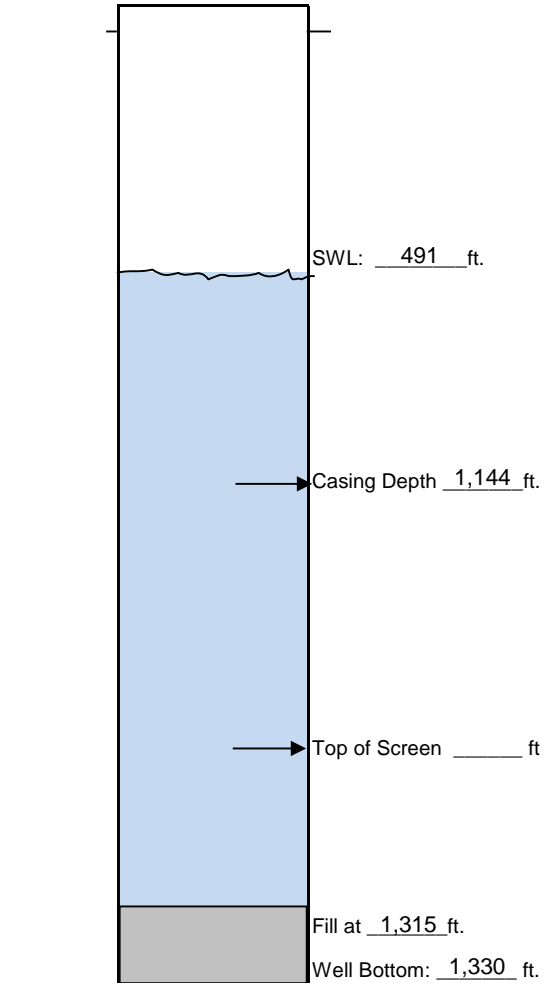
Project Name	Gilberts Well #4
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Customer Information					
Customer:	Gilberts, Village of				
Address:	87 Galligan Road				
City:	Gilberts	ST:	IL	ZIP:	60136
Phone #		Fax: #			
Contact	Castillo/Grosskopf	MWP Salesman	Dick		

Well #
4

Well Information			
Casing Size	18"	Liner Size	
Original Depth	1,330	Current Depth	1,330
Bottom of Casing	1,144	SWL	491

Well Diagram



Results
<p>Thick oil at static level. Well appears to be crooked in open hole. Oil particles in fill at the bottom of the well. Casing has much loose scale on it. Deposits are sitting on all ledges in the open hole.</p>

Recommendations
<p>Bail oil. Brush casing. Treat open hole. Bail fill.</p>

Form Revised: 6/06/2018

Please note for item #1 this is a contractor typo and the motor will be new. This was confirmed with Municipal Well & Pump.



Project Proposal

Re: Gilbert's Well #4 Repair Proposal

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Rebuilt 300HP SME SS Motor, 3/460-V, 1800rpm	1	each	\$ 55,240.00	\$ 55,240.00
2	New Submersible bowl assembly, 1,000GPM w/Test	1	each	33,070.00	33,070.00
3	Motor/Bowl adaption	1	each	3,970.00	3,970.00
4	Estimated freight	1	Est.	4,570.00	4,570.00
5	Pick-up column pipe for machining	12	Hours	470.00	5,640.00
6	Machine pipe ends and thread same	72	ends	96.00	6,912.00
7	34-8-inch couplings	34	each	176.00	5,984.00
8	2-8-inch check valves	2	each	1,995.00	3,990.00
9	8-inch Sch. 80 nipple for pitless	1	each	760.00	760.00
10	Sand Blast & Coat 8-inch pipe	740	feet	41.00	30,340.00
11	Deliver column pipe to site	12	Hours	470.00	5,640.00
12	Mobilization	1	Lsum	4,660.00	4,660.00
13	Brush well casing & Bore Hole/Bail	20	Hours	470.00	9,400.00
14	Install Well Pump	40	Hours	470.00	18,800.00
15	Start-up, Testing and Sampling	12	Hours	470.00	5,640.00
16	Demobilization	1	Lsum	3,230.00	3,230.00
17	Mercury Remediation (Old motor)	1	Lsum	10,180.00	10,180.00
18				-	-
19	SME Motor is currently available.			-	-
20	Bowl parts are currently in stock			-	-
21				-	-
22	Mercury remediation has to be done whether			-	-
23	motor is repaired or not.			-	-
24				-	-
25				-	-
26				-	-
27				-	-
28				-	-
29				-	-
30				-	-
31				-	-
32				-	-
33				-	-
34				-	-
35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
Total Project Proposal					\$ 208,026.00

Dated: January 5, 2021

By:

Dick Milaeger

Dick Milaeger
Vice President Sales
Municipal Well & Pump

Please note for item #1 this is a contractor typo and the motor will be new. The Village has confirmed this with Municipal Well & Pump.



Project Proposal

Re: Gilbert's Well #4 Repair Proposal-Opt. B

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Rebuilt 300HP SME SS Motor, 3/460-V, 1800rpm	1	each	\$ 55,240.00	\$ 55,240.00
2	New Submersible bowl assembly, 1,000GPM w/Test	1	each	33,070.00	33,070.00
3	Motor/Bowl adaption	1	each	3,970.00	3,970.00
4	Estimated freight	1	Est.	4,570.00	4,570.00
5	2-8-inch check valves	2	each	1,995.00	3,990.00
6	Mobilization	1	Lsum	4,660.00	4,660.00
7	Brush well casing & Bore Hole/Bail	10	Hours	470.00	4,700.00
8	Install Well Pump	40	Hours	470.00	18,800.00
9	Start-up, Testing and Sampling	12	Hours	470.00	5,640.00
10	Demobilization	1	Lsum	3,230.00	3,230.00
11	Mercury Remediation (Old motor)	1	Lsum	10,180.00	10,180.00
12	New Pipe piece in pitless adapter	1	Lsum	1,520.00	1,520.00
13	SME Motor is currently available.				-
14	Bowl parts are currently in stock				-
15					-
16	Mercury remediation has to be done whether			-	-
17	motor is repaired or not.				-
18				-	-
19				-	-
20				-	-
21				-	-
22				-	-
23				-	-
24				-	-
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37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
Total Project Proposal					\$ 149,570.00

Dated: January 7, 2021

By:

Dick Milaeger

Dick Milaeger
Vice President Sales
Municipal Well & Pump

VILLAGE OF GILBERTS

RESOLUTION 03-2021

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH MUNICIPAL WELL AND PUMP FOR REPAIR SERVICES AT WELL 4 IN AN AMOUNT NOT TO EXCEED \$150,000

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a water treatment system, including two deep water wells; and

WHEREAS, the Well 4 motor exhibited high amperage readings which could lead to problems in the Village’s water treatment system; and

WHEREAS, in order to fully assess and diagnose the cause of the high amperage readings, Municipal Well and Pump pulled and inspected the motor on an expedited basis; and

WHEREAS, the Municipal Well and Pump has provided an inspection report and repair options for the Village to consider;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

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

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Municipal Well and Pump to conduct repairs consistent with Option 2 as outlined in Attachment A, in an amount not-to-exceed \$150,000.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreement between the Village and Municipal Well and Pump for motor inspection services they are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2021.

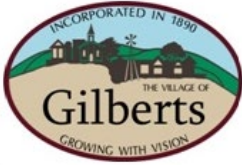
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Kurt Kojzarek	_____	_____	_____	_____
Trustee Nancy Farrell	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Guy Zambetti	_____	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2021

Village President, Rick Zirk

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: Village President and Board of Trustees
From: Brian Bourdeau, Village Administrator
Date: January 12, 2021 Special Village Board Meeting
Re: Item 5.A: Presentation and Discussion of a Proposed Amendment to the General Contractor Agreement for Village-Related Improvements to the Village's Water Treatment Plant

At the June 18, 2019 Village Board meeting, the Village Board approved a General Contractor Agreement for Village related improvements to the Village's Water Treatment Plant. By way of background, as part of the expansion of the Village's water supply, Gilberts Development LLC is funding certain improvements to the water treatment plant. As part of this expansion, the Village desires to construct certain Village-related improvements including:

- A) A 24 x 56 foot dumpster storage room;
- B) An epoxy coated Tremec flooring system for the backwash treatment room and dumpster storage room; and
- C) Three variable frequency drives on the two existing and one new high service pump.

The original agreement called for a single lump-sum payment once all Village-related improvements were complete and accepted by the Village. The proposed amendment, would modify the payment terms to allow the contractor to make applications for payment as the project progresses as outlined below:

A. Applications for Payment. At least ten days before the end of each month, the Contractor shall submit to the Village an itemized Application for Payment for Work completed in accordance with this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Village may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers, and certified payrolls evidence the payment of prevailing wages. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Village, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

B. Contractor Representations. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Village no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Village shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Village's interests.

January 12, 2021 Special Village Board Meeting - 2
Amendment to the General Contractor Agreement for Village Related Improvements

C. *Certificates for Payment. The Village will, within thirty days after receipt of the Contractor's Application for Payment, issue a certification that either (1) the Contractor should be paid in full; (2) the Contract should be paid an amount the Village determines is properly due, and notify the Contractor and in writing of the Village's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Village's reason for withholding certification in whole.*

D. *Progress Payments. After the Village has issued a Certificate for Payment, the Village shall make payment in the manner provided for under the Illinois Local Government Prompt Payment Act. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Village, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Village shall not have responsibility for payments to a subcontractor or supplier.*

E. *No Acceptance of Work. Certificates for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Village shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.*

F. *Retainage. Until completion of the Work, the Village shall pay 90 percent of the amount due the Contractor on account of progress payments.*

Gilberts Developments LLC has commenced work on the Water Treatment Plant and this amendment to the agreement is recommended to provide for progress payments for work Village-related improvement, as opposed to a final lump sum. Please note, the Village will maintain a 10% retainage on all progress payments until work is complete. Should the Board concur with the proposed amendment, staff will obtain the concurrence of the contractor and schedule the amendment for Village Board approval.

Attachments

- A) Proposed Amendment to the General Contractor Agreement
- B) Original Agreement dated June 18, 2019

THIS FIRST AMENDMENT TO THE GENERAL CONTRACTOR AGREEMENT FOR VILLAGE-RELATED IMPROVEMENTS TO THE VILLAGE'S WATER TREATMENT PLANT ("Amendment") is made this ___ day of _____, 2021, by and between the **Village of Gilberts**, an Illinois municipal corporation ("*Village*") and **Gilberts Development, LLC**, an Illinois limited liability company ("*Contractor*").

WHEREAS, the Village and Contractor previously entered into that General Contractor Agreement for Village-Related Improvements to the Village's Water Treatment Plant dated June 18, 2019 ("*Contract*"); and

WHEREAS, the Village and the Contractor desire to amend the terms of the Contract to allow for progress payments to the Contractor based on completed portions of the Work.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged by both Parties, the Parties hereto do promise and agree, as follows:

SECTION 1. Recitals. The foregoing recitals shall be, and are hereby, incorporated into and made a part of this Amendment as if fully set forth in this Section 1.

SECTION 2. Amendment to Section 4 of the Contract. Section 4 of the Contract is hereby deleted and replaced in its entirety with the following:

"4. Payments.

- A. Applications for Payment. At least ten days before the end of each month, the Contractor shall submit to the Village an itemized Application for Payment for Work completed in accordance with this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Village may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers, and certified payrolls evidence the payment of prevailing wages. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Village, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.
- B. Contractor Representations. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Village no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Village shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Village's interests.
- C. Certificates for Payment. The Village will, within thirty days after receipt of the

Contractor's Application for Payment, issue a certification that either (1) the Contractor should be paid in full; (2) the Contract should be paid an amount the Village determines is properly due, and notify the Contractor and in writing of the Village's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor of the Village's reason for withholding certification in whole.

- D. Progress Payments. After the Village has issued a Certificate for Payment, the Village shall make payment in the manner provided for under the Illinois Local Government Prompt Payment Act. The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Village, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Village shall not have responsibility for payments to a subcontractor or supplier.
- E. No Acceptance of Work. Certificates for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Village shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
- F. Retainage. Until completion of the Work, the Village shall pay 90 percent of the amount due the Contractor on account of progress payments.
- G. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by the Village, Contractor shall notify the Village and request a final inspection ("**Notice of Completion**"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Agreement or the Project Documents. ("**Punch List Work**").
- H. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of the Village in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents. Upon receipt of Contractor's Notice of Completion, the Village shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, the Village shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("**Final Acceptance**").
- I. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to the Village a properly completed final Pay Request ("**Final Pay Request**"). The Final Pay Request shall include (i) Contractor's certification of the value of, and final waivers of lien covering, all Work for which payment is then requested, including from all subcontractors performing any of the Work; (ii) copies of the certified payrolls for the Work evidencing payment of prevailing

wages as required by this Agreement by Contractor and all subcontractors. The Village will pay to Contractor the remainder of the Contract Sum and the retainage, after deducting therefrom all charges against Contractor as provided for in this Agreement and the Project Documents and progress payments made to the Contractor. (“**Final Payment**”). Final Payment shall be made not later than 60 days after the Village approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of the Village arising out of, relating to, or in connection with the Work.”

SECTION 3. Continued Effect. Except as expressly modified by this Amendment, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, THE PARTIES have executed this Amendment this _____ day of _____, 2021.

GILBERTS DEVELOPMENT LLC

By: _____

Its: _____

VILLAGE OF GILBERTS

Village President

Village Clerk

VILLAGE OF GILBERTS

GENERAL CONTRACTOR AGREEMENT FOR VILLAGE-RELATED IMPROVEMENTS TO THE VILLAGE'S WATER TREATMENT PLANT

THIS AGREEMENT is entered into by and between **Gilberts Development, LLC**, an Illinois limited liability company ("**Contractor**") and the **Village of Gilberts**, an Illinois municipal corporation ("**Village**").

WHEREAS, Contractor is the developer of the Conservancy Development, which development is subject to the provisions of an Annexation Agreement, as amended, as well as various zoning approvals; and

WHEREAS, the Annexation Agreement, as amended, requires Contractor to construct and complete, at Contractor's sole cost, certain improvements to the Village's Water Treatment Plant located at 320 Raymond Road, Gilberts, Illinois in order to expand the capacity of the Water Treatment Plant, among other improvements; and

WHEREAS, the Village desires to construct certain Village-related improvements to the Water Treatment Plant and has determined that it would be efficient and cost-effective for the Village to have those improvements constructed at the same time as the Contractor's expansion project; and

WHEREAS, the parties have agreed to coordinate the construction of the Contractor's expansion project and the Village-related improvements, and the Contractor has agreed to contract with the Village to complete the Village-related improvements in connection with the Contractor's expansion project; and

WHEREAS, specifically, Contractor has agreed to provide and construct (1) a 24 x 56 foot dumpster storage room; (2) three variable frequency drives on the two existing and one new high service pumps; and (3) an epoxy coated Tremec flooring system for the backwash treatment room and dumpster storage room of the Village's Water Treatment Plant (collectively, the "**Work**") as more fully set forth in the Village of Gilberts Water Treatment Plan Expansion Project Manual, plans, and drawings, prepared by Lintech Engineering Inc., (collectively the "**Project Documents**"), which are attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, Contractor intends to contract with subcontractors and material suppliers to perform the Work; and

WHEREAS, the Project Documents and this Agreement comprise the terms of the engagement of the Contractor by the Village and are hereby incorporated into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the Parties agree as follows:

1. **Commencement and Completion Dates.** Contractor shall commence the Work and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Agreement. The Work must be completed, and the Contractor must provide a Notice of Completion as set forth in Section 5 of this Agreement, no later than May 31, 2020 (“**Completion Date**”). The time of commencement, rate of progress, and time of completion are referred to in this Agreement as the “**Contract Time.**”
2. **Contract Price.** The Village shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Agreement, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, a not-to-exceed amount of **\$513,500.00** (the “**Contract Price**”). In no event will Contractor be entitled to any additional compensation or payments for the providing, performing, and completing the Work above or beyond the Contract Price. The Contract Price includes the cost of all surety bonds required of Contractor.
3. **Taxes and Benefits.** The Village is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.
4. **Final Acceptance and Payment.**
 - A. **Notice of Completion.** When the Work has been completed and is ready in all respects for acceptance by the Village, Contractor shall notify the Village and request a final inspection (“**Notice of Completion**”). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Agreement or the Project Documents. (“**Punch List Work**”).
 - B. **Punch List and Final Acceptance.** The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of the Village in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents. Upon receipt of Contractor's Notice of Completion, the Village shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, the Village shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the

Work ("*Final Acceptance*").

- C. **Payment.** As soon as practicable after Final Acceptance, Contractor shall submit to the Village a properly completed final Pay Request ("*Final Pay Request*"). The Final Pay Request shall include (i) Contractor's certification of the value of, and final waivers of lien covering, all Work for which payment is then requested, including from all subcontractors performing any of the Work; (ii) copies of the certified payrolls for the Work evidencing payment of prevailing wages as required by this Agreement by Contractor and all subcontractors. The Village will pay to Contractor the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Agreement and the Project Documents ("*Final Payment*"). Contractor will not be entitled to any progress payments. Final Payment shall be made not later than 60 days after the Village approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of the Village of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of the Village arising out of, relating to, or in connection with the Work.
5. **Technical Ability to Perform.** Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents.
6. **Financial Ability to Perform.** Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents.
7. **Time.** Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work
8. **Changes.** The Village shall have the right, by written order executed by The Village, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("*Change Order*"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim

for damages, anticipated profits, or other compensation.

9. Delays

- A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.
- B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by the Village or any other party and whether avoidable or unavoidable.

10. Warranty of Work

- A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Agreement and the Project Documents; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Agreement and the Project Documents. The warranty herein expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.
- B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may be prescribed by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Agreement or the Project Documents.
- C. Subcontractor and Supplier Warranties. Whenever a subcontractor or supplier is required to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to the Village and assigning said warranty or guaranty to the Village. Acceptance of any assigned warranties or guaranties by the Village shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Agreement.

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

11. Liens

- A. Title. Nothing in this Agreement or the Project Documents shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Agreement or the Project Documents after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of The Village, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Agreement.
- B. Waivers of Lien. Contractor shall, from time to time at the Village's request and in any event prior to Final Payment, furnish to the Village such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of the Village, that no lien against the Work or the public funds held by the Village exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Agreement ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.
- C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, the Village shall have the right to retain from any money payable hereunder an amount that the Village, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.
- D. Protection of The Village Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the any bonds required by this Agreement, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. The Village's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and the Village shall have no obligation to apply such funds to such removal but may, nevertheless, do so where the Village's interests would thereby be served.

12. Deductions

- A. The Village's Right to Withhold. Notwithstanding any other provision of this Agreement or the Project Documents, and without prejudice to any of the Village's other rights or remedies, the Village shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Agreement or the Project Documents; (3) state or local sales, use, or excise taxes from which the Village is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Agreement; or (10) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in Section 14 of this Agreement.
- B. Use of Withheld Funds. The Village shall be entitled to retain any and all amounts withheld pursuant to Section until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due Contractor under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by the Village and chargeable to Contractor under this Agreement.

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

- A. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the

Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Agreement and the Project Documents.

- B.** The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph A above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.
- C.** The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
- D.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
- E.** The Village may, without terminating this Agreement, terminate Contractor's rights under this Agreement and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
- F.** Upon any termination of this Agreement or of Contractor's rights under this Agreement, and at the Village's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to the Village without any further action being required, but the Village shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.
- G.** The Village may withhold from Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default.
- H.** The Village may recover any damages suffered by the Village.
- I.** If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Agreement and the Project Documents, within the Contract Time as such time may be extended by Change Order, then the Village may invoke its remedies under this Section 14 or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the

Completion Date, as well as any additional damages caused by such delay.

- J. Any termination or suspension of Contractor's rights under this Agreement t for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the Village.

14. **Compliance with Laws.** Contractor will comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations. By signing this Agreement, Contractor certified that it is in compliance with all laws applicable to this Agreement.
15. **Indemnification.** Contractor will, to the fullest extent permitted by law, to waive any and all rights of contribution against the Village and to indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. The Contractor shall similarly, protect, indemnify and hold and save harmless, the Village, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of any provisions of this Agreement.. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.
16. **Insurance.** Contractor will keep in force, to the satisfaction of the Village, at all times during the performance of the Work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

- A. Workers' Compensation:
 - 1. State: Statutory
 - 2. Applicable Federal (e.g., Longshoremen's): Statutory
 - 3. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee

- B. Commercial General Liability:
 - 1. \$2,000,000.00 General Aggregate
 - 2. \$1,000,000.00 Products Completed Operations Aggregate
 - 3. \$1,000,000.00 Personal and Advertising Injury
 - 4. \$1,000,000.00 Each Occurrence
 - 5. \$ 50,000.00 Fire Damage (any one fire)
 - 6. \$ 5,000.00 Medical Expense (any one person)

- C. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - 1. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - 2. Property Damage:
 - \$1,000,000.00 Per Occurrence

- D. Umbrella Excess Liability:
 - \$2,000,000.00 over Primary Insurance

17. **Proof of Insurance.** Contractor will have all policies of insurance purchased or maintained in fulfillment hereof name of the Village of Gilberts as an additional insured thereunder and the Contractor shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the addition of the Village as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of the Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof. Nothing contained in the insurance requirements of this Agreement or the Project Documents is to be construed as limiting the liability of the Contractor, the liability of any Subcontractor or any tier or either of their respective insurance carriers. All the insurance required of the Contractor shall state that the coverage afforded to

the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the "additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

The Village will have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Village.

Contractor will cause each subcontractor employed by Contractor to purchase and maintain insurance of the types specified above. When requested by the Village, Contractor will furnish copies of certificates of insurance evidence coverage for each subcontractor.

All certificates of insurance will provide for 30 days written notice to the Village prior to the cancellation or material change of any insurance referred to herein.

18. **Prevailing Wages.** Contractor will pay and require every Subcontractor to pay prevailing wages, as required under the Prevailing Wage Act and as established by the Illinois Department of Labor for each craft or type of work needed to complete the Work in accordance with 820 ILCS 130/.01 *et seq.* Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Village. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Village as required by Statute. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. The Department revises the prevailing wage rates and the Contractor/ subcontractor has an obligation to check the Department's web site for revisions.
19. **Bond Requirements.** Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the faithful performance of the obligations of this Agreement and the Project Documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Agreement Sum as security for the payment of all persons performing labor and furnishing

materials in connection with the Work and compliance with all applicable law, including the Prevailing Wage Act to the extent it applies. Such bonds shall be on standard AIA Documents, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The cost of the bonds is to be included in the Contract Sum. The Performance Bond and Labor and Material Payment Bond will become a part of this Agreement. The failure of Contractor to supply the required Bonds within ten (10) days after the execution of this Agreement or within such extended period as the Village may grant if the forms do not meet its approval shall constitute a default.

20. **Termination.** The Village may terminate this Agreement for cause upon 24 hours written notice of breach to Contractor and for convenience and without cause upon not less than seven days' written notice to Contractor. In the event of termination for other than cause, Contractor shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with reimbursable expenses then due.
21. **Compliance with FOIA.** Contractor agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.
22. **Binding Effect.** This Agreement shall be binding upon the Village and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.
23. **Relationship of the Parties.** Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the Village and Contractor or (2) to create any relationship between the Village and any subcontractor or supplier of Contractor.
24. **No Collusion/Prohibited Interests.** Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without

collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void. Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

25. **Assignment**. Contractor shall not (1) assign this Agreement in whole or in part, (2) assign any of Contractor's rights or obligations under this Agreement, or (3) assign any payment due or to become due under this Agreement without the prior express written approval of the Village, which approval may be withheld in the sole and unfettered discretion of the Village. The Village may assign this Agreement, in whole or in part, or any or all of its rights or obligations under this Agreement, without the consent of Contractor.
26. **No Waiver**. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by the Village, nor any order by the Village for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by the Village, nor any extension of time granted by the Village, nor any delay by the Village in exercising any right under this Agreement, nor any other act or omission of the Village shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Agreement; or of any remedy, power, or right of the Village.
27. **No Third Party Beneficiaries**. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than Contractor shall be made or be valid against the Village.
28. **Notices**. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Village of Gilberts
87 Galligan Road
Gilberts, Illinois
Attention: Village Administrator

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

Troy Mertz
Gilberts Development LLC
340 W. Butterfield Road
Unit 2D
Elmhurst, IL 60126
(847) 774-9435

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, the Village and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

29. **Governing Laws.** This Agreement and the rights of the Village and Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue for any dispute relating to this Agreement will be in the Circuit Courts of Kane County, Illinois.
30. **Changes in Laws.** Unless otherwise explicitly provided in this Agreement, any reference to laws shall include such laws as they may be amended or modified from time to time.
31. **Severability.** The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement shall be in any way affected thereby.
32. **Entire Agreement; Conflict.** This Agreement and the Project Documents set forth the entire agreement of the Village and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings

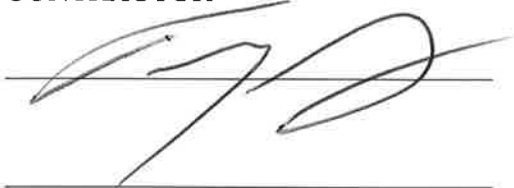
or agreements, oral or written, between the Village and Contractor with respect to the Work and the compensation therefore. In the event of any conflict between the terms and conditions of this Agreement and the Project Documents, the most stringent and demanding requirements as applied to the Contractor shall control.

33. **Amendments**. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed and delivered by the Village and Contractor.

[signature page follows]

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this
18 day of June, 2019.

CONTRACTOR



Name

Title

VILLAGE OF GILBERTS



Village President



Village Clerk

EXHIBIT A
Project Documents