Ordinance No. 2024- 4451

ORDINANCE AUTHORIZING AND APPROVING AN AWARD OF CONTRACT TO HAWKINS, INC. FOR THE PURCHASE AND DELIVERY OF CHLORINE GAS 150 LB. CYLINDERS FOR THE CONTRACT YEARS 2025, 2026, AND 2027

WHEREAS, in 2023, the Village of Barrington (hereinafter sometimes referred to as the "Village"), Cook and Lake Counties, Illinois solicited sealed price proposals for one (1) contract for the purchase and delivery of chlorine gas 150 pound cylinders for the contract years 2024, 2025, 2026, and 2027, and the only conforming bid proposal was received from Hawkins, Inc. whose principal office is at 2381 Rosegate, Roseville, Minnesota 55113 and whose local office address is 2450 Homer Avenue, University Park, IL 60484 ("Hawkins, Inc."); and

WHEREAS, in 2023, the Corporate Authorities of the Village determined that the proposal received from Hawkins, Inc. (hereinafter sometimes referred to as the "Contractor") for the purchase and delivery to the Village of chlorine gas 150 pound cylinders (the "Hawkins Bid Proposal") was in substantial compliance with the Village's request for proposals and the respective contract terms and conditions and awarded a one (1) year contract for the calendar year 2024 to Hawkins, Inc.; and

WHEREAS, the Corporate Authorities of the Village have been satisfied with the services provided by Hawkins, Inc. and now wish to approve and enter into an agreement with and award a contract to Hawkins, Inc. for the purchase and delivery to the Village of chlorine gas 150 pound cylinders for the 2025, 2026 and 2027 contract years, pursuant to an Agreement with Hawkins, Inc. in substantially the form attached hereto as part of Group Exhibit A and thereby made a part hereof (collectively, the Hawkins Bid Proposal and the 2024 Agreement are referred to herein as the "Contract Documents"):

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Barrington, Cook and Lake Counties, Illinois, in exercise of the authority of this Village as a Home Rule unit, as follows:

SECTION 1: The Corporate Authorities of the Village find that the facts set forth in the preamble to this Ordinance are true and correct and the same are hereby incorporated herein by reference as the findings of fact of the Corporate Authorities.

SECTION 2: The Corporate Authorities of the Village hereby approve and accept the aforesaid Hawkins Bid Proposal received from Hawkins, Inc. of Roseville, Minnesota (the "Contractor") for the purchase and delivery to the Village of chlorine gas 150 pound cylinders for the 2025, 2026 and 2027 contract years beginning January 1, 2025 and ending December 31, 2027, the cost of which shall be in the not-to-exceed amounts as specified in the Hawkins Bid Proposal as follows: $250.00 per tank for contract year 2025; $265.00 per tank for contract year 2026; and $270.00 per tank for contract year 2027, and hereby award a contract therefor for contract years 2025, 2026, and 2027 to Hawkins, Inc. pursuant to and consistent with the terms, conditions, and

specifications set forth in the Village's 2023 Request and Invitation for Bid Proposals, this Ordinance and the following Contract Documents:

Exhibit A-1: Hawkins Bid Proposals for contract years 2025, 2026, and 2027; and
Exhibit A-2: Agreement Between the Village of Barrington and Hawkins, Inc. for contract years 2025, 2026, and 2027

which Contract Documents shall be in substantially the form attached hereto as Group Exhibit A and thereby made a part hereof (collectively referred to herein as the "Contract" or the "Contract Documents").

SECTION 3: The Village President, or her designee, is hereby authorized to execute and the Village Clerk is hereby authorized and directed to attest and to deliver to Hawkins, Inc. the executed Contract Documents in accordance with the provisions of this Ordinance, the Hawkins 2025, 2026, and 2027 Bid Proposals, and the related Agreement, which are attached hereto as Group Exhibit A and thereby made a part hereof, and to do all things necessary and essential including the execution and delivery of any other documents and certificates to implement the Contract herein authorized.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED THIS 28 DAY OF October, 2024, BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Morandini President Darch

NAYS NONE

ABSENT Trustee Prigge

ABSTAIN NONE

APPROVED THIS 28 DAY OF October, 2024

Karen Y Darch

Karen Darch, Village President

ATTESTED AND FILED THIS
28 DAY OF October, 2024

Tony Ciganek

Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

Exhibit A-1: Hawkins Bid Proposals for contract years 2025, 2026, and 2027; and
Exhibit A-2: Agreement Between the Village of Barrington and Hawkins, Inc. for contract years 2025, 2026, and 2027

VILLAGE OF BARRINGTON

CONTRACT WITH HAWKINS, INC. FOR THE SALE AND DELIVERY TO THE VILLAGE OF BARRINGTON OF CHLORINE GAS 150 LB. CYLINDERS FOR THE CONTRACT YEARS 2025, 2026, AND 2027

AGREEMENT
(Document D)

This Agreement (hereinafter, the "Agreement" or the "Contract") is made and entered into this 28 day of October, 2024, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as the "Village") and HAWKINS, INC., whose principal office is at 2381 Rosegate, Roseville, MN 55113 and whose local office is at 2450 Homer Avenue, University Park, IL 60484 (hereinafter referred to as the "Contractor") to furnish and deliver to the Village the chlorine gas 150 lb. cylinders which are the subject of the Contract Documents (the "Work") as well as all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work (hereinafter referred to as the "Project", the "Work", or the "Services") in a workmanlike manner in compliance with the Contract Documents for the Project and pursuant to the Contract Prices as set forth in the Contractor's Bid Proposal dated August 31, 2023 (sometimes referred to as the "Contractor's Bid Proposal") relative to the Project, a copy of which Contractor's Bid Proposal is attached hereto and thereby made a part hereof, and in return, the Village agrees to pay the Contractor at the prices set forth in the Contractor's Bid Proposal and any Addenda issued by the Village relative to the Project. Wherever in the Contract Documents the term "work" or "services" is used, it shall be construed to mean all phases required to commence and complete the proposed Work on the Project in a timely manner, including but not limited to furnishing certain incidental material(s) and supplies as set forth in the Contract Documents, and all supplies, tools, equipment, labor, and supervisions, in order to facilitate the timely commencement and completion of the Project in a workmanlike manner and perform such other services necessary to complete the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Contractor agrees to and shall timely perform, fully complete, and provide all of the Work in accordance with and as identified in the Contract Documents. The Contract shall be for a term of three (3) calendar years as follows: January 1, 2025 through December 31, 2025; January 1, 2026 through December 31, 2026; and January 1, 2027 through December 31, 2027, all pursuant to the approval by Ordinance of the Village Board. However, this Agreement may be cancelled at the election of the Village upon written notice to the Contractor of said party's intention to do so, which notice shall be given not less than ninety (90) days prior to the expiration of the then current Contract term and shall comply with the Project Specifications which are part of the Contract Documents.

2. CONTRACT PRICES: Pursuant to and as set forth in the Contractor's Bid Proposal dated August 31, 2023 which the Contractor submitted to the Village, the Contractor agrees to accept and the Village agrees to pay the Contractor the following amounts for each respective contract year:

   (a) For Contract Year January 1, 2025 through December 31, 2025: $250.00 per tank;
   (b) For Contract Year January 1, 2026 through December 31, 2026: $265.00 per tank; and
   (c) For Contract Year January 1, 2027 through December 31, 2027: $270.00 per tank.

3. Each calendar year, i.e., 2025, 2026, and 2027, the Contractor agrees to and shall provide the Village with a completed and current Certificate of Insurance, Delinquent Tax Affidavit Form, and Performance and Payment Bond prior to commencement of any work pursuant to the Agreement.

4. The Contractor agrees to comply with all local, State & Federal laws concerning the work and the quality of the environment.

5. The Contractor agrees to hold the Village of Barrington, its elected and appointed officials, officers, employees, and agents, harmless from and protect and defend the Village, its elected and appointed officials, officers, employees, and agents, from any and all claims, causes of action or liability arising from and relating to Contractor's work.

6. The term "Contract Documents" means and includes, but is not limited to, the following:
   A. Request for Bid Proposals (Document A)
   B. General Instructions and Information on Request for Bid Proposals (Document B)
   C. General Contract Conditions (Document C)
   D. Agreement and Signature Sheet (Document D)
   E. Specifications prepared by Village of Barrington (Document E)
   F. Contractor's Bid Proposal
   G. Total Aggregate Sheet (Document G)
   H. Contractor's Qualifications (Document H)
   I. Bid Bond (Document I)
   J. Performance and Payment Bond (Document J)
   K. Contractor's Certification/Eligibility to Bid (Document K)
   L. Affidavit Re: Delinquent Taxes (Document L)
   M. Contractor's Drug-Free Workplace Certification (Document M)
   N. Contractor's Sexual Harassment Certification (Document N)
   O. Notice of Award (Document O)
   P. Notice to Proceed (Document P)
   Q. Certificate(s) of Insurance (Document Q)

7. Addenda: No. _____, dated _____, 20___; No. _____, dated _____, 20___.

8. This Agreement shall be and is part of the Contract Documents for the Project for calendar years 2025, 2026, and 2027 and shall be and is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

CONTRACTOR:
HAWKINS, INC.
2381 Rosegate
Roseville, MN 55113

BY: _____
(Signature)

Douglas Lange, V.P. Water Treatment Group
Print Name & Title

ATTEST: _____
(Signature)

David Schindeldecker, Business Development Coordinator
Print Name & Title

VILLAGE:
VILLAGE OF BARRINGTON
200 South Hough Street
Barrington, IL 60010

BY: _____
Karen Darch, Village President

or
BY: _____
Scott Anderson, Village Manager

ATTEST: _____
Tony Ciganek, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

VILLAGE OF BARRINGTON

2024-2027 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS

CONTRACTOR'S BID PROPOSAL
(Document F)

Full Name of Bidder ("Bidder" or "Contractor")	Hawkins Inc.
Principal Office Address of Bidder	2381 Rosegate Roseville MN 55113
Local Office Address (If different than principal office)	2450 Horner Avenue, University Park IL 60484
Bidder's Contact Person	Name: David Schindeldecker
	Email Address: bids@hawkinsinc.com
	Telephone Numbers: (612) 331-6910 Fax: (612) 331-5304

TO: Village of Barrington ("Village")
Attn: Kevin Fecske, Utilities Superintendent
200 S. Hough Street
Barrington, Illinois 60010

Bidder warrants and represents that Bidder has carefully examined, and/or has been given the opportunity to examine, the work site for the Project as described in the Request and Invitation for Bids and its environs and has reviewed and understands all Contract Documents related to the Project as identified in the Agreement (Document E) and/or which are otherwise part of the Bid Package for the subject Project, including Addenda Nos. NONE [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms in this Bid Proposal shall have the meaning given to them in the documents included in the Bid Package.

In compliance with your advertisement for Bid Proposals, Contractor hereby proposes to perform all work on the Project in compliance with the Contract Documents.

By submission of this Bid Proposal, the Contractor certifies, and in the case of a joint Bid Proposal, each party hereto certifies, as to their own organization, that in connection with the Bid Proposal:

1. **Work Proposal**

A. Contract and Work. If this Bid Proposal is accepted by the Village, Bidder proposes, and agrees, that Bidder will contract with the Village, in the form of the Agreement (Document E) and all related Contract Documents included in the Bid Package: (1) to provide, perform and timely and fully complete the Project at the site or sites described in the Bid Package ("work site" or "Project work site") in the manner described and specified in the Bid Package, including but not limited to management and supervision of the Project from commencement through completion of the Project and providing all material(s) and supplies as set forth in the Contract Documents and all labor, services, transportation, equipment, apparatus, machinery, tools, traffic control in compliance with Illinois Department of Transportation standards, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the Project; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith, except as otherwise expressly provided in the Contract Documents included in the Bid Package, provided,

however, all Village permits, licenses, and approvals shall be provided to the Contractor without any fees or charges by the Village; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract Documents; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract Documents; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bid Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of the Village pursuant thereto.

C. General. If this Bid Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder by the Bid Package.

D. The prices in the Bid Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor.

E. Unless otherwise required by law, the prices which have been quoted in the Bid Proposal have not knowingly been disclosed by the Contractor prior to opening, directly or indirectly to any other contractor or to any competitor.

F. No attempt has been made or will be made by the Contractor to induce any other person or firm to submit or not to submit a Bid Proposal for the purpose of restricting competition.

G. The person(s) endorsing the Bid Proposal for the Contractor is or are authorized to do so and is or are responsible within that organization for the decision as to the prices being proposed and has or have not participated, and will not participate in any action contrary to Paragraphs D through F, above; or,

H. The person(s) endorsing the Bid Proposal for the Contractor (is) (are) responsible within that organization for the decision as to the prices being proposed, and/or has been authorized to act as the agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs D through F, above, and as their agent shall also certify that he (she) has not participated, and will not participate in any action contrary to Paragraphs D through F above.

I. Contractor hereby agrees to commence work on the Project pursuant to the Contract Documents on or before a date to be specified in the NOTICE OF PROCEED.

2. **Contract Price Proposal**

If this Bid Proposal is accepted, Bidder will, except as otherwise provided in the Contract Documents, take in full payment for all work on and/or services performed relative to the Project, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract for the Project.

The Bidder acknowledges and understands that the Contract for the Project calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et seq. ("the Act"). If this Bid Proposal is accepted, the Bidder acknowledges and understands that it shall be the responsibility of the Bidder and all of its subcontractors to comply with the Act and the related current ordinance or resolution of the Village relative to prevailing wages of laborers, mechanics and other workers employed in any Public Works.

NOTE TO BIDDERS

(1) Please bid all sections.
(2) Contract(s) may be awarded to one or more bidders.
(3) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

BID SHEET PROJECT DESCRIPTION: **2024 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS**	
BIDDER AGREED TO START DATE:	1/1/2024
BIDDER AGREED TO COMPLETION DATE:	12/31/2024
Price per 150lb Chlorine Cylinder	$ 235.00
Delivery Charges	$ Delivered
Tank rental per tank (Water cylinders only) *After sixty days	$ 0.00
2024 Contract Total Amount	$ 29,375.00

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	None
(2)	
(3)	
(4)	
(5)	
(6)	

ENCLOSE WITH BID PROPOSAL

NOTE TO BIDDERS

(1) Please bid all sections.
(2) Contract(s) may be awarded to one or more bidders.
(3) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

BID SHEET

PROJECT DESCRIPTION: **2025 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS**

BIDDER AGREED TO START DATE:	1/1/2025
BIDDER AGREED TO COMPLETION DATE:	12/31/2025
Price per 150lb Chlorine Cylinder	$ 250.00
Delivery Charges	$ Delivered
Tank rental per tank (Water cylinders only) *After sixty days	$ 0.00
2025 Contract Total Amount	$ 31,250.00

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	None
(2)	
(3)	
(4)	
(5)	
(6)	

****ENCLOSE WITH BID PROPOSAL****

NOTE TO BIDDERS

(1) Please bid all sections.
(2) Contract(s) may be awarded to one or more bidders.
(3) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

BID SHEET PROJECT DESCRIPTION: **2026 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS**	
BIDDER AGREED TO START DATE:	1/1/2026
BIDDER AGREED TO COMPLETION DATE:	12/31/2026
Price per 150lb Chlorine Cylinder	$ 265.00
Delivery Charges	$ Delivered
Tank rental per tank (Water cylinders only) *After sixty days	$ 0.00
2026 Contract Total Amount	$ 33,125.00

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	None
(2)	
(3)	
(4)	
(5)	
(6)	

****ENCLOSE WITH BID PROPOSAL****

NOTE TO BIDDERS

(1) Please bid all sections.
(2) Contract(s) may be awarded to one or more bidders.
(3) Contractor is responsible for providing to the Village a material list and delivery of all such materials to the job site.

Contractor agrees to manage and supervise the Project from commencement to completion thereof, and provide all labor, materials, supplies and provide such other services as set forth in the Contract Documents for the Project at the Contractor's expense and to perform all the Work described in the Contract Documents for the following lump sum(s):

BID SHEET PROJECT DESCRIPTION: **2027 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS**	
BIDDER AGREED TO START DATE:	1/1/2027
BIDDER AGREED TO COMPLETION DATE:	
Price per 150lb Chlorine Cylinder	$ 270.00
Delivery Charges	$ Delivered
Tank rental per tank (Water cylinders only) *After sixty days	$ 0.00
2027 Contract Total Amount	$ 33,750.00

The Bidder shall use the following subcontractors (including all mechanical subcontractors and material suppliers):

(1)	None
(2)	
(3)	
(4)	
(5)	
(6)	

****ENCLOSE WITH BID PROPOSAL****

VILLAGE OF BARRINGTON

TOTAL AGGREGATE BID FORM FOR ALL FOUR (4) SEPARATE ONE-YEAR CONTRACTS 2024 - 2027 CONTRACT FOR PURCHASING AND DELIVERING CHLORINE GAS 150LB CYLINDERS
(Document G)

2024 CONTRACT TOTAL AMOUNT OF BID	=	$ 29,375.00
2025 CONTRACT TOTAL AMOUNT OF BID	=	$ 31,250.00
2026 CONTRACT TOTAL AMOUNT OF BID	=	$ 33,125.00
2027 CONTRACT TOTAL AMOUNT OF BID	=	$ 33,750.00
TOTAL AGGREGATE AMOUNT OF BIDS	=	$ 127,500.00

Comments/Exceptions:

In the case of Emergency Response, Hawkins will provide Technical Advice.

SUBMITTED BY

Company: Hawkins Inc.

Address: 2381 Rosegate

Name and Title: Douglas Lange Vice President, Water Treatment Group

Signature:

Phone: (612) 331-6910 Date: 8/31/2023

****ENCLOSE WITH BID PROPOSAL****

3. **Basis for Determining Prices**

The Bidder acknowledges, understands and agrees that:

A. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item, if any, are the Village's estimate only, that the Village reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;

B. The Village is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;

C. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work on the Project as well as all taxes, contributions, and premiums for unemployment insurance, senior citizen or retirement benefits, pensions, annuities, or other similar benefits, are included in this Schedule of Prices; and

D. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

E. All claim(s) or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

4. **Contract Time Proposal:** If this Bid Proposal is accepted, Bidder agrees to commence work on the Project no later than on or before the respective Start Date stated in the Contractor's Bid Proposal after the Village Attorney has approved the required Certificate of Insurance and Performance and Payment Bond, and complete the work on the Project no later than by the completion date stated in the Contractor's Bid Proposal in a workmanlike manner consistent with the Bidder's Bid Proposal and the Contract Documents, and deliver to the Village any requested or required documentation, including but not limited to any performance and payment bond and/or any certificate(s) of insurance, or on such other date otherwise agreed to in writing by the Bidder and the Village, and agrees to perform the Work on the Project diligently, all in a workmanlike manner, and continuously and agrees to complete the Work no later than the completion date set forth on the Notice to Proceed, or on such other date otherwise agreed to in writing by the Bidder and the Village.

5. **Firm Proposal:** All prices and other terms stated in this Bid Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 45 days after the date on which the Bidder's Bid Proposal is opened or such extended acceptance date for Bid Proposals as may be established by the Village.

6. **Bidder Representations**

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Bid Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Bid Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with the Village or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of the Village, Bidder hereby agrees to furnish upon request, within two

(2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy the Village that Bidder is adequately prepared to fulfill the Contract.

D. Village's Reliance. Bidder acknowledges that the Village is relying on all warranties, representations and statements made by Bidder in this Bid Proposal.

7. **Bid Security** [The bid bond for this Project is attached.] [No bid bond is required for this Project.]

8. **Village's Remedies:** Bidder acknowledges and agrees that should Bidder fail to timely submit any additional information that is requested by the Village; or should Bidder, if the Village awards Bidder the Contract, fail to timely submit all the Bonds and all the certifications which are set forth in the Contract Documents and any certificates of insurance required to be submitted by the Bidder; or should Bidder, if the Village awards Bidder the Contract, fail to timely execute the Agreement (Document E), Contractor's Certification(s) and all other required documentation as set forth in the Contract Documents, the Village will have the right to exercise any and all remedies it may have at law and/or in equity against Bidder.

9. **Village's Rights:** Bidder acknowledges and agrees that the Village reserves the right to reject any and all Bidders' Bid Proposals, reserves the right to accept or reject any item of any Bidder's Bid Proposal, and reserves such other rights as are set forth in the Contract Documents.

10. **Bidder's Obligations:** In submitting this Bid Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

The undersigned represents and warrants to the Village that the undersigned is a duly authorized agent of the Bidder and is authorized to execute this Bid Proposal and submit same to the Village.

DATED this 31st day of August, 2023.

Hawkins Inc.

Bidder

By: Douglas Lange

Title: Vice President, Water Treatment Group

Attest/Witness:

By: David Schindeldecker

Title: Business Development Coordinator

****ENCLOSE WITH BID PROPOSAL****