Ordinance No. 2025 -4551

ORDINANCE APPROVING THE AWARD OF A CONTRACT TO AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MIDWEST WELL SERVICES, INC. d/b/a MUNICIPAL WELL & PUMP FOR THE REHABILITATION OF WELL NO. 1

WHEREAS, the Village of Barrington, Cook and Lake Counties, Illinois (hereinafter sometimes referred to as the "Village"), requested and received two (2) price proposals for the removal, testing, purchase, replacement, and/or installation of a well pump and related equipment for Village Water Well No. 1, including the video inspection of Village Water Well No. 1, and the possible rehabilitation of Well No. 1 (the "Project"); and

WHEREAS, the Corporate Authorities of the Village have determined that the lowest price proposal received for the Project was submitted by Midwest Well Services, Inc., d/b/a Municipal Well & Pump, 1212 Storbeck Drive, Waupun, Wisconsin 53963 (the "Contractor") and that it is in the best interests of the Village that the Contractor's proposal dated August 13, 2025 for the Project, with two not-to-exceed maximum costs of $84,408.00, for the removal, inspection, testing, re-conditioning and reinstallation of the existing well pump and related equipment, which cost is dependent upon the extent of the possible repair and rehabilitation needed, and a possible additional cost of $46,490.00, for the cost of a new well pump and installation thereof if the existing pump cannot be re-used, which cost in the aggregate may total $130,898.00 (the "Contractor's Proposal") should be accepted by the Village pursuant to and consistent with the terms, conditions, and specifications set forth in said Contractor's Proposal, the related Agreement with the Contractor, this Ordinance, and any other Contract Documents (collectively, "the Contract Documents"), which Contract Documents shall be in substantially the form attached hereto as Group Exhibit A and thereby made a part hereof; and

WHEREAS, in consideration of all of the foregoing, the Corporate Authorities of the Village have determined that it is in the best interests of the Village and its residents to award a contract to Midwest Well Services, Inc., d/b/a Municipal Well & Pump of Waupun, Wisconsin for the Project in the aggregate not-to-exceed amount of $130,898.00 if the existing well pump requires replacement, based upon the Contractor's Proposal dated August 13, 2025:

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 Resolution 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 Contractor's Proposal dated August 13, 2025 received from Midwest Well Services, Inc., d/b/a Municipal Well & Pump, Waupun, Wisconsin (the "Contractor") for the Project at a cost of $84,408.00, for the removal, inspection, testing, re-conditioning and reinstallation of the existing well pump and related equipment, which cost is dependent upon the extent of the possible repair and rehabilitation needed, and a possible additional cost of $46,490.00, for the cost of a new well pump and installation thereof if the existing pump cannot be re-used, which cost in the aggregate may total

a not to exceed aggregate amount of $130,898.00 if the existing well pump requires replacement, pursuant to and consistent with the terms, conditions, and specifications set forth in this Resolution and the following Contract Documents:

Exhibit A-1: Contractor's Proposal dated August 13, 2025; and
Exhibit A-2: Agreement Between the Village of Barrington and Midwest Well Services, Inc., d/b/a Municipal Well & Pump

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

SECTION 3: The Village President, or his designee, is hereby authorized to execute the Contractor's Proposal and related Agreement, and the Village Clerk is hereby authorized and directed to attest and to deliver to Midwest Well Services, Inc., d/b/a Municipal Well & Pump an executed copy of the Contract Documents in accordance with the provisions of this Ordinance and the related Contract Documents, which are attached hereto as Group Exhibit B 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 22 DAY OF SEPTEMBER, 2025, BY ROLL CALL VOTE AS FOLLOWS:

AYES Trustees Lohmeyer, Sholeen, Wondrasek, Duncan, Prigge, Klaner and President Moran

NAYS NONE

ABSENT NONE

ABSTAIN NONE

APPROVED THIS 22 DAY OF SEPTEMBER, 2025

Michael Moran, Village President

ATTESTED AND FILED THIS
22 DAY OF SEPTEMBER, 2025

James P. Dillon, Village Clerk

Village of Barrington CORPORATE SEAL Cook & Lake Counties, IL

GROUP EXHIBIT A

CONTRACT DOCUMENTS:

Exhibit A-1: Contractor's Proposal dated August 13, 2025; and
Exhibit A-2: Agreement Between the Village of Barrington and Midwest Well Services, Inc., d/b/a Municipal Well & Pump

MUNICIPAL
WELL & PUMP
A Division of Midwest Well Services, Inc.

August 13th, 2025

TO: Village of Barrington
Attn: Ryan Burgess
300 North Raymond Ave
Barrington, Illinois 60010

RE: Village of Barrington Well #1 Project- Well No. 1 Village of Barrington

Cook County Prevailing Wage Rates Included

To Whom it May Concern,

Thank you for the opportunity to provide a price for bid on the GHA Project Number 6051.004 on the above noted sections. Municipal Well and Pump (MWP) has extensive knowledge on pumping equipment throughout the Midwest. We are a trusted service provider for vertical turbine pumps, submersible pumps, split-case horizontal pumps, and centrifugal pumps. Well rehabilitation is another strong suit of Municipal Well and Pump.

For this project, MWP will mobilize a pump crew with service truck, pump rig, flatbed trailer, and appropriate tooling to perform the work in the specifications. The scope will strictly follow the bid specifications for Village of Barrington Well #1 Project.

The project will be performed in the following steps:

- Load equipment and mobilize to the Village of Barrington, IL Public Works Building.
- Survey jobsite, stage equipment, and set up pump rig.
- Remove pump equipment in Well No. 1.
    - Load equipment onto flatbed trailer for inspection/disposal.
- Prep well for televising.
    - A copy will be provided to owner.
- Inspect Well No. 1 equipment or order new if needed.
- Once permanent pump equipment is received or inspected, a crew will mobilize back to jobsite to install the well pump equipment into Well No. 1.
- Complete start up requirements per project specifications.
- Clean up jobsite and break down pump rig.
- Demobilize off jobsite.

Base Bid Proposal $84,408.00

Alternate Bid Proposal $46,490.00

1212 Storbeck Drive, P.O. Box 311, Waupun, WI 53963
Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431 - IL: 847-541-8816
www.municipalwellandpump.com

Services NOT included:

- Air release valves & associated piping on pump can.
- Concrete pump bases, floor sleeves, hole coring.
- Painting
- Electrical work/wiring of any kind including junction boxes, conduit & wire
  - Exception to wiring submersible motor.
- Plumbing
- HVAC
- Building construction/demolition
- Construction/demolition of any concrete bases, collars or pads, flooring
- Excavating/Backfilling/Compaction
- Site restoration
- Ingress/Egress
- Electrical controls, starters, VFD's
- Underground or mechanical piping
- Insulation
- Builder's Risk Insurance
- Permits
- Erosion control

Notes:

- Proposal assumes that the pumping equipment can be removed from the well using standardized equipment without parting the drop-pipe or, any unusual down-hole circumstances.
- Access/Egress to the site (including snow removal and restoration or tree trimming/removal if required) by owner/others.
- Our quote includes a 460V motor based on the onsite visit not the 230V motor called for in the spec.

We would like to thank you for the opportunity to submit this proposal for your review and consideration. Should you have any questions or concerns regarding this proposal, please contact our offices at your earliest convenience. We hope that our proposal meets your approval and that Municipal Well and Pump will earn the right to be your service provider for this maintenance project.

Respectfully,

Municipal Well & Pump

Chris Ferguson

Chris Ferguson

Project Manager

920-422-6456

VILLAGE OF BARRINGTON
2025 CONTRACT FOR WELL #1 PROJECT

CONTRACTOR'S BID PROPOSAL
(Document F)

Bid Proposal of (contractor): Midwest Well Services, Inc. dba: Municipal Well & Pump

In compliance with your Advertisement for Bid Proposals, Contractor hereby proposes to perform all WORK necessary for the Well 1 Project in strict accordance with the CONTRACT DOCUMENTS.

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

a. 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.

b. 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.

c. 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.

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

e. The person(s) endorsing the Bid Proposal for the Contractor's organization (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 a through c, above, and as their agent shall also certify that he (she) has not participated, and will not participate in any action contrary to Paragraphs a through c above.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE OF PROCEED.

Contractor agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum based on their proposal.

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

VILLAGE OF BARRINGTON
2025 CONTRACT FOR WELL #1 PROJECT

CONTRACTOR'S BID PROPOSAL
(Document F)

After evaluation, it is anticipated that the well will require new shafting, new pipe, bearings, rubber inserts, sleeves, pumps, and discharge head maintenance. If the evaluation determines the motor can be repaired and reused, at a minimum, the motor shall have the following performed:

Disassemble existing equipment
Wash and bake the stator
Plate the shaft and bottom housing to size (if needed)
Check the balance of the rotor
Replace the bearings
Assemble and test

Any equipment can be repaired and reused after the evaluation process if deemed satisfactory. All parts should be replaced with stainless steel when that is an option.

Base Proposal to include items 1 through 8 as specified below:

1. Mobilization(s), pump removal, inspections, reinstall pump, demobilization(s).
2. Recondition discharge head, sandblasting coating, replace the stuffing box bearing and replace packing or mechanical seals
3. Televising with brushing and bailing of well
4. Perform straightening checks and install new stainless-steel shafting, pipe, bearings, rubber inserts, sleeves
5. Pump tear down/inspection and motor inspection at a qualified motor repair shop
6. Reinstall the pumping assembly and test.
7. Any freight charges
8. 1" PVC and airlines and 1 1/4" PVC piping for future pressure transducer

Alternate Proposal to include items 1 through 3 as specified below:

1. New NHS Motor
2. New Bowl Assembly
3. Well Rehabilitation to include airshock and acidization

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):

Contractor name: Midwest Well Services, Inc. dba: Municipal Well & Pump

Base Bid Proposal: $ 84,408.00

Alternate Bid Proposal: $ 46,490.00

****ENCLOSE WITH BID PROPOSAL***

SIA | INSURANCE SERVICES

August 13, 2025

Midwest Well Services, Inc.
Attn: Brian Brodersen
1212 Storbeck Drive
Waupun, WI 53963

RE: Village of Barrington

Dear Brian:

We have reviewed the insurance specifications for the Village of Barrington project. The current coverage limits for Midwest Well Services, Inc., should meet their requirements. A Certificate of Insurance can be issued if Midwest Well Services, Inc., is awarded the project.

If you have any questions, or would like to review the insurance requirements for the Village of Barrington project, please contact the office.

Sincerely,

Hollie Ganz

Hollie Ganz
SIA Insurance

999 W. Main St.
P.O. Box 72
Waupun, WI 53963
920-324-2071

MUNICIPAL
WELL & PUMP

Project Proposal

Re: **Barrington Well #1 Maintenance**

Item #	Item Description	Quantity	Units	Unit Price	Extended Price
1	Mobilization/Demobilization	1.00	LS	$ 9,010.00	$ 9,010.00
2	Pull Pump (160' of 8" x 1-1/2")	1.00	LS	10,000.00	10,000.00
3	Inspect All Equipment	1.00	LS	1,850.00	1,850.00
4	TV Well	1.00	LS	3,290.00	3,290.00
5	Brush & Bail (8 hrs. specified per addendum)	8.00	HRS	507.50	4,060.00
6	Reinstall Pump	1.00	LS	9,420.00	9,420.00
7	Well Chlorination & Pump Test (min. 3 hrs. specified)	1.00	LS	1,590.00	1,590.00
8				-	-
9	New 416 SS 1-1/2" Shafting T&C w/SS Sleeves	160.00	FT	58.10	9,296.00
10	New 8" SCH 40 Steel Column Pipe T&C Epoxy Coat ID/OD	160.00	FT	119.10	19,056.00
11	New 8" Drop In Spiders w/Inserts	16.00	EA	193.80	3,100.80
12	Rebuild 12RKMC - 3 Stage Bowl per specs.	1.00	LS	4,180.00	4,180.00
13	Service 60 HP Motor per specs (no rewind)	1.00	LS	3,370.00	3,370.00
14	Check, clean & straighten shafting	160.00	FT	6.90	1,104.00
15	Recondition Discharge Head	1.00	LS	1,810.00	1,810.00
16	Rebuild Stuffing Box with New Bearing & Packing	1.00	LS	390.00	390.00
17	New Airlines	160.00	FT	2.20	352.00
18	New 1" PVC	160.00	FT	2.90	464.00
19	New 1-1/4" PVC	160.00	FT	3.60	576.00
20	8" x 10' SCH 40 Suction Pipe with 8" SS Cone Strainer	1.00	EA	1,490.00	1,490.00
21				-	-
22				-	-
23				-	-
24				-	-
25	ALTERNATES			-	-
26	New Bowl Assembly Goulds 11CHC-3 stage	1.00	EA	8,430.00	8,430.00
27	New Motor US 60 HP 1800 RPM VHS WP1 VFD NRR 460V	1.00	EA	8,330.00	8,330.00
28	Airshock Well	1.00	LS	7,630.00	7,630.00
29	Acidize Well	1.00	LS	22,100.00	22,100.00
30				-	-
31	Please Note- The Motor Quoted is 460V based on the			-	-
32	onsite visit not 230V like the specs call			-	-
33				-	-
34				-	-
35				-	-
36				-	-
37				-	-
38				-	-
39				-	-
40				-	-
41				-	-
42				-	-
43				-	-
44				-	-
45				-	-
46				-	-
47				-	-
48				-	-
	Total Project Proposal				$ 130,898.80

Dated: August 13, 2025

By: Brian Brodersen

Brian Brodersen
Senior Project Engineer
Municipal Well & Pump

P.O. Box 311, Waupun, WI 53963 – Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431
www.municipalwellandpump.com

SEE ATTACHED

WELL 1 PROJECT
(Document F)

CONTRACTOR'S QUALIFICATIONS:

A. A list of other similar projects completed by the Bidder within the last five (5) years in the State of Illinois is required on the following form:

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

PROJECT LOCATION:	
SIZE:	YEAR COMPETED:
OWNER OF PROPERTY:	
CONTACT NAME:	TELEPHONE NO.
PROJECT DETAILS:	

B. Bidder shall also provide documentation pertaining to all of the same and/or similar work performed in the last ten (10) years in the State of Illinois.

C. The Prices stated in this Proposal for the 2025 Contract year are guaranteed for sixty (60) days from the date of opening. We, the Bidder, agree to execute such Contract and any and all other Contract Documents related to the Project, provide the required Performance and Payment Bond and Certificate(s) of Insurance, and complete the Work covered by this Proposal for such contract year in a workmanlike and timely manner at said prices in accordance with all Contract Documents.

DATED this 11 day of August, 20 25

SUBMITTED BY:

Midwest Well Services, Inc. dba: Municipal Well & Pump
Company Name ("Bidder")

Scott De Young, President
Name and Title, Its ~~Authorized~~ Agent

Waupun	WI	53963
City	State	Zip

ENCLOSE WITH BID PROPOSAL

VILLAGE OF BARRINGTON

WELL 1 PROJECT

BID BOND
(Document G)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Midwest Well Services, Inc. dba Municipal Well & Pump as Contractor, and Old Republic Surety Company as Surety, are hereby held and firmly bound unto the Village of Barrington (the "Village") in the penal sum of $ ten percent of the amount bid (10.00%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the Contractor/Bidder has submitted to the Village of Barrington the certain Bid Proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the Well 1 Project.

NOW, THEREFORE,

(a) If said Bid Proposal shall be rejected, or

(b) If said Bid Proposal shall be accepted and the Contractor/Bidder shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid Proposal, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by an extension of the time within which the Village may accept such Bid Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Contractor/Bidder and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

MIDWEST WELL SERVICES Corporate SEAL Wisconsin

Contractor/Bidder Scott DeYoung, PES

DATE: 8/11/2025

Old Republic Surety Company
Surety

DATE: 8/11/2025

BY: Samuel Duchow
Samuel Duchow, Attorney-in-fact

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended), must hold certificates of authority as acceptable sureties (31CFR223), and be authorized to transact business in Illinois where the project is located.

* * * ENCLOSE WITH BID PROPOSAL * * *

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: MICHAEL J. DOUGLAS, CHRIS M. STEINAGEL, CHRISTOPHER MATHER KEMP, ROBERT S. DOWNEY, CONNIE SMITH, KORY C. MORTEL, ELIOT MOTU, SAMUEL DUCHOW of HUDSON, WI

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

ALL WRITTEN INSTRUMENTS

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

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

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

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

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

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

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22nd day of September, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 22nd day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

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

24-5172

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 11th day of August, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

J. RYAN BONDING, INC.

VILLAGE OF BARRINGTON

WELL 1 PROJECT

ELIGIBILITY TO BID
(Document I)

The undersigned, being a duly appointed and empowered official of the comapny, Midwest Well Services, Inc. dba: Municipal Well & Pump (Company name), hereby certifies that said company, Midwest Well Services, Inc. dba: Municipal Well & Pump (Company name) is not barred by law from submitting a Bid Proposal to the Village of Barrington for the project contemplated herein because of a conviction for prior violations of either Section 33E-3 (Bid rigging) or Section 33E-4 (Bid Rotating) of Public Act 85-1295, S.H.A. ch. 38 of the Criminal Code of 1961, approved July 28, 1961, as amended.

Company Midwest Well Services, Inc. dba: Municipal Well & Pump

Name Scott De Young

Title President

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

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

VILLAGE OF BARRINGTON

WELL 1 PROJECT

AFFIDAVIT RE: DELINQUENT TAXES
(Document J)

I, Scott De Young, being first duly sworn do hereby depose and say that I am a president of Midwest Well Services, Inc. dba: Municipal Well & Pump (the "Company") (or that I am an individual) and that as such officer I am authorized to make the following representations on behalf of the Company (or if an individual, on my behalf) pursuant to 65 ILCS 5/11-42.1-1.

[CHOOSE ONE]

☒ The Company (or the undersigned individual) is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue but the Company is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate revenue Act.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

☐ The Company (or the undersigned individual) is delinquent in the payment of a tax or taxes administered by the Illinois Department of Revenue.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 11 day of August, 2025

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

[Company] Midwest Well Services, Inc. dba: Municipal Well & Pump

By: Scott De Young

Title: President

SUBSCRIBED AND SWORN TO this 11 day of August, 2025, before me, a notary public in the State of ~~Illinois~~ Wisconsin, who hereby certifies under official seal that I am duly authorized by the laws of the State of ~~Illinois~~ Wisconsin to administer oaths in the County of Dodge in the State of ~~Illinois~~ Wisconsin.

STATE OF WISCONSIN SHELLY S. SCHULZ NOTARY PUBLIC (SEAL)

Notary Public

Commission expires: 6/19/2028

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

VILLAGE OF BARRINGTON

WELL 1 PROJECT

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION
(Document K)

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:
  (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    (i) Abide by the terms of the statement; and
    (ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about;
  (1) The dangers of drug abuse in the workplace;
  (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance program; and
  (4) The penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place,

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of Section 3 of the Act (30 ILCS 580/3).

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Date: August 11, 2025

Contractor Scott De Young, President
Midwest Well Services, Inc. dba: Municipal Well & Pump

ATTEST:

Brian Brodersen, Senior Project Engineer

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

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

VILLAGE OF BARRINGTON

WELL 1 PROJECT

CONTRACTOR'S SEXUAL HARASSMENT CERTIFICATION
(Document L)

Scott De Young, President, Midwest Well Services, Inc dba: Municipal Well & Pump, hereinafter referred to as "Contractor", having submitted a Bid Proposal for the Well 1 Project to the Village of Barrington, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission.
6. Directions of how to contact the Department of the Commission.
7. An acknowledgement of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor
Scott De Young, President
Midwest Well Services, Inc. dba: Municipal Well & Pump

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

Subscribed and sworn to before me this
11 day of August, 20 25

_____
Notary Public

6/19/2028

STATE OF WISCONSIN NOTARY PUBLIC SHELLY S. SCHULZ

ENCLOSE WITH BID PROPOSAL

ADDENDUM #1

Well 1 Project

1. CLARIFICATIONS

- The bid states a new motor would be 3ph 220/240V. The existing is 3ph 230/460V. Please confirm which voltage is required.
  3ph 220/240v is required voltage.
- One area states 16 weeks completion and another states 6 weeks (Page 42). Please confirm its 16 weeks.

  16 weeks is the correct time frame.
- The contract states the Contractor is responsible for traffic through the work zone. As was stated onsite during the pre bid meeting, please confirm if the Village will handle closure of the parking lot while the Contractor is onsite.

  Public Works staff can close the village hall parking lot when necessary to complete work. Please give us as much notice as possible so we can coordinate with village hall staff. When the whole lot is not closed by Public Works staff please be careful when bringing trucks in and out of the lot.
- Please advise what plating the shaft and bottom of the motor housing to size entails? We do not recall seeing this on a bid proposal before and the motor shop we discussed with is unsure as well.

  This ensures the shaft and housing are correctly plated (brought up to tolerance) for optimal performance of the bearings
- How much brushing and bailing is required per the bid?

  Bail rate for rig and 2 men for 8 hours

- How much "Airshock" is required per the bid?

  No set amount. Enough to provide a throughout cleaning

- How much acidization is required per the bid?

  No set amount. Enough to pass the water testing

- Is the new bowl assembly adder a complete new 3-stage bowl assembly rated for 850 GPM @ 160' TDH? Can it be another manufacturer?

  The existing well consists of a U.S. 60 HP, 220/240 Volt vertical hollow shaft motor, discharge pump head, 160' of 8" x 1-1/2" water lubricated column assembly with carbon steel shaft and combination couplings, Layne & Bowler 3 stage bowl assembly, and 10' of 8" suction pipe with a cone strainer. It can be another manufacturer with Village approval.

- Page 40 states: The new materials shall include: one 12RKMC cast iron series complete with bearing....to accommodate the additional stage. Please confirm this is staying a 3 stage bowl assembly.

  It is staying 3 stage bowl assembly

- Does the Alternate Bid Proposal sum include the base bid, or the Alternates only?

Alternates only

- Use of stainless steel sleeves allowed?

  This is not allowed per the specs.

- I did not see collum pipe replacement part of the specs.

  Yes, it is. Page 39 first paragraph.

  The Well 1 Replacement Project will include the following: complete pumping equipment overhauls. After evaluation, it is anticipated that the well will require new shafting, new pipe, bearings, rubber inserts, and sleeves, pumps, and discharge head maintenance. If the evaluation determines the motor can be repaired and reused, at a minimum the motor shall have the following performed:

2. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM #1

By: _____ (sign) Date: 08/11/25

Scott De Young (print) Title: President

Company: Midwest Well Services, Inc. dba: Municipal Well & Pump

MIDWEST WELL SERVICES, INC. Corporate SEAL Wisconsin

Include signed copies of this Addendum #1 acknowledgment with your Bid Submittal.

Well 1 Project
Addendum #1
July 30, 2025

J. RYAN
BONDING

P.O. Box 465
2920 Enloe St, Ste 103
Hudson, WI 54016

Tuesday, August 12, 2025

Village of Barrington public works department
300 North Raymond Ave
Barrington, IL 60010

We are writing on behalf of our valued client, Midwest Well Service, Inc. dba Municipal Well and Pump. We are aware that they have or are about to submit a bid for "Well 1 Project". We have provided a bid bond for this project with Old Republic Surety Company. The bid bond provides the intent by the surety company to provide payment and performance bonds for this project if Midwest Well Service, Inc. dba Municipal Well and Pump is awarded the contract on the bond forms that have been provided in the bid package.

If you have any questions, please contact me at 715-845-3711.

Sincerely,

Chris Steinagel

ACTION BY THE UNAIMOUS WRITTEN CONSENT
OF THE DIRECTORS OF MIDWEST WELL SERVICES, INC.
IN LIEU OF A SPECAIL MEETING OF DIRECTORS

The undersigned, being all the directors of Midwest Well Services, Inc., do hereby adopt the following actions as the actions of the corporation's directors in lieu of an annual meeting of the directors, by unanimous written consent, pursuant to Section 180.0821 of the Wisconsin Statutes.

RESOLVED: That the Board of Directors approve and authorize, the election of the following officers:

President	Scott A. De Young
Exec. Vice President	Patrick S. Harrington
Vice President	Andy J. Stelsel
Vice President	Mason E. Rens
Treasurer	Jared A. Oosterhouse
Secretary	Shelly S. Schulz

BE IT FURTHER RESOLVED: Each officer noted above is hereby authorized to sign contracts on behalf of the corporation. Additionally, Brian Brodersen, Senior Project Engineer, is authorized to sign bond agreements, bid documents and contracts as an agent of Midwest Well Services, Inc.

This instrument dated effective this 14th day of March, 2025, to be part of the minutes of the corporation.

Scott A. De Young, Director

Patrick S. Harrington, Director

Subscribed and sworn before me this 14 day of Mar, 2025

Shelly S Schulz

Commission Exp 6/19/2028

STATE OF WISCONSIN NOTARY PUBLIC SCHULZ

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

Division of Corporate & Consumer Services

To All to Whom These Presents Shall Come, Greeting:

I, Mary Ann McCoshen, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

MIDWEST WELL SERVICES, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is September 14, 2000.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on March 27, 2019.

MARY ANN MCCOSHEN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: http://www.wdfi.org/apps/ccs/verify/

Enter this code: **241103-EA446E14**

The State Of Wisconsin Department of Natural Resources

MUNICIPAL WELL & PUMP/MIDWEST WELL
1212 STORBECK DR
WAUPUN WI 53963

This certificate recognizes that

MUNICIPAL WELL & PUMP/MIDWEST WELL

Registration Number : 0013

Is registered to do business as :

Water Well Driller Business Registration
Valid 01/01/2025 to 12/31/2025

Pump Installer Business Registration
Valid 01/01/2025 to 12/31/2025

Under the provisions of NR 146, Wisconsin Administrative Code
In the state of Wisconsin in the year :

2025

All registrations expire on December 31, 2025

Printed on 01/08/2025

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ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS (https://www.ilsos.gov/)

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(https://www.ilsos.gov/search/searchgoogle.html)

Driver's Licenses & ID Cards | Vehicles, Plates & Titles | Business Services | More Services

(https://www.ilsos.gov/)
Business Entity Search

Entity Information

Entity Name
MIDWEST WELL SERVICES, INC.

File Number
62916893
Status
ACTIVE

Entity Type
CORPORATION
Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
05-21-2003
State
WISCONSIN

Duration Date
PERPETUAL

Annual Report Filing Date

07-16-2025
Annual Report
Year

2025

Agent Information
THOMAS G ODDO
1900 SPRING ROAD SUITE 200
OAK BROOK ,IL 60523
Agent Change Date
06-23-2016

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Available Services | Officers | Assumed Name | Old Corp Name | File History

Purchase Master Entity Certificate of Good Standing

Purchase Assumed Name Certificate of Good Standing

Change of Registered Agent and/or Registered Office (https://apps.ilsos.gov/corpagentchange/)

Adopting Assumed Name (https://apps.ilsos.gov/corpassumednameadoption/)

ilsos.gov (https://www.ilsos.gov/) Official Website of the Illinois Secretary of State Here's how you know English

ILLINOIS SECRETARY of STATE
ALEXI GIANNOULIAS (https://www.ilsos.gov/)

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(https://www.ilsos.gov/search/searchgoogle.html)

Driver's Licenses & ID Cards | Vehicles, Plates & Titles | Business Services | More Services

(https://www.ilsos.gov/)
Business Entity Search

Entity Information

Entity Name
MIDWEST WELL SERVICES, INC.

File Number
62916893
Status
ACTIVE

Entity Type
CORPORATION
Type of Corp
FOREIGN BCA

Qualification Date (Foreign)
05-21-2003
State
WISCONSIN

Duration Date
PERPETUAL

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07-16-2025
Annual Report Year

2025

Agent Information
THOMAS G ODDO
1900 SPRING ROAD SUITE 200
OAK BROOK ,IL 60523
Agent Change Date
06-23-2016

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Choose a tab below to view services available to this business and more information about this business.

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Purchase Assumed Name Certificate of Good Standing

Change of Registered Agent and/or Registered Office (https://apps.ilsos.gov/corpagentchange/)

Adopting Assumed Name (https://apps.ilsos.gov/corpassumednameadoption/)

File Number 6291-689-3

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

MIDWEST WELL SERVICES, INC., INCORPORATED IN WISCONSIN AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 7TH *day of* DECEMBER *A.D.* 2023 .

Authentication #: 2334103480 verifiable until 12/07/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

Governor
JB Pritzker

ILLINOIS DEPARTMENT OF
Human Rights

Director
James L. Bennet

State of Illinois Eligible Bidder / Public Contractor

MIDWEST WELL SERVICES, INC.
1212 STORBECK DRIVE
WAUPUN, Wisconsin, 53963

IDHR Eligibility Number: 125200-00

Type of IDHR Eligibility Number : Corporate Headquarters / Primary Location

The person, firm or corporation whose name appears on this certificate has registered and is authorized by the Illinois Department of Human Rights to bid on or be awarded public contracts, pursuant to 44 Ill. Admin. Code 750.210 and the Illinois Human Rights Act, 775 ILCS 5/2-105. The official status of this registration can be verified at www.illinois.gov/DHR.

Form Number:
PC1
Start Date
03/15/2023
Expiration Date
03/14/2028

Illinois Department of Human Rights
555 W MONROE ST, Ste. 700
CHICAGO, IL, 60661

MUNICIPAL
WELL & PUMP

Statement of Compliance for Bidding

As required by the bid documents, please accept the following as a statement of compliance with the following regulations and laws as it relates to any contracts completed by Midwest Well Services, Inc. dbas: Municipal Well & Pump; Pumpstation Professionals

1. **Prevailing Wage**: We are in full compliance with prevailing wage laws both for State and / or Federal Davis Bacon projects. We have reviewed the Act pertaining to this project and we agree to pay the applicable prevailing wage rates attached to the bid specifications and will strictly comply with the Act.

2. **PW Wage Violations:** We have not been found to be in violation with any State or Federal prevailing wage Acts in the last 10+ years. We have been audited twice by the State of IL and once by the State of Wisconsin since 2008 and no violations found or back pay required.

3. **Employees on Public Works Projects:** All employees who will perform work on this public works project on our behalf are all properly classified as an employee.

4. **Claims Against Employer:** There has never been any claim against the company for any Federal, State of Local claims of unpaid compensation (wages and/or fringe benefits) for the contractor's employees filed against the bidder.

5. **Equal Opportunity:** We are an Equal Opportunity Employer and are in compliance with Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375.

Scott A De Young

11/28/2023

By: Scott A. De Young

Date:

Title: President /CFO

1212 Storbeck Drive, P.O. Box 311, Waupun, WI 53963
Office: 920-324-3400 – Toll-Free: 800-383-7412 – Fax: 920-324-3431 - IL: 847-541-8816
www.municipalwellandpump.com

Department of Workforce Development
Employment and Training Division
Bureau of Apprenticeship Standards
201 E. Washington Ave., Room E100
P.O. Box 7972
Madison, WI 53707
Telephone: (608) 773-3930
Fax: (608) 266-0766
Email: DWDDET@dwd.wisconsin.gov

STATE OF WISCONSIN
DWD
Department of Workforce Development

Tony Evers, Governor
Amy Pechacek, Secretary-designee

June 19, 2024

I am writing to confirm that Municipal Well & Pump is an active Registered Apprenticeship employer for the occupation of Well Driller Operator/Pump Installer, as approved by the State of Wisconsin and recognized by the U.S. Department of Labor (USDOL).

The Wisconsin Bureau of Apprenticeship Standards (BAS) is recognized by the USDOL as the State Registration Agency (SAA) for apprenticeship programs in Wisconsin. In states which have their own SAA, such as Wisconsin, USDOL does not register apprentices but, instead, relies upon the SAA to perform that function and fully recognizes the registration of those apprentices.

Municipal Well & Pump has been training registered apprentices since 2009. This employer works through the ABC of Wisconsin program, which is an approved and fully recognized Registered Apprenticeship sponsor.

Employer: Midwest Well Services, Inc. dba: Municipal Well & Pump
Scott De Young, President
Phone: 920 324 3400

Sponsor: ABC of Wisconsin Apprenticeship Committee
Michael McDonald, Apprenticeship Director
Email: michael.mcdonald@abcwi.org
Phone: 608 244 6056

Please feel free to contact me with any questions regarding the status of this employer in regard to Wisconsin Registered Apprenticeship.

Sincerely,

Lynn O'Shasky

Program & Policy Analyst, Advanced

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

IDPH

PROTECTING HEALTH IMPROVING LIVES

Water Well and Closed Loop Well Contractor Search

Enter a Water Well or Closed Loop Well Contractor last name, mailing address, city, state or count.
Or
Search by entering at least the first 3 letters of the Facility Name, Street, City, or County followed by an asterisk (*).
For example, searching for And* will give you results that include all contractors with the last name Anderson, Andrews, etc.
Results only include current Water Well or Closed Loop Well Contractor Licensees with an Active License or Registration.

License Type: ALL
License Number:
Facility Name: mlaeger
Street:
City:
State:
County:

Search

Contractor Name	License Number	Mailing Address	IDs / Contractor LicenseType	Contractor License Status
RICHARD N MLAEGER	101-004298	PO BOX 311, WAUPUN, WI, 53963, Out of State	Water Well Pump Installation Contractor	Active
RICHARD N MLAEGER	092-009630	PO BOX 311, WAUPUN, WI, 53963, Out of State	Water Well Contractor	Active

Illinois Department of Public Health | 535 West Jefferson Street | Springfield, Illinois 62761
Phone 217-782-4977 | Fax 217-782-3987 | TTY 800-547-0466
Privacy Policy
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IDPH
ILLINOIS DEPARTMENT OF PUBLIC HEALTH

525-535 Jefferson Street • Springfield, Illinois 62761-2601 www.dph.illinois.gov

MASON E RENS
MUNICIPAL WELL & PUMP 1212 STORBECK DR
WAUPUN, WI 53963

Dear MASON RENS,

Your WATER WELL CONTRACTOR license expires 01-31-2026. This letter shall serve to meet the requirements of 225 ILCS 345, Section 14 which requires the licensee to conspicuously display his license at his principal place of business. The wallet card is not being sent at this time.

Front:

IDPH WATER WELL CONTRACTOR LICENSE

LicenseID	Issued	Expiration
092-009463	03/05/2025	01-31-2026

MASON E RENS
MUNICIPAL WELL & PUMP
1212 STORBECK DR
WAUPUN, WI 53963

Environmental Health
See Reverse for Licensure

Back:

MASON E RENS 092-009463

WATER WELL CONTRACTOR
LICENSE for:
WATER WELL CONTRACTOR

Alteration of this certification shall result in legal action.
This certification issued under authority of state of Illinois Department of Public Health

If you have any questions, please contact the Private Water Well Program at (217) 782-5830.

MUNICIPAL
WELL & PUMP

CORPORATE RESUME

History - MUNICIPAL WELL & PUMP was established as a corporation in the State of Wisconsin in July 1984. In 1992 Milaeger Well & Pump joined forces with the Municipal Well & Pump to provide additional expertise going back to 1916. The company was purchased by Midwest Well Services, Inc. in September 2000, but continues to operate under the Municipal Well & Pump name. In 2005, the company purchased Pumpstation Professionals which expanded our services in the golf course and pump station controls market. In 2016, we purchased Peerless Well & Pump in Dubuque, IA expanding our geographic territory further into Iowa, Illinois, and southwestern Wisconsin. Peerless is a subsidiary of Midwest Well Services, Inc. Total Corporate Sales in 2023 were $25,912,800 as compared to $10,352,000 just 7 years earlier in 2016. MWP is an employee-owned company.

Services - The firm primarily engages in well construction, well rehabilitation, well pump repairs and installation, well testing, pump station controls, and water quality testing. Municipalities and large industries throughout Illinois, Iowa & Wisconsin comprise most of MWP's customers, with some customers in Indiana, Minnesota and Michigan as well.

Equipment available for performing various drilling and pump servicing operations includes:

- 12 pump rigs/cranes with ratings from 8 tons to 55 tons
- 16 service trucks with cranes rated from 5,000lbs to 7,500lbs.
- 2 Foremost DR24HD dual rotary drill rigs
- 3 cable tool drilling rigs ranging in size from BE28L to BE36L
- 1 Aries Water-well Televising System installed in a Mercedes Sprinter van & 1 Explorer Televising System
- Plus, approximately 50 pieces of support equipment

For a complete listing of all equipment, please see the attached Equipment List.

Facilities - The Corporation operates in a 26,000 square foot modern shop and office facility located in Waupun, Wisconsin. In addition to the building is approximately 6 acres of hard surface storage yard and staging area. We also maintain a 2nd shop facility in Peosta, IA built new in 2023.

Crews - Municipal Well & Pump runs 8 full-time pump crews and 2 full-time drilling crews. Peerless Well & Pump runs 3 full-time pump crews out of Peosta, IA.

- Our Pump crews are led by Andy Klemme (28 years), Robert Kooima (16 years) and Wes Derksen (21 years). All of our crews have received hands-on training in all aspects of well and pump servicing. Well pumps of up to 1,000 horsepower and 1,200 feet in depth have been installed and serviced by our crews. All operators are licensed pump installers.
- Our Drilling crews are led by Mason Rens (18 years) and Leif Steuck (35+ years). In addition to drilling large diameter wells with depths up to 1,750 feet, they are also experienced with reverse circulation, "barber drilling" and open hole mud drilling. Both are also experienced well and pump service technicians.

Safety – Municipal Well & Pump takes safety seriously and strives for "zero accidents" at all times. We are an active member of ISNetWorld and Avetta which monitors all our OSHA records, EMR results and Safety policies for various clients. Our Drug and Alcohol program is managed by DISA for both FMCSA and DCCHA/NASAP consortiums.

Bonding - Municipal Well & Pump is fully bondable for individual projects up to $7,500,000 and total projects to $12,000,000. Complete insurance coverage is in full force with limits of $2,000,000 Liability with a $9,000,000 Umbrella.

Summary - Municipal Well & Pump offers a complete spectrum of well and pump related services backed by professional and knowledgeable staff, supported by modern state of the art equipment. The overall progressive attitude of the corporation and its employees generate expert and cost-effective operations.

MAJOR CONTRACTS ON HAND

As of July 21, 2025

Name of Customer	Project	Contract	Percent Complete	Estimated Completion	Engineer / GC
Cary, IL	Well #6 Pull and Replace w/ TV	282,710	97%	August 2025	None
Slinger, WI	Well #7 Pump	114,970	84%	October 2025	Rohde Brothers
Lake in the Hills, IL	Well #11 Pull & Inspect	327,919	84%	November 2025	None
Loves Park, IL	Well #4 Pull & Rehab	253,680	71%	December 2025	None
Kaukauna, WI	Well #10 Pull & Replace	51,136	66%	November 2025	None
Burlington, WI	Well #9 Rehab	139,492	62%	September 2025	Donohue & Associates, Inc.
Sycamore, IL	Well #9 Rehab	255,093	58%	December 2025	None
Industrial Client, WI	New Well Construction	152,661	58%	October 2025	None
Madison, WI	Well #19	172,240	50%	August 2025	JF Ahern
Spooner, WI	Well #5 Rehab	48,000	37%	August 2025	None
Industrial Client, WI	Well #5 Pull & Install	179,590	34%	September 2025	None
La Salle, IL	New Well Construction	2,819,968	29%	March 2026	Donohue & Associates, Inc.
Industrial Client, WI	Well #2 Rehab	113,000	24%	November 2025	None
Industrial Client, MN	New Well Construction	300,348	17%	September 2025	None
Balsam Lake, WI	Well #3 Rehab	111,210	10%	September 2025	SEH
Germantown, WI	Well #12 Pump	76,850	9%	January 2026	Rohde Brothers
Industrial Client, MI	New Well Construction	415,640	2%	November 2025	GEI Consultants of Michigan, P.C.
Waunakee, WI	New Well #6 Construction	449,672	1%	December 2025	Strand Associates
Suamico, WI	Well #5 Construction	572,957	1%	January 2026	Ayres Associates
Mount Prospect, IL	Well #16 Rehab	490,090	1%	November 2025	Baxter & Woodman
Waterford, WI	Well #6 Construction	2,195,810	1%	September 2026	Baxter & Woodman
Kohler, WI	Meadow Valley Test Well	65,230	0%	November 2025	None
Industrial Client, IL	New Well Construction	698,372	0%	May 2026	None
Industrial Client, WI	Well #6 Booster Pumps	101,000	0%	April 2026	Ruekert & Mielke, Inc.

Total Current Backlog $ 10,677,652

List of References

Name	Contact	Telephone
	Illinois Municipal References:	
Village of Cary, IL	John Stein (jstein@caryillinois.com)	847-639-0003
City of East Peoria, IL	Dan Bridgwater (danbridgwater@cityofeastpeoria.com)	309-397-1043
City of Geneva	Mike Anderson (manderson@geneva.il.us)	630-327-7138
Village of Hoffman Estates, IL	Joe Nebel (Joseph.Nebel@Hoffmanestates.org)	847-882-9100
Village of Island Lake, IL	Patrick Stewart (patrick.stewart@voislk.com)	847-526-1954
City of La Salle, IL	Jeff Bumgarner (j.bumgarner@lasalle-il.gov)	815-228-6102
Village of Mount Prospect, IL	Matt Overeem (movereem@mountprospect.org)	847-870-5640
City of Oglesby, IL	Lance Greathouse (lgreathouse@testinc.com)	815-883-3639
City of Sycamore, IL	Matt Anderson (maanderson@cityofsycamore.com)	815-895-2992
	Wisconsin Municipal References:	
Eagle River Light & Water	Mike Sanborn (msanborn@erlw.org)	715-891-1669
Village of Elkhart Lake	Pat Zorn (pzorn@elkhartlakewi.gov)	920-876-2122
City of Green Lake, WI	Jason Carley (jcarley@ci.greenlake.wi.gov)	920-369-6406
City of Kaukauna, WI	Andy Vanden Heuvel (avandenheuvel@ku-wi.org)	920-858-9180
Village of Kewaskum, WI	Dennis Aupperle (daupperle@village.kewaskum.wi.us)	262-626-4310
Village of Port Edwards, WI	Jason Leverance (jason.leverance@portedwardswi.gov)	715-223-6615
River Falls Municipal Utilities	Dean Seemuth (dseemuth@rfcity.org)	715-209-0403
Village of Rothschild, WI	Rick Stoviak (rstoviak@rothschildwi.com)	715-302-0707
Waupun Utilities, WI	Steve Schramm (sschramm@waupunutilities.org)	920-324-7920
Village of Weston, WI	Josh Swenson (jswenson@westonwi.gov)	715-241-2637
	Engineer References	
AECOM	Dennis Saari (Verona, WI - 2013)	630-466-6700
Baxter Woodman	Eric Murauskas (Genoa, IL – 2020)	815-459-1260
CBS Squared, Inc.	Jon Strand (Greenville, WI 2018)	715-861-7428
C.E.S.	Dennis McMullen (Cherry Valley, IL – 2013)	815-547-8435
Chamlin & Associates	Mike Perry	815-228-9995
Clark Dietz	Ravi Jayaraman	262-657-1550
Davy Engineering	Jim Kochie	608-782-3130
Engineering Enterprises, Inc.	Stephen Dennison (Pingree Grove, IL - 2012)	630-466-6700
Fehr Graham & Associates	Adam Holder (Freeport & Lena, IL – 2012)	815-235-7643
Fehr Graham & Associates	Darin Stykel(Freeport & German Valley, IL – 2018)	815-235-7643
MG2A	Jim Earlywine (Godley, IL – 2009)	815-939-4921
MSA Professional Services – Baraboo	Rob Uphoff	608-356-2771
MSA Professional Services – Dubuque, IA	Nick Wagner (La Porte, IA – 2011)	815-777-9333
Ruekert & Mielke, Inc.	Chris Epstein	262-542-5733
Strand Associates, Inc.	Mike Forslund	262-542-5733
Strand Associates, Inc	Steve Kluesner (Fond du Lac 2013, 2017, 2018, 2019, 2020)	608-251-4843
Town & Country Engineering	Ben Heideman (Cross Plains – 2021)	608-273-3350

Equipment List

Pump Rigs	
2013	Kenworth T440 with Smeal R15 hoist
2011	Kenworth T370 with Smeal R12 hoist
2008	International 4400 with Smeal 12T hoist
2006	International 7600 with National 800D 23T crane
2005	International 4400 with Smeal R20 hoist
2002	International 4400 with Smeal 12T hoist
2001	International 4600 with Smeal R12 Hoist
2000	Peterbilt with Smeal R12 hoist
1996	Freightliner with Smeal R36 hoist
1991	GMC with Semco 8T hoist
	Peerless (Dubuque) Pump Rigs
2007	International 4400 with Smeal R15 hoist
2005	Sterling with Smeal R12 hoist

Drill Rigs	
2018	Foremost DR24HD on Kenworth T800 (w/tooling)
2023	Foremost DR24HD on Kenworth T800 (w/tooling)
	Bucyrus Erie 36-L Drill Rig, Diesel, skid mounted
	Bucyrus Erie 28-L Drill Rig, trailer mounted
	Bucyrus Erie 60-L Drill Rig, skid mounted

Service Trucks	
2023	Ford F650 – with 7,500 lb Crane, Welder & Tools
2021	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2019	Ford F650 – with 7,500 lb Crane, Welder & Tools
2017	Ford F550 – with 7,500 lb Crane, Welder & Tools
2017	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F650 – with 7,500 lb Crane, Welder & Tools
2016	Ford F550 – with 7,500 lb Crane, Welder & Tools
2015	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2013	Ford F550 – with 7,500 lb Crane, Welder & Tools
2012	Ford F550 – with 7,500 lb Crane, Welder & Tools
2020	Ford F250 – Service Truck

Support Equipment	
2014	Mercedes Sprinter 3500 - TV Van with Deep Hole Camera
2017	(2) Explorer Video Cameras (Portable)
2005	Kenworth W900 Flatbed
2013	Cable Spool Trailer
	AirShock Equipment with 1,500ft Hose Reel & Trailer
	John Deere 410K & Caterpillar 416C, 420D, & 420E IT Backhoes
	Forklifts (4)
	Trailers - various sizes (22)
	Pickups (15)
	Portable Water Towers (11) ranging from 2,500 to 5,000 gallons
	Various Compressors, Generators, Pumps, Etc

All equipment is maintained in good condition, all maintenance records are tracked electronically, and daily and annual inspections are completed and documented as required by the DOT.

Contracts Completed

Wisconsin Projects:

Name of Customer	Project Description	Contract Value	Completion Date
McFarland, WI	Test Well	$ 230,575	December 2024
Pewaukee, WI	Well #2 Rehabilitation	240,575	September 2024
Browns Lake, WI	New Well and Pump	553,720	July 2024
Prairie Du Sac, WI	Well #5 Construction	715,318	July 2024
Menomonee Falls, WI	Test Well Drilling	179,241	June 2024
Winneconne, WI	Wells #1 & #2 Pump & Booster Rehabilitation	158,830	May 2024
Industrial Client, WI	Fire Well & Pump	172,560	March 2024
Industrial Client, WI	Deep Well Repair	130,985	March 2024
Industrial Client, WI	4 New Wells & Pumps	779,349	January 2024
Grand Geneva Ski Hill	Well Construction	239,677	December 2023
Holmen, WI	Well #8 Pump	154,310	December 2023
Industrial Client, WI	Well #4 Rehabilitation	261,920	November 2023
Slinger, WI	Well #7 Construction	267,194	September 2023
Osseo, WI	Well #3 Canned Booster Pumps & Well Pump	185,050	August 2023
Weston, WI	Well #7 & #8 Construction	581,698	August 2023
Fort McCoy, WI	Wells #24 & #29 Rehabilitation	196,443	July 2023
Winnebago County, WI	Well #1 Pump Rehabilitation	177,603	July 2023
Cascade, WI	Well #3 Construction	185,913	June 2023
Spencer, WI	Well #7 Construction	177,272	June 2023
Waukesha, WI	Well #10 Pump Repairs	243,384	March 2023
Menomonee Falls, WI	Well #9 Rehabilitation	254,833	February 2023
Nekoosa, WI	Well #4 (Collector Well) Rehab	148,008	January 2023
Oconomowoc, WI	Well #8 Construction	494,572	January 2023
Oregon, WI	Well #6 Construction	422,506	November 2022
Bristol, WI	Well #3 Rehabilitation	227,392	September 2022
Cambria, WI	Well #5 Construction	426,752	April 2022
Jefferson, WI	Well #4 Rehabilitation	299,859	January 2022
Germantown, WI	Well #12 Construction	478,981	December 2021
State of Wisconsin/ Devil's Lake State Park, WI	New Well & Multiple Well Rehabilitations	232,957	July 2021
Madison, WI	Well #18 Rehabilitation	178,328	May 2021
Cross Plains, WI	Test Well #3	137,642	April 2021
Arlington, WI	Well #4 Construction	307,268	April 2021
Pioneer Estates – Grafton, WI	Well #5 Construction	226,452	October 2020
Verona, WI	Well #6 Construction	599,429	July 2020
New London, WI	Well #4 Replacement Construction	354,518	June 2020
Delevan, WI	Well #6 Rehabilitation	112,828	April 2020
Greenville, WI	Well #5 Construction	367,877	November, 2019
Cobb, WI	Well #4 Construction	274,663	August, 2019
Platteville, WI	Well #6 Construction	844,055	June, 2019

Contracts Completed

Illinois Projects:

Name of Customer	Project Description	Contract Value	Completion Date
Rockford, IL	Well #46 Construction	$ 2,559,001	July 2025
Yorkville, IL	Well #10 Construction	2,588,964	May 2025
Belvidere, IL	Well #11 Construction	1,380,138	January 2025
Marengo, IL	Well #9 Construction	1,044,411	December 2024
Elk Grove, IL	Well #9 Rehabilitation	444,480	September 2024
Polo City, IL	Well #5 Construction	827,943	August 2024
Crystal Lake, IL	Well #19 Construction	1,340,726	August 2024
Huntley, IL	Well #13 Construction	1,199,630	January 2024
Industrial Client, IL	Well #4 Construction	745,528	January 2024
Warrenville, IL	Well #13 Construction	353,713	December 2023
Geneva, IL	Well #6 Rehabilitation	134,878	November 2023
Pingree Grove, IL	Well #3 Construction & Pump Install	1,428,753	November 2023
Industrial Client, IL	Well #15 Construction	1,438,107	September 2023
Loves Park, IL	Test Well #7 Construction	322,396	September 2023
Crystal Lake, IL	Well #16 Pump Rehabilitation	362,409	May 2023
La Salle, IL	Well #13 Construction	707,205	May 2023
Mount Prospect, IL	Well #17 Rehabilitation	433,038	April 2023
Elk Grove, IL	Well #9 Rehabilitation	449,692	March 2023
Industrial Client, IL	New Well & Pump	410,509	February 2023
Industrial Client, IL	New Well & Pump	327,274	September 2022
Peru, IL	Well #5 Rehabilitation	133,490	January 2022
Frankfort, IL	Well #18 Construction	219,931	October 2021
Bishop Hill, IL	Well #2 Construction	389,583	April 2021
Cary, IL	Well #10 Rehabilitation	200,914	December 2020
Genoa, IL	Well #4 Modifications	158,812	October 2020
Grayslake, IL	Well #5 Construction	514,200	June 2020
Sycamore, IL	Well #6 Pump Repairs	165,235	February 2020
Gilberts Development, IL	Well 5 & 6 Construction	2,214,000	January 2020

Other State Projects:

Name of Customer	Project Description	Contract Value	Completion Date
Industrial Client, MI	Well #4 Testing	131,016	September 2021
North Liberty, IA	Well Construction Rehab – 2 Wells	825,774	May 2018
Industrial Client, IA	Well #3 Reconstruction	244,800	January 2018
Lanesboro, MN	Turbine Pumps & Abandonments	116,798	December 2015
Eitzen, MN	Drilling of Well #4	180,695	November 2014

Municipal Well & Pump
Resume of Key Employees

Scott De Young – President
Scott joined Municipal Well and Pump in 2002 as CFO and became President in 2021. Prior to MWP, Scott worked for the Barnabas Foundation in Orland Park, IL as the Director of Finance and Administration. Prior to 2000, he was the Vice President of Finance and Operations for 2 different printing companies in Chicago since 1989. He also worked for 2 years in public accounting. Scott graduated from Trinity Christian College, Palos Heights, IL in 1987 with a B.S. in Accounting. Scott is a Certified Public Accountant.

Patrick Harrington – Executive Vice President/Senior Project Manager/Operations Manager
Patrick joined Municipal Well and Pump in December 2012 after working for Wisconsin Rural Water Association. He was promoted to his current role with Peerless Well & Pump in 2018. Patrick has worked closely with water utilities since 2004, first as a source water specialist then a trainer with WRWA. He has experience and expertise in groundwater and wells. In 1994, Patrick received a Bachelor of Science degree in Water Resources and Soil Science from the University of Wisconsin – Stevens Point and is currently working on a Master of Science degree in Environmental Science and Analysis at the University of Wisconsin – Green Bay. Patrick is a licensed Pump Installer in Iowa

Brian Brodersen, P.E. – Senior Project Engineer
Brian joined Municipal Well and Pump in December 2016 after nearly 23 years at Layne Christensen Company as a Design Engineer and Project Manager. He has extensive professional experience in the water industry that includes well rehabilitation, well construction, pump design, installation, and repair. Brian has Bachelor of Science and Master of Science degrees in Civil Engineering from the University of Wisconsin-Milwaukee. He is a licensed Professional Engineer in Wisconsin and holds a Wisconsin Pump Installer license and a Wisconsin Small System Operator license.

Andy Stelsel – Vice President/MWP Operations Manager
Andy started at Municipal Well and Pump in 2003 as an assistant in the field. He later became an operator and ran a crew. Andy is a Certified Water Operator in WI and operated many systems for Municipal Well and Pump from 2012 – 2020. Andy has an associate degree in marketing. In 2021, Andy took on the role of Operations Manager starting in April 2020.

Mark Mueller – Sales / Project Manager
Mark began working for Municipal Well and Pump in 2018. Prior to joining the team at MWP, Mark had 26 years of experience as a Water Chemistry Lab Director/Tech working at Suburban Laboratories Inc. and McHenry Analytical. He received his Bachelor of Science in Water Chemistry from University of Wisconsin-Stevens Point in 1992.

Chris Ferguson – Sales / Project Manager
Chris started at Municipal Well and Pump in March of 2021. Prior to joining the team at MWP, Chris worked at Midwest Contract Operations out of Menasha, WI for 4 1/2 years. Prior to Midwest Contract Operations, he worked with MSA Professional Services as an Environmental Technician for a little over a year. Chris graduated from UW Stevens Point in 2015 with a Bachelor of Science degree in Soil and Waste Resource Management. Chris is a licensed Wisconsin Advanced Certified Water and Wastewater Operator and Pump Installer with a strong background in troubleshooting equipment. He is trained in OSHA 40-hour HAZWOPER.

Tom Piscitello – Sales / Project Manager
Tom joined Municipal Well and Pump in 1996 as an assistant in the field. Two years later he became an operator and ran a crew. Tom has extensive knowledge in vertical turbine and submersible pump installations and well rehabilitation. As a senior operator, he has worked on some of the largest municipal and industrial projects in Wisconsin and Illinois. He took on the roll as Sales/Project Manager in 2023. He has a pump installers license in Wisconsin and Michigan.

Kurt Dix – Sales / Project Manager
Kurt joined Municipal Well and Pump in January of 2017. He began as an assistant in the pump division before moving to Pump Installer, and then to Project Manager. Kurt has 20+ years of experience in the construction industry, including several years servicing municipal and industrial well equipment. Kurt is a licensed Pump Installer in Wisconsin and is MSHA trained.

Ezra Pett – Project Manager
Ezra recently joined MWP in 2025 with 25 years of experience in the industry. Ezra comes to us from Headwater Company where he worked for 6 ½ years in sales support to well drilling / pump installation companies. Prior to that Ezra worked with Aqua Well & Pump for 17 years performing well drilling, well system maintenance and pump service and two years before that with another local well contractor as a pump installer from 2002 to 2004. Ezra is a licensed pump installer (25 years) and has training in water filtration, submersible and VHS motors, and electrical drives. Ezra has served as WI Pump & Water Suppliers Assoc (Vice President) and is on the DNR Water Well Advisory Board.

Jared Oosterhouse – CFO
Jared joined Municipal Well and Pump in 2024 as Chief Financial Officer with over 15 years of experience in finance and operations. Prior to joining MWP, Jared was a Director of Finance for two different national commercial general contractors and for a municipal

electric, water, and sewer utility. He started his career in public accounting and is a Certified Public Accountant. Jared holds a BS in Accounting and Management from Marian University.

AGREEMENT BETWEEN THE VILLAGE OF BARRINGTON AND MIDWEST WELL SERVICES, INC. d/b/a MUNICIPAL WELL & PUMP FOR REHABILITATION OF VILLAGE WATER WELL NO. 1

THIS AGREEMENT (hereinafter, the "Agreement" or the "Contract") is made this ___27th_____ day of _____August_____, 2025, by and between the VILLAGE OF BARRINGTON (hereinafter referred to as "Village") and MIDWEST WELL SERVICES, INC. d/b/a MUNICIPAL WELL & PUMP, Waupun, Wisconsin (hereinafter referred to as "Contractor/Vendor") to furnish all materials, supplies, tools, equipment, labor, and perform other services necessary to commence and complete the Work in connection with the purchase, installation, and testing of a water well pump for Village Water Well No. 1, the rehabilitation or replacement of the subject well pump of Village Water Well No. 1, and the video inspection of Water Well No. 1 (hereinafter referred to as "Project", the "Work", or the "Services") as set forth on the Contractor/Vendor's Proposal dated August 13, 2025 for an estimated minimum amount of $84,408.00 for repair of the existing well pump and related work and a possible additional cost of $46,690.00 for the cost of a new well pump and installation thereof if the existing pump cannot be re-used, at a not-to-exceed maximum cost in the aggregate of $130,898.00 if the existing well pump requires replacement (the "Contractor/Vendor's Proposal"), a copy of which Proposal is attached hereto as Exhibit A and thereby made a part hereof. This Agreement, the Contractor/Vendor's Proposal dated August 13, 2025, and any manufacturer's warranties on any materials supplied by the Contractor/Vendor shall all be part of the Contract Documents. In the event of any conflict between the Contractor/Vendor's Proposal and this Agreement, the provisions of this Agreement shall supersede, prevail, and control.

WITNESSETH:

In consideration of these premises and the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Contractor/Vendor agrees to and shall timely perform and fully complete the "Scope of Work" as set forth in the Contractor/Vendor's Proposal dated August 13, 2025, which is attached hereto and made a part of this Agreement as Exhibit A (the "Work" or the "Project").

2. Payment:

   A. Not to Exceed Payment: The Village agrees to pay the Contractor/Vendor as compensation for all Work required by this Agreement an estimated minimum amount of $84,408.00 and a not-to-exceed maximum amount of $130,898.00 ("Contract Price") as set forth on the Contractor/Vendor's Proposal. The minimum amount and maximum amount are determined based upon the costs of repairing the well pump and related equipment as compared to replacing the well pump and any related equipment.

   B. Invoices for Payments: The Contractor/Vendor agrees to and shall prepare and submit:
      - ☐ an invoice to the Village upon completion of and approval by the Village of the Work; or
      - ☒ invoices for progress payments to the Village as hereinafter set forth for Services completed to date. Invoices shall be prepared monthly and shall document the time/hours expended as the Work is completed to date by the Contractor/Vendor.

   C. Village's Compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.) (the "Act).The Contractor/Vendor understands, acknowledges, and agrees that the Village complies with the Act, which states that any invoice(s) approved by the Village for payment shall be paid within thirty (30) days after date of the Village's approval of the invoice. Notwithstanding any other provisions of any Contract Document, the Village shall not, in any manner, be considered to have accepted the Work, or any part thereof, or to have waived any claim related to such Work by making a final payment or by making any progress payment of any amount, where the Village determines that such Work, or part thereof, are defective, deficient, or not in conformance with the Contract Documents. This provision shall prevail and control over any other provision in the Contract Documents.

3. There is no Paragraph 3.

4. Contract Documents: The term "Contract Documents" means and includes, but is not limited to, the following, which are each attached hereto and thereby made a part hereof:
   A. This Agreement
   B. Scope of Work as stated in the Contractor/Vendor's Proposal dated August 13, 2025 (Exhibit A)
   In the event of any conflict between this Agreement and any other Contract Documents, this Agreement shall prevail, control, and take precedence over the terms and conditions set forth in any other Contract Documents.

5. Time is of the Essence; Dates of Commencement and Completion: Time is of the essence in this Contract. The Work to be performed under the Contract Documents shall commence no later than ____29th September___ ___, 2025 (hereinafter the "Commencement Date"), and shall be completed no later than _____January 19th_____, 2026 (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval the Village. If the Contractor/Vendor fails to complete the Work by the Completion Date, the Village shall thereafter have the right to have the Work completed by another independent contractor, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Contractor/Vendor for the Work and/or the right to recover any excess cost of completion from the Contractor/Vendor to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

6. Venue and Choice of Law: The parties herein agree that the venue for any and all disputes shall solely be in the county in which the Village's Village Hall is located. This Contract and all other Contract Documents shall be construed, interpreted, and governed in accordance with the laws of the State of Illinois.

7. Nonassignability: The Contractor/Vendor shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Contractor/Vendor or its surety from the obligations herein entered into by the same or change the terms of this Contract.

8. Notices: All notices required by the Contract Documents shall be given in writing and shall be served by one party to the other party via email (effective when transmitted), facsimile (effective when transmitted), personal delivery (effective when delivered), commercial overnight delivery (effective when delivered), or by mail (effective when mailed).

9. Control and Inspection of Work or Services: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of Work, and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall be made after delivery. Final inspection, acceptance and/or rejection of the Work and/or Services, including but not limited to goods, materials, and/or equipment which are part thereof, shall not impose liability on the Village for Work, and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected Work and/or Services until and unless fully corrected and/or replaced by the Contractor/Vendor as determined by the Village. All Work or Services performed by the Contractor/Vendor shall be done in conformance with the Contract Documents.

10. Permits and Licenses: The Contractor/Vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the Project and all related Work as contemplated by the Contract Documents.

11. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

    A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Contractor/Vendor's work or services provided

pursuant to this Contract shall be reported to the Village and resolved by the Contractor/Vendor and/or its agent in a timely manner.

B. Within three (3) business days after receipt by Contractor/Vendor of an initial written or verbal notice of any such incident, claim, or complaint, the Contractor/Vendor shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Contractor/Vendor's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Contractor/Vendor and/or by the Contractor/Vendor's insurer or agent.

C. Within ten (10) business days after the Contractor/Vendor's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Contractor/Vendor or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Contractor/Vendor and/or its agents to date toward the resolution of such incident, claim or complaint.

D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Contractor/Vendor or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Contractor/Vendor not less than monthly until such incident, claim, or complaint is fully resolved.

E. The Contractor/Vendor or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Contractor/Vendor receives its initial verbal or written notice of such incident, claim, or complaint.

12. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Work under the Contract Documents, Contractor/Vendor shall supply to the Village certificates of insurance as specified below, provided, however, these insurance requirements shall not be applicable to any Contract which is only for the purchase of goods by the Village, but which does not include the installation thereof by the Contractor/Vendor. Contractor/Vendor shall not start the Work under the related Contract until Contractor/Vendor has obtained all insurance required under this Paragraph 12, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:
Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Barrington and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04 13.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Contractor/Vendor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in

connection with the performance of the Work hereunder by the Contractor, its employees, subcontractors, and other agents, and:

(i) Commercial General Liability:

(a) $1,000,000 combined single limit per occurrence for bodily injury, and property damage and $1,000,000 per occurrence for personal injury. The general aggregate shall be $2,000,000.

(b) The Village of Barrington, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Contractor's/Vendor's work, including activities performed by or on behalf of the Contractor/Vendor; products and completed operations of the Contractor/Vendor; premises owned, leased or used by the Contractor/Vendor, or automobiles owned, leased, hired or borrowed by the Contractor/Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Barrington and its officers, officials, employees, agents and/or volunteers.

(c) The Contractor/Vendor's insurance coverage shall be primary and non-contributory as respects the Village of Barrington and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Barrington and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Contractor/Vendor's insurance and shall not contribute with it.

(d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Barrington and/or its officers, officials, employees, agents and/or its volunteers.

(e) The Contractor/Vendor's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Contractor/Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Contractor/Vendor shall be required to name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as additional insureds.

(g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

(h) The Contractor/Vendor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Barrington, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

(ii) ☐ Owners and Contractors Protective Liability (OCP) Policy: The OCP Policy shall name the "Village of Barrington, and its officers, officials, employees, agents and volunteers" as insured or as additional insured and shall include coverage of $1,000,000 combined single limit per occurrence for bodily injury and property damage; (Required for large construction projects; applicable if box is checked)

(iii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": $1,000,000 combined single limit per accident for bodily injury, and property damage and $1,000,000 per occurrence for personal injury.

(iv) Workers' Compensation insurance as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of $500,000 per accident:

(a) The insurer shall agree to waive all rights of subrogation against the "Village of Barrington, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Contractor/Vendor for the Village.
(b) NCCI Alternate Employer Endorsement (WC 00 03 01 A) in place to insure that workers' compensation coverage applies under Contractor/Vendor's coverage rather than under the coverage of the Village of Barrington, and/or of its officers, officials, employees, agents and/or its volunteers (if the Village of Barrington, its officers, officials, employees, agents and/or its volunteers are borrowing, leasing or in day to day control of Contractor/Vendor's employee).

(v) ☐ Builder's Risk Property Coverage with "Village of Barrington" named as the loss payee: insurance shall be provided against "all risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded) on a completed replacement cost basis;
(Required for a general contractor on a building construction project; applicable if box is checked)

(vi) ☒ Environmental Impairment/Pollution Liability Coverage: $1,000.000 combined single limit per occurrence for bodily injury, property damage and remediation costs, including but not limited to, for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants; and
(Required if the project involves an exposure to or risk of environmental impairment and/or pollution liability from a worksite; applicable if box is checked)

(vii) Umbrella Policy: If the general aggregate limit for Commercial General Liability coverage provided is less than $2,000,000, pursuant to Section 12(B)(i) above, then a $1,000,000 Umbrella Policy shall also be provided, which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Barrington.

D. All Coverages

(i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
(a) Allowing work by Contractor/Vendor or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
(b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
(ii) Each insurance policy required shall have the Village of Barrington expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
(iii) When requested by the Village Manager, or his designee, Contractor/Vendor shall promptly provide the

respective original insurance policies for review and approval by the Village Manager, or his designee.

E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

F. Verification of Coverage: Contractor/Vendor shall furnish the Village of Barrington with certificates of insurance naming the "Village of Barrington, its officers, officials, employees, agents and volunteers", as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13. The Village reserves the right to request full certified copies of the insurance policies and endorsements.
☐ If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

G. Subcontractors: Contractor/Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability: Contractor/Vendor assumes liability for all injury to or death of any person or persons including employees of the Contractor/Vendor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.

I. Village May Rely on Its Membership in a Self-Insured Risk Pool: Notwithstanding any other provision in any contract document, the undersigned herein agree that the Village, at its own option, may satisfy its obligation to purchase any insurance required of the Village through its membership in a self-insured risk pool. The rights of the Village as a member of a governmental self-insurance pool are intended to and shall constitute full satisfaction for any of the insurance required of Contractor/Vendor to be maintained by the Village.

J. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Contractor/Vendor shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Contractor/Vendor remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.

K. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Contractor/Vendor or any subcontractor of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Contractor/Vendor or any subcontractor of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Contractor/Vendor and all subcontractors of any tier stating that all the required insurance is in force. The Contractor/Vendor agrees that the obligation to provide the insurance required by this Agreement or any of the contract 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. Contractor/Vendor shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subcontractor incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.

L. Liability of Contractor/Vendor and Subcontractor is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Contractor/Vendor or the liability of any subcontractor of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Contractor/Vendor, or any subcontractor's interest or liabilities, but are merely required minimums. The obligation of the Contractor/Vendor and every subcontractor of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Contractor/Vendor or any subcontractor's insurance.

M. Notice of Bodily Injury or Property Damage: The Contractor/Vendor shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.

N. Updated Proof Required: The Contractor/Vendor agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.

O. Safety/Loss Prevention Program Requirements: The Contractor/Vendor shall provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and is continuing. Evidence of completed employee safety training shall be provided to the Village and approved by the Village Manager, or his designee.

P. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the contract documents contradict this Paragraph 12, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

13. Indemnity:

A. To the fullest extent permitted by law, the Contractor/Vendor hereby agrees to defend, indemnify and hold harmless the Village, its elected and appointed officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Village, its elected and appointed officials, employees, and agents caused by the performance of the Work by the Contractor/Vendor, its employees, or subcontractors; the Contractor/Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village, its elected and appointed officials, employees or agents, in any such action, the Contractor/Vendor shall, at its own expense, satisfy and discharge the same.

B. Contractor/Vendor expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Contractor/Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

C. Contractor/Vendor further agrees that to the extent that money is due the Contractor/Vendor by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Contractor/Vendor, its officers, directors,

employees and subcontractors (collectively, Contractor/Vendor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.

E. Neither the Village nor the Contractor/Vendor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence, or for the acts of their respective officers, trustees, employees and/or agents.

F. The provisions of this Paragraph 13 shall survive any termination of the Contract.

14. No Conflicts of Interest: The Contractor/Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor/Vendor, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.

15. Compliance with Laws: Contractor/Vendor shall comply with all federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Contractor/Vendor shall 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 or which may be in effect during the performance of the Work. Included within the scope of the laws, regulations, and rules referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act ("OSHA"); Illinois Department of Labor (IDOL"), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers' Compensation Laws, the Employment of Illinois Workers on Public Works Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Contractor/Vendor if requested by the Village.

16. Equal Employment Opportunity: The Contractor/Vendor shall be required to comply with the President's Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order are explained in 41 CFR 60-4. The Contractor/Vendor shall also comply with the Illinois Human Rights Act. The Contractor/Vendor shall fully comply with all applicable provisions of the Illinois Human Rights Act.

17. Certifications: By the execution of this Agreement, the Contractor/Vendor certifies that: (1) the Contractor/Vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Contractor has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Contractor shall provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Contractor has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Contractor is not and/or was not barred from bidding on this contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).

18. Prevailing Wage Act Notice [Check box that applies]:

☐ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does not apply to this Contract.

☒ The Illinois Prevailing Wage Act (820 ILCS 130/01, et seq.) does apply to this Contract.

This Contract 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"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate

of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("IDOL") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The IDOL may revise the prevailing wage rates from time to time and the contractor/subcontractor has an obligation to check the IDOL's website for revisions to prevailing wage rates and comply with the most current prevailing wage rates. For information regarding current prevailing wage rates, please refer to the IDOL website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties, including but not limited to the filing of monthly certified payrolls on IDOL forms. The Contractor/Vendor shall also pay prevailing wages at rates not less than those prevailing under Davis-Bacon Wage Act Provisions as determined by the U.S. Department of Labor to all laborers, workmen and mechanics performing work under this Contract, if such Act is applicable, and, in such event, the more restrictive (i.e., higher) prevailing wage requirements shall be applicable.

19. Warranty and Guarantee: In addition to any manufacturer's warranty(ies) on materials, parts and/or equipment to be supplied pursuant to the Contract Documents, the Contractor/Vendor warrants and guarantees that for a period of one (1) year from the date of substantial completion of the Project that the completed Project shall be free from all defects and deficiencies due to faulty equipment, materials or workmanship, and/or because they do not comply with the Contract Documents, and the Contractor/Vendor shall promptly correct, repair, and/or replace any and all such equipment, materials and/or Work which has been determined by the Village to be defective, deficient, and/or not in compliance with the Contract Documents including, but not limited to, the repairs of any resulting damage to other parts of the Project. In the event that the Contractor/Vendor should fail to make such correction(s), repair(s), and/or replacement(s) ("remedial work") that the Village has determined to be necessary to remedy such defects, deficiencies, and/or non-compliance with the Contract Documents, the Village may do so, and the Contractor/Vendor shall be liable for all damages as provided by law, including but not limited to any costs incurred by the Village for any such remedial work. The Performance and Payment Bond, if one is applicable, shall remain in full force and effect through the warranty/guarantee period.

20. Standard Specifications:

    A. All Work performed by Contractor/Vendor that is associated with the fulfillment of this Agreement and/or the related Purchaser Order/Contract shall conform to the terms of the latest edition of the Illinois Department of Transportation ("IDOT") Standard Specifications for Road and Bridge Construction where this document is otherwise silent. The applicable Standard Specifications, as herein specified, shall apply to all work and materials performed under this Contract unless revised by the Specifications, also herein included as part of the Contract Documents.
    B. Through the course of the Project, the Contractor/Vendor shall be responsible for the maintenance of traffic through and around the zone of work consistent with Section 648 of the IDOT Standard Specifications for Road and Bridge Construction. The cost for this activity shall be considered incidental to the cost of the improvement.
    C. All traffic control measures employed during the term of this contract shall be in accordance with the applicable sections of the IDOT Standard Specifications, the Supplemental Specifications, and the "Illinois Manual Uniform Traffic Control Devices for Streets and Highways".

21. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Contractor/Vendor and its subcontractors agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Project and/or Work, which is the subject of the Contract Documents, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the sole property of the Village. The Contractor/Vendor and its subcontractors further warrant to the Village that they have the legal right to convey said Project

Documentation to the Village. The Work contemplated by the Contract Documents shall not be considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Contractor/Vendor, but the Village agrees to waive any claim against the Contractor/Vendor arising from any unauthorized reuse or modification of the Project Documentation.

22. Contractor/Vendor is an Independent Contractor: It is mutually understood and agreed that the Contractor/Vendor shall have full control of the ways and means of performing the Work referred to above and/or which is the subject of this Agreement and the related Contract and that the Contractor/Vendor or his/its employees, representatives or subcontractors are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Contractor/Vendor and any party employed by the Contractor/Vendor bears the relationship to the Village of an independent contractor.

23. Village Confidential Information:
    A. Contractor/Vendor warrants that it shall not disclose, use, sell, rent, trade, or otherwise provide Village Confidential Information to any person, firm, or entity for any purpose outside of the specific purposes of the Contract Documents, except as necessary to comply with applicable State or Federal laws.
    B. The provisions of this Paragraph 23 shall survive any termination of the Contract.

24. Permitted Hours of Work: All construction activity is limited to a ten (10) hour period from 7:00 A.M. until 5:00 P.M. on weekdays. Saturday work is permitted after 8:00 A.M. until 5:00 P.M., provided that the Contractor/Vendor has made prior arrangements with representatives of the Village. No work shall occur on Sundays or Holidays.

25. Restoration of Work Site: The Contractor/Vendor shall be obligated to remove all debris from the Work site at the Contractor's/Vendor's expense. The Contractor/Vendor shall, at its sole cost and expense, as part of the Work required by this Agreement and the related Contract, replace and restore any grass, vegetation or plantings disturbed or removed by the Contractor/Vendor, to their condition before the performance of the Work, and such removal shall only occur after approval in advance in writing by the Village's designee. Without limiting the generality of the foregoing, the Contractor/Vendor shall be obligated to: (1) re-grade and re-seed the ground surface, (2) replace any damaged vegetation, other than trees and bushes removed pursuant to the authority of the Village's designee, with new plantings of good health and quality with species consistent with the recommendation of the Village's designee, and (3) repair any damage to any paved surfaces disturbed by the Work. While the Work is in progress and until all required restoration work is completed, the Contractor/Vendor shall comply with customary and usual initial erosion practices consistent with good engineering procedures and the requirements of all applicable ordinances.

26. Right to Alter Plans and Scope Reserved: The Village reserves the right to alter the plans, extend or shorten the improvements, add to the Work as may be necessary, and increase or decrease the scope and/or quantity of the Work, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Work in its entirety for any reason.

27. Arbitration Deleted from Contract Documents; No Attorneys' Fees: Any provision in the Contract and any other Contract Documents referring to the submission of claims or disputes to arbitration shall herein be deleted. Notwithstanding anything contained in the Contract and any other Contract Documents to the contrary, it is the intent of the parties that arbitration is a remedy which shall not exist under the Contract and any other Contract Documents, and no party shall be entitled to recover attorneys' fees or court costs in any action to enforce or interpret this Agreement and the related Contract Documents.

28. Duration: This Contract shall be in effect from the date of this Contract until the completion of the Work, but the obligations of the Contractor/Vendor under the Paragraphs 13 and 23 hereof shall continue after such termination.

29. Advertisement: The Contractor/Vendor is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

30. Amendments: No agreement or understanding to modify the Contract or the related Contract Documents shall be binding upon the Village unless such amendment is in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Contractor/Vendor with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.

31. Termination: The following shall constitute events of default under this Agreement and the related Contract: a) any material misrepresentation made by the Contractor/Vendor to the Village, b) any failure by the Contractor/Vendor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in the Contract due to a reason or circumstance within the reasonable control of the Contractor/Vendor, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due (i.e., by the Completion Date) to a reason or circumstance within the Contractor's/Vendor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Village, (iv) failure to promptly re-do or re-perform within reasonable time the services that were rejected by the Village as erroneous or unsatisfactory, (v) failure to comply with a material term of this Contract, (vi) failure of the Contractor/Vendor to completely furnish the contracted goods or services to the Village within the time period specified by the Contract Documents; (vii) any breach or violation of Contractor/Vendor or its employees, or agents, of its obligations under the Village Confidential Information provisions of Paragraph 23 of this Agreement; and (viii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination for cause. At least ten (10) days prior to the date that the Contractor/Vendor shall be declared in default of the Contract, the Village shall give written notice by certified mail to the Contractor/Vendor. This notice shall state the reasons that the Contractor/Vendor is being declared in default of the Contract. Failure by the Contractor/Vendor to correct the stated deficiencies within the notice period shall result in the Contractor/Vendor being declared in default of the Contract. Issuance of the notice by the Village shall be an indication of the intentions of the Village to take the work out of the hands of the Contractor/Vendor and to hire others to complete the defaulted work. Upon default, the Contractor/Vendor shall be liable for all damages sustained by the Village as provided by law as a result of such default, including but not limited to all costs incurred by the Village to fully complete all the work specified in the Contract Documents and all expense of every kind incurred by the Village in remedying any defect(s) and/or deficiency(ies), or failure by the Contractor/Vendor to conform to the Contract Documents and any such costs incurred by the Village may also be paid by the Village out of such monies as otherwise may be due or otherwise may become due to said Contractor/Vendor pursuant to the Contract Documents.

32. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.

33. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.

34. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

35. No Third Party Beneficiaries: The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

36. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.

37. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONTRACTOR/VENDOR:
MIDWEST WELL SERVICES, INC.
d/b/a MUNICIPAL WELL & PUMP

By: _____
[Name] Jared Oosterhouse, CFO / Treasurer
Its Authorized Agent

VILLAGE OF BARRINGTON

By: _____
Michael Moran, Village President

ATTEST: _____
James P. Dillon, Village Clerk

EXHIBIT A

Scope of Work (Contractor/Vendor's Proposal) dated August 13, 2025