



BHMg Engineers, Inc.

9735 Landmark Parkway Drive  
Suite 110A  
St. Louis, MO 63127

Mr. Blake Toliver

July 18, 2024

City of Rochelle, IL

Ref: 3219 – Westview Drive UG

Dear Mr. Toliver,

The city received competitive bids for constructing the Westview Drive UG project on July 9, 2024 at 2 p.m. A total of two (2) bids were collected and received on time. A summary of bids is shown below:

Contractor	Base Price	Clarifications
JF Electric	\$1,719,565.00	Yes
Tri-City Electric Co.	\$1,695,520.00	Yes

The bid from Tri-City Electric was the apparent low bid for Specification 3219K001 which included some clarifications and exceptions, but none of which should impact it being the low bid. The bid does include material escalator language due to the actively changing material pricing. It is important to note that JF Electric’s bid was originally \$1,623,655, but that did not include any of the transformer pricing. On July 17, 2024, they followed up with the transformer pricing at \$95,900 which brings the total base bid to the amount in the table above. Tri-City Electric Co. companies have a good list of reference completed projects and have completed projects in Rochelle, IL. The company appears to be in good standing and employs certified and trained craftsmen.

The Tri-City Electric Co.’s bid is higher than the engineers estimate for the project of \$666,000 completed on 04/13/23. While both bids are high, they are very close which could reflect new market pricing and the volatility in material and installation pricing. Assuming Rochelle Municipal Utilities will still view this project a priority even with the bid price higher than expected, BHMg recommends awarding the contract to Tri-City Electric Co. for the installation with it being the low bid.

With the city’s approval, release, and financial approval, BHMg will assist with issuing contract documents. Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely,

**Chris Couch**  
Assistant Project Manager

[bhm.com](http://bhm.com)  
636.296.8600

Enclosures: Bid Tab, bids



**3219 K001 Rochelle Municipal Utilities - Westview Drive UG - Installation Contract**

BIDDERS / PROPOSALS	JF Electric	Tri-City Electric Co.	UUSCO	Utility Dynamics Corp
BID SECURITY	5%	5%		
Furnish the Goods & Special Services for the Equipment Purchase	\$1,623,665.00	\$1,695,520.00	<b>No Bid</b>	<b>No Bid</b>
PROJECT COMPLETION TIME - PROPOSAL 1	2/28/2025	2/28/2025		
	✓ Registered Bidder	✓ Registered Bidder	✓ Registered Bidder	✓ Registered Bidder
	✓ Non-Collusion Affidavit	✓ Non-Collusion Affidavit	Non-Collusion Affidavit	Non-Collusion Affidavit
	✓ Bid Bond	✓ Bid Bond	Bid Bond	Bid Bond
	Bid Form	Bid Form	Bid Form	Bid Form
	Any other documents as required by the specification	Any other documents as required by the specificaton	Any other documents as required by the specificaton	Any other documents as required by the specificaton
<b>BHM ENGINEERS, INC.</b> Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127		<b>Rochelle Municipal Utilities</b> <b>Westview Drive UG</b> <b>Installation Contract</b> <b>Bids Received 07/09/2024, 2:00 p.m.</b>		<b>Bid Opening Witnesses:</b>  City: _____  BHM: _____



**3219 K001 Rochelle Municipal Utilities - Westview Drive UG - Installation Contract**

<b>BIDDERS / PROPOSALS</b>	<b>BBC Electric</b>		<b>IHC Construction Companies, LLC</b>					
<b>BID SECURITY</b>								
Furnish the Goods & Special Services for the Equipment Purchase	<b>No Bid</b>		<b>No Bid</b>					
<b>PROJECT COMPLETION TIME - PROPOSAL 1</b>								
	✓	Registered Bidder	✓	Registered Bidder	✓	Registered Bidder	✓	Registered Bidder
		Non-Collusion Affidavit		Non-Collusion Affidavit		Non-Collusion Affidavit		Non-Collusion Affidavit
		Bid Bond		Bid Bond		Bid Bond		Bid Bond
		Bid Form		Bid Form		Bid Form		Bid Form
		Any other documents as required by the specification		Any other documents as required by the specification		Any other documents as required by the specification		Any other documents as required by the specification
<b>BHM ENGINEERS, INC.</b> Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127			<b>Rochelle Municipal Utilities</b> <b>Westview Drive UG</b> <b>Installation Contract</b> <b>Bids Received 07/09/2024, 2:00 p.m.</b>			<b>Bid Opening Witnesses:</b>  City: _____  BHM: _____		

**BID FORM**  
Table of Articles

<u>Article</u>	<u>Article No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	2
Bidder's Representations .....	3
Further Representations .....	4
Basis of Bid .....	5
Time of Completion .....	6
Attachments to this Bid .....	7
Defined Terms .....	8
Bid Submittal .....	9

**This Bid is submitted by:** Tri-City Electric Company of Iowa

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3219 K001**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/13/2024</u>
<u>2</u>	<u>6/27/2024</u>
<u>N/A</u>	<u>N/A</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations,

explorations, tests, studies and data concerning conditions (surface,

subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation replacement, all as detailed in the specifications and drawings.

The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.

Bidder will complete the Work in accordance with the Contract Documents including **Allowance No. 1** for the following price(s):

<b>Base Bid Price: \$ 1,620,520.00</b>
<b>Allowance: \$75,000.00</b>
<b>Total Bid Price: \$ 1,695,520.00</b>

5.02 Allowances

A. General

- 1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

- 1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.
- 2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.
2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
  - a. Allowance No. 1 – Include the stipulated sum of **\$75,000.00** for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in July 2024, the project shall meet the proposed schedule below:

- |  |            |
|--|------------|
| • Mobilization:                              | 10/15/2024 |
| • Below Grade Conduit Installation Complete: | 11/18/2024 |
| • Install Cable and Transformers:            | 12/02/2024 |
| • Customer Transition:                       | 12/23/2024 |
| • Removable of Existing Assets:              | 01/31/2025 |
| • Final Completion:                          | 02/28/2025 |

6.02 Long lead time materials can be provided by City to not delay construction schedule if needed, and then contractor would replenish any material used by City once long lead time materials arrive.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

- A. This Document, Completed Bid Form
- B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- C. Non-Collusion Affidavit
- D. Qualifications

- E. Addenda, if issued
- F. List of Proposed Subcontractors, if applicable.
- G. List of Proposed Suppliers, if applicable.

**ARTICLE 8 – NOT USED**

**ARTICLE 9 – DEFINED TERMS**

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

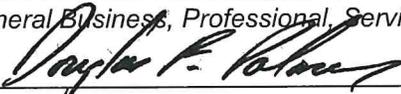
**ARTICLE 10 – BID SUBMITTAL**

10.01 If this Bid is submitted by a Corporation:

Corporation Name: Tri-City Electric Company of Iowa

State of Incorporation: Iowa

Type: General Business  
*(General Business, Professional, Service, Other)*

By:   
*(Signature – attach evidence of authority to sign)*

Name: Douglas F. Palmer

Title: President  
(Corporate Seal)

Attest:   
*(Signature of Corporate Secretary) Brandon Richman, Secretary & C.F.O.*

Business Address: 6225 N. Brady Street  
Davenport, IA 52806

Phone: 563-322-7181

Email Address: bid@tricityelectric.com

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: N/A  
N/A  
State in which organized: N/A  
By: N/A  
*(Signature – attach evidence of authority to sign)*  
Name: N/A  
Business Address: N/A  
N/A  
Phone: N/A  
Email: N/A

END OF SECTION



**CONFIDENCE DELIVERED.®**

Electrical Construction  
Residential Services  
Renewable Energy  
Power Testing Solutions  
Engineering & Integration  
Electrical Services  
Structured Cabling  
Security Solutions  
Telecommunications  
Audio/Visual  
Drone Services  
IT Solutions  
6225 N. Brady Street  
Davenport, IA 52806  
telephone 563.322.7181  
fax 563.322.1643  
www.tricityelectric.com

10-11-2023

To whom it may concern,

As support for the President Doug Palmer's authority to sign on behalf of and bind Tri-City Electric Co, I'm providing part of the company's bylaws below. If you need additional information, please contact me.

**Section 6. President.** The President shall be the principal operating officer of the Corporation, and, subject to the control of the Chief Executive Officer and Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Sincerely,

Brandon Richman  
Treasurer/Secretary and CFO  
Tri-City Electric Co  
brichman@tricityelectric.com  
(563)468-6165



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
  - 3.2. All Bids are rejected by Owner.
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Laura A Foust, Brian C Matlock, Michael F Wernsman, Joyce L Briggs, Aaron E Matlock, Seth W Doup, Stacy A Banfield, Meredith Morrow, Individually**

of Davenport, IA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of December, 2023.



WESTERN SURETY COMPANY

*Larry Kasten*

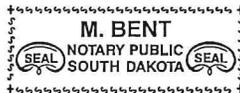
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of December, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of July, 2024.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

### Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF Iowa

COUNTY OF Scott

Brandon Richman, being first duly sworn, deposes and says that he is Secretary & C.F.O. \* (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed:   
Brandon Richman

Title: Secretary & C.F.O.

Subscribed and sworn to before me this 9th day of July 20 24

Seal of Notary:

  
Notary Public



\* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.



## **SECTION 00420**

### **Qualifications**

#### **PART 1 – GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Appointment of Counsel
- B. Pre-qualifications
- C. Bidder's Qualifications
- D. Certifications
- E. References
- F. Signatures.

##### **1.02 AWARD OF BID**

- A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.
- B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

#### **PART 2 – QUALIFICATIONS**

##### **2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT**

- A. Bidder has appointed Tom Osier - General Counsel, whose address is 1821 Ingersoll Ave., Des Moines, IA 50309, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

##### **2.02 PRE-QUALIFICATION**

- A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

### 2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.
- C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.
- E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

### 2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
  - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
  - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.
  - 3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

## 2.05 REFERENCES

- A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.
- B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.
- C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

## 2.06 SIGNATURES

Firm Name:	Tri-City Electric Company of Iowa
Federal Taxpayer Identification Number:	42-0569050
By:	
Title:	Douglas F. Palmer President
By:	
Title:	Brandon Richman Secretary & C.F.O.

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

## PART 3 – EXECUTION **NOT USED**

END OF SECTION



Tri-City Electric Co.  
Since 1895

# Project Experience

Below is a highlighted sample list of Substation related projects that have been completed:

## **Tipton Municipal, Generation Plant – Tipton, IA**

Substation Expansion - Conducted all project management, procurement, and installation of new 69KV substation and generator systems. New substation consists of (1ea) 69KV metering assembly, (3ea) 69KV disconnect switches, (1ea) 69KV substation breaker, (2ea) 69KV/12.47KV generator step up transformers, overhead aluminum bus bar, (12 section) 15KV rated paralleling switchgear, relaying and controls for (2ea) 2MW-12.47KV MTU generators. Existing sub was retrofitted from 35KV to 69KV rating, new sub was placed in the adjacent field location, and subs were connected by ACSR dead head structures. Supervised civil engineering contract to design and install the concrete foundation for the transformer pads, containment, and stanchion bases. Procured and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. This project required optimal coordination to integrate controls from sub to sub and switchgear to switchgear. There were (3ea) existing generators and (1ea) medium voltage switchgear in the original plant that had to be modernized and integrated with the new control system without losing city power.

## **Roquette America, Grain Processing – Keokuk, IA**

Substation and Infrastructure - Conducted all project management, procurement, and installation of a new 69KV substation addition, 35KV rated gas insulated switchgear, and redundant 15KV distribution systems. New 69KV substation addition consists of (2ea) 33 MVA transformers equipped with LTC & NGR, (2ea) Sets of 138KV shielded cables equipped with submersible Pfisterer cable terminations, (2ea) 69KV gang operated disconnect switches, (2ea) 69KV substation breakers, and (2ea) 69KV overhead bus stanchions. GIS and MV distribution system consist of (2ea) 12 section-Siemens gas insulated switchgear, (1ea) Switchgear control house with SCADA & HMI, (16ea) 6 section-G&W SF6 gas insulated switchgear enclosures, Continuous 15KV shielded cable pulls (no splicing allowed) ranging from 400' to 4,600' through cable tray on overhead pipe bridges and structures. Supervised civil engineering contract to design and install the concrete foundation for the transformer pads, containment, and stanchion bases. Procured and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. This project required optimal coordination to integrate substation controls and protection from existing switchgear to the new control enclosure without interrupting production valued at >\$0.5 Million of product and labor per short term interruption.

## **TransCanada, Natural Gas Pipeline**

CS-14 Substation Retrofit - conducted all project management and installation of the substation's upgrade from 35KV to 69KV. New 69KV equipment consists of (1ea) 20 MVA transformer, (1ea) gang operated disconnect switch, (1ea) Motor Operated Disconnect, (1ea) 69KV substation breaker, (2ea) substation bus assemblies, and (1ea) ACSR Deadhead structure. Supervised civil work and vacuum excavating to install concrete foundation for new equipment. Received and erected all galvanized structural steel assemblies. Managed quality control, acceptance testing, and commissioning for protection and controls. Provided quality manpower to meet project milestones despite continual exposure to blizzards and frozen soil.



Tri-City Electric Co.  
Since 1895

# Project Experience - continued

## **City of Tipton – Tipton, IA**

Rebuild the existing substation from 34.5 kV to 69 kV.

## **Western Illinois University - Macomb Campus, State of Illinois Capital Development Board**

Rebuild the existing substation prepare to transfer the campus in the future from 4,160 volts to 15 kV.

## **MidAmerican Energy – Colona Road Substation – Colona, IL**

Installation of underground duct banks, grounding, ground connections to fence, step potential mats. This was a new substation, not an existing energized substation.

## **MidAmerican Energy – 3M Substation – Cordova, IL**

Phase 1 – Installation of underground duct bank and grounding. Phase 2 – erection of two (2) capacitor steel structures, installation of two (2) capacitor banks, switches, insulators & installation, termination and testing of two (3) 3c runs of 15kV cable. This is an energized substation.

## **MidAmerican Energy – Bettendorf Substation 71 – Bettendorf, IA**

Installation of underground duct banks and grounding. This was an energized substation.

## **Unity Point/Trinity – Rock Island Substation Remodel – Rock Island, IL**

Project consisted of updating the facilities medium voltage infrastructure and distribution systems from 4160volts primary voltage to a 13,800-volt primary system. New medium voltage substations were installed to replace existing outdated switches and transformers. New primary feeds were routed through the existing hospital to the newly designated substation rooms. New substation transformers and medium voltage switches had to be carefully coordinated and installed precisely for proper weight distribution and space limitations. Installed transformers were fully tested and commissioned prior to planning scheduled cut overs. All work was completed without disruption to normal daily hospital operations.



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Electrical Services  
Residential Services  
Renewable Energy  
Power Testing Solutions  
Engineering & Integration  
Electrical Services  
Structured Cabling  
Security Solutions  
Telecommunications  
Audio/Visual  
Drone Services  
IT Solutions  
6225 N. Brady Street  
Davenport, IA 52806  
telephone 563.322.7181  
fax 563.322.1643  
www.tricityelectric.com

January 4, 2024

It is policy at Tri-City Electric Co. not to disclose the financial information of the company to outside parties. Enclosed is a letter from our bonding company which indicates the amount of bonding capacity we have with them. The bonding capacity we have with Western Surety Company a member of CNA Financial Corporation illustrates the financial strength of Tri-City Electric Co.

In addition, Tri-City Electric Co. has significant unused banking credit lines to support our operation. Please see the banking letter below from our financial institution. Should you have any questions or need additional information, please contact me.

Sincerely,

Brandon Richman  
Chief Financial Officer  
Ph.563.322.7181  
E-mail: brichman@tricityelectric.com

**Cynthia Fry**

Surety Underwriting Manager

Telephone: 630-719-6343

Email: [Cynthia.Fry@cnaSurety.com](mailto:Cynthia.Fry@cnaSurety.com)

January 4th, 2024

RE: Tri-City Electric Co. of Iowa – Davenport, IA

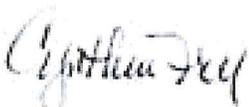
To Whom It May Concern:

We are writing to you at the request of Tri-City Electric Company of Iowa (“Tri-City Electric”). Tri-City has been a valued client of Western Surety Company since 2020. We have approved bonds for them covering jobs up to \$150 million and potential work programs of \$300 million. We continue to be confident in Tri-City Electric’s ability to perform and we recommend them for your favorable consideration.

Western Surety Company is a member of the CNA Financial Corporation, is listed on the U.S. Treasury Department’s Listing of Approved Sureties, enjoys a rating of A XIV in Best’s Rating Guide and is licensed to do business in all fifty states.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merits.

Very truly yours,





www.qcibt.com

People you can bank on.®

January 4, 2024

To Whom It May Concern:

Re: Tri City Electric Company of Iowa  
6225 N Brady Street  
Davenport, Iowa 52806

Please let this letter serve as confirmation that Tri City Electric Company of Iowa is a customer of Quad City Bank and Trust Company. They have been a customer of the Bank since September 2000. They have not had any overdrafts on their account, and they have maintained an average balance of mid (7) figures in their deposit accounts this past year. The Bank also has a credit line extended to them in the low eight-figures, and it currently has a zero (\$0.00) balance. The line of credit is secured. Tri City Electric has always handled their accounts "as agreed".

If you need additional information, please contact me at (563) 468-4421.

Sincerely,

*Michael Weipert*

Michael Weipert  
Vice President  
Commercial Banking

Member FDIC

2118 Middle Road  
Bettendorf, IA 52722  
Phone: 563.344.0600  
Fax: 563.344.0619

4500 North Brady  
Davenport, IA 52806  
Phone: 563.388.4780  
Fax: 563.388.4790

1700 Division Street  
Davenport, IA 52804  
Phone: 563.323.5960  
Fax: 563.323.5895

5405 Utica Ridge Road  
Davenport, IA 52807  
Phone: 563.459.0100  
Fax: 563.468.4490

3551 7th Street  
Moline, IL 61265  
Phone: 309.736.3580  
Fax: 309.743.7705



03/18/2021

To whom it may concern,

We had the pleasure of working with Tri-City Electric on a project in Rock Falls, Illinois. The project consisted of a 34.5kv to 13.8kv distribution electrical substation replacement, and co-located high speed diesel generation upgrades. The project was challenged with a tight schedule, limited space, and compounded with construction during the height of the coronavirus pandemic.

Tri-City was successful in completing the project on schedule and was able to do so in a safe and positive manor. The owner of the project was very satisfied with the project.

I would highly recommend Tri-City for similar utility projects.

Regards,  
**BHMGM Engineers, Inc.**

A handwritten signature in black ink, appearing to read "Jason F. Jackson", is written over the printed name below.

Jason F. Jackson, P.E.  
Project Manager

# City of Rock Falls Electrical Utilities

(A Municipally Owned Public Power System)

1109 Industrial Park Road  
Rock Falls, IL 61071-3161

Phone (815) 622-1145

Fax (815) 622-1149

To Whom it Concern

As the Electric Department Director of the City of Rock Falls, I am writing to recommend the services of Tri-City Electric Co.

The Electric Department used Tri-City to do a rebuild of Ave A Substation; it was a 6-million-dollar project with a timeline that had penalties to the City if not completed on time. Tri-City completed the job ahead of schedule, the employees of Tri City are professional and pay attention to the details of the job. They do an excellent job, are always punctual and offer the most competitive rates.

We look forward to using them on future projects for the Electric Department and within all City Departments. They have been very reasonably priced and always do exactly what we ask of them.

I am happy to recommend the services of Tri-City. If you have any questions, please feel free to contact me at 815-622-1145.

Sincerely,



Dick Simon

## Letter of Recommendation

I use Tri City Electric here at Roquette America extensively for High Voltage work. This includes 15kv thru 69kv Terminations at Transformers and Switchgear. Testing Transformers, Megger, Doble, TTR, and Oil testing with follow up Reports. We also have had them install Pfisterer Terminations on our 50MVA Transformers at the 69kv and 15kv Levels.

They test and repair the majority of our 480 volt Department Switches during Shutdowns, and in Emergencies they are always available. A report is always sent soon after the work is completed.

I have used them for work on programming Schweitzer Relays that we have at our Facility.

Tri City Electric has done a nice job on our Arc Flash Studies. They send a Report that includes recommended equipment replacement. The Arc Flash Labels are always made out and installed.

They also assist us continuously with new Projects. This includes Instrumentation, Motor Starters 480 volt thru 4160 volt, DCS, I/O, Heat Trace, Frequency Drives, running conduit, pulling wiring, and all types of control work.

We are using them currently to wire up Foxboro I/O Panels for our Plant Control System.

We use them to assist our Maintenance Department on large jobs and after hours call in, when we need help.

Recently Tri City Electric changed our Electrical Power Substation controls over from an old system to a new Siemens 15kv Gas Insulated Switch Gear system. This was a large job, and they dedicated many hours to this.

Tri City Electric does a nice job on everything I task them with.

Bill Ryland  
Electrical & Controls/  
Electrical Engineering  
[billy.ryland@roquette.com](mailto:billy.ryland@roquette.com)  
office: 319-526-2482  
cell: 319-795-9304



# Company History and Profile

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Tri-City Electric Co. was established in 1895 as an electrical contractor and supplier. Today ranked 32<sup>nd</sup> among the top electrical contractors<sup>1</sup> in the country, as well as a top-rated specialty contractor. Among areas of expertise, Tri-City Electric Co. provides 24-hour services in commercial and industrial electrical construction, renewable energy, power testing and preventative maintenance, engineering & integration, low voltage structured cabling, security cameras & card access, audio/visual, business telecommunications, electrical & residential services, IT solutions and drone services.

As one of the highest ranked electrical contractors in the country, Tri-City Electric Co. is a recognized leader in the following markets:

- commercial complexes
- educational facilities
- healthcare facilities
- governmental and municipal
- renewable energy
- residential complexes
- food processing facilities
- industrial plants

Throughout history, Tri-City Electric Co. has served customers in forty-five (45) states, two (2) US Territories and six (6) Countries. To best serve clients, Tri-City Electric Co. is headquartered in Davenport, IA, along with an office in Des Moines, IA. On average, Tri-City Electric Co. consists of 1,500 management staff and field personnel.

Tri-City and its Affiliates annual sales volume is at approximately \$337 million and have performed over \$1.8 billion in construction in the last five years. These projects have been for some of the most visible and complex industrial, healthcare, and institutional clients. The depth of our experience results in the greatest value for our customers through quality of services, cost control, project management and customer satisfaction.

<sup>1</sup> As reported by EC&M, The Top 50 Electrical Contractors, September 2023.



Tri-City Electric Co. is ranked 32<sup>nd</sup> among the top 50 electrical contractors in the country. The rating was received after evaluation of a self-reported survey based on total construction revenue and new contract revenue.

As reported by EC&M, The Top 50 Electrical Contractors, September 2023



Tri-City Electric Co.  
Since 1895

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## Company Services

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Tri-City Electric Co. offers multiple services because of customer demand for a contractor experienced in the following areas:

### Electrical Construction:

Substations, Transformers & Switchgear  
Equipment Relocation  
Building Lighting  
Power Distribution  
Grounding Systems  
Instrumentation  
Motor Controls  
Emergency Systems (UPS, Generators)  
Hazardous (Classified) Locations, Classes I, II, III, Divisions 1, 2  
Intrinsically Safe Systems  
Spray Application, Dipping & Coating Processes  
Caustic Areas  
Lightning Protection  
Heat Trace  
Energy Management  
Security Systems  
Life Safety Systems  
Intercom Systems  
Lighting Retrofits  
(5) LEED Accredited Professionals

### Power Testing

#### Solutions:

Infrared Scanning  
Ultrasonic Testing  
Harmonics Testing  
Power Quality Analysis  
Transformer Testing  
Switchgear Testing  
Rental, New & Rebuilt Switchgear

Acceptance Testing  
Site Surveys  
Power System Analysis  
Power Factor Correction  
Power Quality Solutions  
One-Line Diagram Updates  
Service on all OEM Equipment  
Renewal Parts  
Exchange Programs

### Engineering & Integration:

Industrial Power  
Distribution Engineering  
Arc Flash Calculation & Labeling  
Control Systems  
Automation Systems  
Computer Aided Design  
System Integration  
SCADA & HMI  
Programming & Configuration  
Variable Speed Drive  
Programming & Configuration  
Custom Panel Design & Fabrication  
Operator & Maintenance  
Training  
Start Up Services

### Electrical Services:

24-Hour Emergency Response  
Adds, Moves and Changes to Electrical Systems  
AutoCAD Documentation  
Energy Management Systems  
Green Initiatives  
Interior & Exterior Lighting Systems  
LED (Light Emitting Diode) Light Conversions  
Life Safety Systems  
Maintenance & Repair  
Parking Lot Light LED Conversions  
Parking Lot Monthly Maintenance  
Photo-eye and Time Clock Programming  
Residential/Commercial Power Generators  
Safety  
Scheduling  
Surveys & Inspections  
Troubleshooting  
Underground Locates  
UPS Systems  
Value Engineering  
VFD (Variable Frequency Drives)  
Installation & Programming  
Wireless Switches



Throughout our history, Tri-City Electric Co. has served customers in forty-five (45) States, two (2) US Territories and six (6) Countries.



# Company Services

## Continued

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Tri-City Electric Co. offers multiple services because of customer demand for a contractor experienced in the following areas:

### Renewable Energy:

Conceptual budgeting  
Construction management  
Electrical system design  
Underground collection installation  
Medium & low voltage Cable testing  
Underground collection & transmission line  
Vertical tower wiring  
Substation design & construction  
Interconnect purchase agreements  
Team of LEED® Accredited Professionals  
Scheduled inspection & maintenance  
Electrical refurbishment  
Procurement of materials and other services  
Emergency maintenance, repair and project completion support  
Commercial PV Systems  
Industrial PV Systems  
Utility Scale PV Systems  
On-Grid/Off Grid solutions  
Energy Audits  
PV System Design & Engineering  
Commissioning & Testing  
SREC's  
Solar operations & maintenance

Scheduled Inspection & Preventative Maintenance  
Aerial Thermal Inspections  
Emergency Maintenance and Repair  
Electric Vehicle (EV) Charging Station Design & Installation  
Solar project management  
Partnering  
Prime Contractor  
Subcontractor

### Structured Cabling:

Voice/Video/Data  
Adds/Moves/Changes  
Fiber Optics  
Local Area Networks  
Wireless Solutions  
Upgrades  
Modernizations  
Outside Plant  
Nurse Call Systems - Critical Alert, Pinpoint, and Quantum/JNL  
Testing & Certification  
Up to 25 Year Extended Product Warranties  
Documentation  
(3) BISC Registered Communication Distribution Designers (RCDD)

Authorized Business Partners and Certified Installers for both copper & fiber solutions on the following products: Corning Cable Systems, Systimax (VAR), CommScope Uniprise, Panduit, Belden - IBDN, Siemon, Berk-Tek/Leviton, Hubbel and Ortronics/Essex

### Security Solutions:

Markets: Industrial, Commercial, Healthcare, Educational, Municipalities, Governmental  
IP Video Solutions, including customized storage solutions  
Wireless Video Applications  
Traditional CCTV Equipment  
Fence Perimeter Protection  
Access Control Systems & Biometrics  
Power & Communications Equipment  
System Programming  
Project Management  
Alarm Management  
Custom Design  
System Integration



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# Company Services

## Continued

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### **Telecommunications:**

VoIP and Traditional Telephone Systems  
Voice Mail & Automated Attendant  
Interactive Voice Response Systems (IVR)  
Automatic Call Distribution (ACD)  
Call Accounting & Call Center Solutions  
VoIP & Traditional Wireless Systems  
Mobility Solutions  
Audio / Video Conferencing  
Paging Systems  
Call Recording  
Remote Connectivity  
Wireless WAN Solutions  
Computer Telephony Integration (CTI)  
Enterprise Networking  
Maintenance Contracts  
Time & Material Support  
Training  
Technical Support  
Authorized Business  
Partner of:  
Mitel and Toshiba

### **Audio/Visual:**

Audio Systems  
- Pro Audio  
- Sound Reinforcement  
- Intercom  
- Public Address  
- Sound Masking  
Video Equipment  
Display Equipment  
Conference Rooms  
Boardrooms  
Video Conferencing  
Sound Masking  
Home Theatre  
Digital Signage  
In-House Designers

### **Drone Services:**

Construction  
Aerial Land Surveying  
Supply Management  
Industrial Utilities  
Site Evaluations  
Commercial & Residential  
Real Estate

### **Information Technology:**

Design, Implementation & Support Services  
Commercial & Industrial Solutions  
Local Area Network Switching  
Wide Area Network Routing  
Wired Network Assessments  
Wireless Wi-Fi Assessments & Surveys  
Firewall & Internet Implementation  
Virtualization  
Hyper-converged Infrastructure  
Storage Area Networks  
Microsoft Services  
Microsoft Office 365 services  
Helpdesk and End User support  
24 hr. service

### **Emergency Services:**

24-Hour Dispatched Technicians for all divisions



# Company Services

## Continued

### Paramount Millwright Services:

Machine Installation & Relocation  
Conveying Equipment & Installation  
- Material handling  
Fabrication & Welding  
Lifting & Rigging  
Demolition  
- Buildings & structures  
Precision Laser Alignment & Leveling  
Bearing, Motor Gearbox Replacement & Repair  
Plant Maintenance  
Repairs, preventative maintenance, alignment  
Disaster Recovery  
Bridge & JIB Crane Installation & Removal  
Emergency Services  
24/7 on-call crew

### Tri-City Fire

#### Protection:

Estimation  
Hydraulic calculations  
Engineering and design  
Budgeting  
Fabrication  
Project management  
Installation  
Ongoing support, maintenance, and repair  
24/7 emergency service

### Tri-City Ironworks:

Structural Steel Erection  
- Steel erection for commercial, industrial, educational, health care construction  
- Steel bar joist and metal decking  
- Reinforcing existing structures  
- Steel framing  
Miscellaneous Metals  
- Metal pan or grating stairs  
- Handrails and guardrails  
- Cage and access ladders  
- Trash enclosures  
- Catwalks & suspended walkways  
Reinforcing Steel  
- Rebar install and furnish  
- Welded wire fabric  
Heavy Highway  
- Bridge decks, Nelson studs and Sign structures  
Fabrication and Welding Services:  
Stairs, Conveyors, Handrails, Platforms, Column repair or replacement, Repairs  
Certified welders  
Pre-engineered Metal Buildings: Additions, New buildings, Install & furnish  
Precast  
- Hollow core and Wall panels  
Industrial Maintenance  
- Heavy rigging, Shutdowns and outages, Machinery moving, 24-hour emergency service

### Tri-City Automated Solutions:

#### Overhead Crane Procurement & Automation

- Light capacity, free standing workstations
- Jib Cranes & Gentries
- Small & Large Capacity Overhead Bridge Cranes & Runways
- Crane Automation Controls & aftermarket retrofit systems.
- Integration Solutions

#### Material Handling Systems

- Custom Manipulators & Gripper lift devices
- Custom end effectors & work arms
- AGV (Automated Ground Vehicle) Procurement
- Conveyors & Warehouse Logistical Automation
- Automated "Pick & Place" Manufacturing Solutions

#### Robotics & Full Automation

- Robotic Integration
- Robotic Material Handling Systems
- Manufacturing Work cell design
- Custom automated work arms
- Performance of Duty Robots



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Since 1895

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# Safety Program

## Committed to Safety!

Tri-City Electric Co.'s organization-wide commitment to safety is a basic tenet of our overall dedication to successful project completion. At Tri-City Electric Co., our commitment to safety is the top priority and is a team effort. Led by our in-house Risk Management Director, Safety Managers, and 15+ safety personnel, our management takes direct responsibility for employee safety and the quality of our safety programs. Foremen are accountable for the jobs and the people they supervise. Employees take responsibility for their own safety and the safety of their fellow workers.

Tri-City Electric Co. maintains a proactive stance towards safety policies and procedures. Our safety initiatives include correcting potentially unsafe conditions and equipment before they produce injuries and identifying unsafe or incorrect employee work habits and correcting them through our Job Safety Analysis Program. Training and motivating all employees to work in a safe and conscientious manner and pre-planning jobs to comply with safety standards are integral to the company's safety strategies. Tri-City Electric Co.'s efforts have allowed the organization to benefit from exceptionally low insurance modification rates over the last decade. This is a cost savings that Tri-City Electric Co. proudly passes along to its customers. Tri-City Electric Co. continues to maintain OSHA Recordable rates below the industry average and currently holds an EMR of .48.

At Tri-City Electric Co., following safety procedures is a condition of employment. We take pride in our company safety culture. Tri-City Electric Co. is committed to an injury free workplace.

Our Safety Program is comprehensive and includes policies and procedures on a wide range of subjects. Our Safety Program is comprehensive and includes policies and procedures on a wide range of subjects including arc flash protection. Over the last year Tri-City Electric Co. has purchased over \$250,000 dollars in protective equipment and has spent considerable, yet necessary time to train employees related to this hazard. Training is one of the most important aspects of Tri-City Electric Co.'s Safety Program. All new employees receive a safety orientation along with an orientation for new foreman. Other training topics, which are conducted for each employee, include electrical safety, lockout/tagout, confined space, aerial device, first aid/CPR and forklift training. In addition, all employees participate in a weekly job-site safety meeting.



Tri-City Electric Co.  
Since 1895

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Tri-City Electric Co.  
has been recognized for the  
following Safety awards:

**EHS Today**  
**America's**  
**SAFEST**  
**COMPANIES**  
2022

Federated Electrical Contractors  
National Award of Safety  
Contractor of the Year  
2022 & 2023

Outstanding Company Safety  
Achievement Award Master  
Builders of Iowa OSHA - 2019

NECA Safety Excellence Award  
2015 - 2023

Specialty Trades  
Insurance Company  
Safety Achievement Award  
Award of Honor – Division II  
2021 & 2022

Specialty Trades  
Insurance Company  
Safety Achievement Award  
Award of Excellence  
2017, 2018 & 2020

Specialty Trades  
Insurance Company  
Safety Achievement Award  
Award of Merit  
2016, 2019 & 2023

Ryan Companies US, Inc.  
Scott Beron Safe Contractor of  
the Year Award  
2021

# Safety Program

## Continued

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Tri-City Electric Co. takes violations against our safety procedures very seriously. Our disciplinary policy removes safety violators from employment with Tri-City Electric Co. In addition to disciplining employees, Tri-City Electric Co. believes that it is very important to recognize outstanding safety performance. Our firm recognizes employees in several different ways: safety awards, safety lunches and profiles in our Quarterly Safety meetings. One method Tri-City Electric Co. uses to audit its safety program is through periodic safety inspections. Project Managers and Foremen are required to inspect the job sites they manage and turn in a report to the Safety Director, who also inspects all job sites through use of electronic auditing procedures.

Tri-City Electric Co. continually researches new ways to improve the safety of employees and recently embarked on a new opportunity. Tri-City Electric Co. designs, engineers and builds electrical equipment for many customers. Our firm is looking at new ways of engineering safety into the design of equipment by the use of finger-safe components, added guards over exposed bus and transformers and low-peak fuses, among others. As Tri-City Electric Co. makes these changes it will not only benefit Tri-City Electric Co. employees but will also benefit the employees of the facility where the equipment is being placed. The overall goal of Tri-City Electric Co.'s safety program is that all employees return home each day in the same condition that he or she came to work.

Tri-City Electric Co. currently works with various Prequalification vendors such as ISNetwork, Avetta, First Verify and Veriforce.



Iowa-Illinois Safety Council  
Hazard Control Excellence  
Award  
1998 – 2023

Iowa-Illinois Safety Council  
President's Award  
2017

Illowa Construction Labor &  
Management Council  
Safety Award  
2011 – 2023



Tri-City Electric Co.  
Since 1895

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**ADDENDUM NO. 1**  
**FOR**  
**ROCHELLE MUNICIPAL UTILITIES**  
**Installation Contract**  
**3219 K001**  
**June 13, 2024**

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**ADD-1**

1. The Pre-Bid Conference for Westview Drive Underground – Installation Contract will be on June 18, 2024, at 1:00 p.m. The location has not changed.

END OF ADDENDUM

Please confirm receipt of this Addendum by signature and company. Please email to [awooldridge@bhmg.com](mailto:awooldridge@bhmg.com) by 12:00 P.M. central standard time on June 17, 2024.

Name 

Company Tri-City Electric Company of Iowa

## **ADDENDUM NO. 2**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**Westview Drive UG Installation Contract  
3219 K001**

**June 27, 2024**

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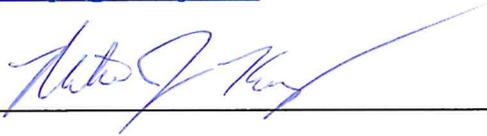
### **ADD-2**

1. Bid Units have been updated, additions in red text.
2. Restoration – The contractor will be responsible for the restoration of the project site that is representative of pre-work conditions.
  - Fill in ruts with native spoil or topsoil, cover ground with erosion control matting, and reseed.
  - If any sidewalk or curb is removed or damaged during construction. The contractor shall replace.
3. Railroad Insurance & Flagging Costs – The owner & owner’s engineer shall be responsible for securing an executable permit for the railroad crossings. The contractor shall be responsible for adhering to the permit requirements, providing insurance required by the railroad, and flagging costs.
  - Contractor shall coordinate and schedule flaggers.
  - In each contractor’s bid they shall include a line item stating: “Railroad Insurance & Flagger Allowance” and shall be an amount of \$15,000.00. If this line item is not included in the contractor’s bid, this cost will be added to the bid total as an assumed allowance.
  - Insurance and Flagging costs above this amount will be at the contractor’s expense.
4. Rock Boring – Rock boring is not assumed to be required. However, the contractor shall include a unit price for rock boring if encountered.
  - An attached geotechnical report can be viewed. Bedrock was not encountered until approximately 20’ depth in the area.
  - Contractor shall include a unit price (per foot of bore) for rock boring in their bid submittal.

END OF ADDENDUM

Please confirm receipt of this Addendum by signature and company. Please email to [awouldridge@bhmg.com](mailto:awouldridge@bhmg.com)

Name



---

Company Tri-City Electric Company of Iowa



Tri-City Electric Co.  
Since 1895

## Proposed Subcontractors

---

Tri-City Electric – Power Testing  
6225 N Brady Street  
Davenport, IA 52806  
Phone: 563-322-7181  
Fax: 563-322-1643

Michels Power  
1775 Shady Lane  
Neenah, WI 54956  
Phone: 920-720-5200

Utility Dynamics Corp.  
23 Commerce Drive  
Oswego, IL 60543  
Phone: 630-554-1722





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07/09/2024

Rochelle Municipal Utilities  
City of Rochelle Illinois  
420 N. 6<sup>th</sup> Street  
Rochelle, Illinois 61068

RE: Powerplant and Westview Drive Upgrades  
Estimate Number: 29540

City of Rochelle,

*Tri-City Electric Co.* is pleased to provide the following scope of work:

**This proposal excludes any Allowances or Contingencies.**

**We have not included any conduit, wiring, connections, disconnects, starters, variable frequency drives or related control wiring to any equipment shown on the mechanical drawings and not on the electrical drawings.**

**Scope of work**

**Westview Drive UG**

- Converting 13.8kV overhead primary line to underground for Westview Subdivision.
- Removal of assets and replacement is included.

**Powerhouse**

- Provide and install (1) Manhole as per drawings and specs at the powerhouse.
- Provide and install underground conduit and cable as per drawings and BOM.

**Grounding**

- Provide and install grounding as per drawings provided.

**Demolition**

- Demo overhead conductors after new circuits are energized.
- Demo existing dead-end stand at the powerhouse and seal conduit penetrations into vault.

**Exclusions & Clarifications**

- Railroad Permit will be by the City and BHMG.

**Bidders Qualifications**

- Spec 2.03 Item B of the specification
  1. Westview Drive
    - Tri-City Electric labor 1308 hours 32.13%
    - Utility Dynamics labor 1500 hours 36.85%
    - Michels Power labor 1263 hours 31.02%
  2. Power Plant
    - Tri-City Electric labor 1350 hours 37.61%
    - Utility Dynamics labor 1200 hours 33.44%
    - Michels Power labor 1039 hours 28.95%

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Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



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- Spec 2203 Item D
  - Tri-City Electric Co. is signatory to the IBEW. Apprenticeship program is a term of 5 yr. All labor will be hired from the local IBEW hall.

#### **Suppliers**

Van Meter Co.  
Graybar Co.  
Champion Precast

#### **Pricing**

See attached bid forms for pricing of the (2) projects.

#### **Railroad Insurance & Flagging Costs**

- Tri-City Electric has included in the base bid for the Power Plant an allowance of \$15,000.00 for insurance and flagging costs.

Received Addendum #1 & 2.

This quote **does** include any applicable taxes.

Thank you for the opportunity to quote this project. Please feel free to call with any questions concerning this quote.

Sincerely,

Jeff Kirby  
Industrial Project Manager  
Electrical Construction | Power Testing Solutions  
Phone: 563.823.1606  
Mobile: 563.514.1032  
E-mail: jkirby@tricityelectric.com

#### **Notes**

**Due to the increasing rise in copper, aluminum, steel, and PVC products Tri-City Electric reserves the right to review and adjust all material pricing on a daily basis.** Bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. Tri-City Electric reserves the right to increase said bid accordingly to reflect the market rates on the day of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts for such goods and commodities if applicable. Bid is subject to the terms of a mutually acceptable contract.

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**Tri-City Electric shall have the option to withdrawal this proposal if not accepted within 10 days from its date.** Work is to be performed during a standard 8-hour workday between 7:00 AM and 3:30 PM, Monday through Friday. Payments are due every 30 days as the work progresses. A 1.5% service charge will be applied to all outstanding account balances over 30 days past due.

**Please note:** As the global COVID-19 situation continues; material lead time, material pricing, and manpower scheduling is subject to change in the event of adverse situations caused by pandemic effects. We appreciate your business and will work closely with you to minimize any possible impacts to your project.

#### **Excavation Notes**

Proposal is based on normal soil conditions for trenching, auguring and excavation. If TCE encounters rock, debris, old foundations, high water, loose or unstable soil conditions additional charges will be added respectively. All excavation spoils are to remain on site. If included in bid for removal is based on CLEAN, Non-Contaminated soil removal and does not include remediation or special hauling fees, treatment charges and special permits relating to contaminated soils. Owner/General Contractor is responsible for all excavated areas if not specified and included in the scope of work.

#### **Non-Solicitation of Employees**

By acceptance of this proposal, customer agrees not to directly or indirectly recruit, solicit, hire or induce any employee of Tri City Electric Company or any affiliate thereof, to terminate his or her employment with Tri City Electric Company. This restriction does not apply to solicitation of any employee of Tri City Electric Company or any affiliate thereof, who Tri City Electric Company has terminated due to job elimination or reduction in work force. Contractor agrees that it must obtain written consent of Tri City Electric Company prior to hiring any such Tri City Electric Company employee. The duties, objections and restrictions set forth in this paragraph shall expire upon the first anniversary of the conclusion date of the engagement contemplated in this proposal.

#### **Force Majeure**

If the Subcontractor is delayed at any time in the commencement or progress of the Work by diseases, epidemics, pandemics, including but not limited to labor or material shortages, unusual delay in deliveries, restrictions on access or travel, unavoidable casualties or other causes beyond the Subcontractor's control, then the contract times shall be extended.

#### **Other Terms**

TCE is proposing a price for the scope of its work based on the assumption the parties will execute a commercial reasonable subcontract agreement, such as an unmodified Consensus DOC 751, Short Form Agreement between Contractor and Subcontractor, or AIA A401, Standard Form of Agreement between Contractor and Subcontractor.

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Structured Cabling | Security Solutions | Telecommunications | Audio/Visual | Safety | Drone Services | Information Technology Solutions | Cultivation Services



**ROCHELLE MUNICIPAL  
UTILITIES**

**WESTVIEW DRIVE  
UNDERGROUND**

**INSTALLATION  
CONTRACT**

3219 K001



# ROCHELLE MUNICIPAL UTILITIES

## WESTVIEW DRIVE INSTALLATION CONTRACT

Construction Bids Due:

July 9, 2024

2:00 p.m.

Location: City Hall

Pre-Bid Conference:

June 18, 2024

11:00 a.m.

Location: City Hall

Westview Drive  
Rochelle, IL 61068

3219 K001

Direct inquiries for clarification to:

Chris Couch

BHMG Engineers, Inc.

Phone: 636-237-7823

E-Mail: [ccouch@bhmg.com](mailto:ccouch@bhmg.com)

BHMG ENGINEERS, INC.  
Consulting Engineers  
9735 Landmark Parkway Drive, Suite 110  
St. Louis, MO 63127



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DESIGN PACKAGE

General Project Info
Bill of Materials
Pulling Calculations
Permits
Construction Drawings

## Seals and Signatures

	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p>
	<p>Michael Thoele</p> <p><u>Michael Thoele</u>                      <u>06/05/24</u></p> <p>Signature    Date</p> <p>Discipline: Civil Engineer, Illinois License #: 062.076204 License Expires: 11/30/2025</p>

## **INVITATION FOR BIDS**

Rochelle Municipal Utilities, Ogle County, Illinois will receive sealed bids for:

Westview Drive UG  
Installation Purchase

until 2:00 p.m. local time on July 9, 2024, at the City of Rochelle, 420 N 6<sup>th</sup> Street, Rochelle, IL 61068

The plans and specifications are on file with the said City of Rochelle for viewing purposes only.

Copies of the documents may be acquired from BHMGE Engineers, Inc., 9735 Landmark Parkway Suite 110A, St. Louis, Missouri 63127, Consulting Engineers for the said Board. Please email Amy Wooldridge, [AWooldridge@bhmg.com](mailto:AWooldridge@bhmg.com) with request.

Bids shall be received for the aforementioned items.

A certified check or bank draft on a responsible, solvent bank, or a satisfactory bid bond executed by the bidder and an acceptable surety company, payable to the City of Rochelle, John Bearrows, Mayor or Government Bonds or cash in the amount of not less than five percent (5%) of bid, shall be submitted with each bid.

The bid shall be marked to identify bid package contents, reference specification 3219 K001.

The successful bidder will be required to:

- Register as a bidder for this project.
- Furnish **in duplicate** the following executed documents:
  - Non-Collusion Affidavit
  - Bid Form
  - Bid Bond, Certified Check or Money Order
  - And any other documents as required by the specifications.

No bid shall be withdrawn after the opening of bids without the consent of the Utility for a period of sixty (60) days after the scheduled time of closing bids.

The said Rochelle Municipal Utilities reserves the right to reject any or all bids and to waive any informalities in bidding, and to determine and accept the bid most advantageous to the Utility.

City of Rochelle, Illinois  
John Bearrows, Mayor

Date: June 5, 2024

## **Instructions to Bidders**

### **ARTICLE 1 - DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.

A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

### **ARTICLE 2 - BIDS RECEIVED**

2.01 Refer to Article 14 of this section for information on receipt of Bids.

### **ARTICLE 3 - COPIES OF BIDDING DOCUMENTS**

3.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.

3.02 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.03 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

### **ARTICLE 4 - QUALIFICATIONS OF BIDDERS**

4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, within five days of Buyer's request Bidder shall submit written evidence, such as financial data and previous experience.

4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

### **ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION**

5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be

provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.

5.02 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents.
- B. Visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services.
- C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services
- D. Carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or Special Services are to be provided; and any reports and drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents.
- E. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- F. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written

resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

## **ARTICLE 6 - PRE-BID CONFERENCE**

- 6.01 A pre-bid conference will be held at 11:00 a.m. local time on June 18, 2024, at City Hall. Representatives of Owner and Engineer will be present to discuss the project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 7 - INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

## **ARTICLE 8 - BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the

Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**ARTICLE 9 - CONTRACT TIMES**      *Not Used*

**ARTICLE 10 - LIQUIDATED DAMAGES**

- 10.01 Any provisions for liquidated damages, such as those for *Seller's* failure to attain a Milestone, or to deliver the Goods or furnish Special Services within the Contract Times, are set forth in the Agreement.

**ARTICLE 11 - "OR-EQUAL" ITEMS**

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, including the Addenda. Bidders may propose "or equal" materials and equipment, which if approved by Engineer will be identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed "or-equal" item. No item of material or equipment will be considered by Engineer as an "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 5.04 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. Bidders shall not rely upon approvals unless set forth in an Addendum.

**ARTICLE 12 - PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 12.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names must be typed or printed in ink below the signature.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 12.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

### **ARTICLE 13 - BASIS OF BID; COMPARISON OF BIDS**

#### **13.01 Lump Sum**

- A. Bidder shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the lump sum.

### **ARTICLE 14 - SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted with the Bid Bond. Also submit the following documents:
  - A. Non-Collusion Affidavit
  - B. Bidder Qualifications
  - C. List of Proposed Suppliers
  - D. List of Project References.

14.02 Bids shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to:

**City of Rochelle  
420 N 6<sup>th</sup> Street  
Rochelle, IL 61068  
3202 K001**

#### **ARTICLE 15 - MODIFICATION OR WITHDRAWAL OF BID**

15.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

15.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

#### **ARTICLE 16 - OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18 - EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids.

Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be nonresponsive. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.

- 18.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 18.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or may be requested from Bidders prior to a Notice of Award.
- 18.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 18.05 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

## **ARTICLE 19 - CONTRACT SECURITY AND INSURANCE**

- 19.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

## **ARTICLE 20 - SIGNING OF AGREEMENT**

- 20.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

## **ARTICLE 21 - SALES AND USE TAXES**

- 21.01 Owner is exempt from Illinois state sales and use taxes on materials and equipment to be incorporated in the Work, Exemption No. E99941376. Said

taxes shall not be included in the Bid.

**ARTICLE 22 - RETAINAGE**

22.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

**ARTICLE 23 - CONTRACT TO BE ASSIGNED**      *Not Used*

END OF SECTION

### Non-Collusion Affidavit

The Municipality reserves the right, before any award of contract is made, to require any bidder to whom it may make an award of the Principal Contract, to sign a non-collusion affidavit in the form designated below:

STATE OF ILLINOIS

COUNTY OF MADISON

Darran V. Ayres, being first duly sworn, deposes and says that he is Executive Vice President \* (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any bidder to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

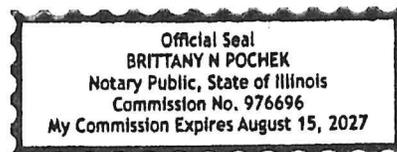
Signed: *Darran Ayres*

Title: Executive Vice President

Subscribed and sworn to before me this 8th day of July 20 24

Seal of Notary:

*Brittany N. Pochek*  
Notary Public



\* In making out this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole Owner, a partner, secretary", etc. should be struck out.

**BID FORM**  
Table of Articles

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Bidder's Acknowledgements .....	2
Bidder's Representations .....	3
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Basis of Bid .....	5
Time of Completion .....	6
Attachments to this Bid .....	7
Defined Terms .....	8
Bid Submittal .....	9

**This Bid is submitted by:** J.F. Electric, Inc.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3219 K001**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>6/13/2024</u>
<u>2</u>	<u>6/27/2024</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations,

**ADDENDUM NO. 1**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**Installation Contract  
3219 K001**

**June 13, 2024**

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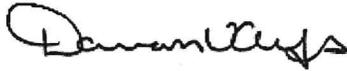
**ADD-1**

1. The Pre-Bid Conference for Westview Drive Underground – Installation Contract will be on June 18, 2024, at 1:00 p.m. The location has not changed.

END OF ADDENDUM

Please confirm receipt of this Addendum by signature and company. Please email to [awooldridge@bhmg.com](mailto:awooldridge@bhmg.com) by 12:00 P.M. central standard time on June 17, 2024.

Name



Company JF Electric, Inc.

**ADDENDUM NO. 2**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**Westview Drive UG Installation Contract  
3219 K001**

**June 27, 2024**

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**ADD-2**

1. Bid Units have been updated, additions in red text.
2. Restoration – The contractor will be responsible for the restoration of the project site that is representative of pre-work conditions.
  - Fill in ruts with native spoil or topsoil, cover ground with erosion control matting, and reseed.
  - If any sidewalk or curb is removed or damaged during construction. The contractor shall replace.
3. Railroad Insurance & Flagging Costs – The owner & owner’s engineer shall be responsible for securing an executable permit for the railroad crossings. The contractor shall be responsible for adhering to the permit requirements, providing insurance required by the railroad, and flagging costs.
  - Contractor shall coordinate and schedule flaggers.
  - In each contractor’s bid they shall include a line item stating: “Railroad Insurance & Flagger Allowance” and shall be an amount of \$15,000.00. If this line item is not included in the contractor’s bid, this cost will be added to the bid total as an assumed allowance.
  - Insurance and Flagging costs above this amount will be at the contractor’s expense.
4. Rock Boring – Rock boring is not assumed to be required. However, the contractor shall include a unit price for rock boring if encountered.
  - An attached geotechnical report can be viewed. Bedrock was not encountered until approximately 20’ depth in the area.
  - Contractor shall include a unit price (per foot of bore) for rock boring in their bid submittal.

END OF ADDENDUM

Please confirm receipt of this Addendum by signature and company. Please email to [awouldridge@bhmg.com](mailto:awouldridge@bhmg.com)

Name 

Company JF Electric, Inc.

explorations, tests, studies and data concerning conditions (surface,

subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- J. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**ARTICLE 5 – BASIS OF BID**

5.01 Proposal No. 1 – All labor and materials for the installation of required equipment for the distribution substation replacement, all as detailed in the specifications and drawings.

The contractor shall be required to furnish all material and labor, use of tools, and use of their equipment as required for the construction of the project, as required to make a complete working system.

Bidder will complete the Work in accordance with the Contract Documents including **Allowance No. 1** for the following price(s):

<b>Base Bid Price: \$1,533,665.00</b>
<b>Allowance: \$75,000.00</b>
<b>Total Bid Price: \$1,623,665.00</b>

**Allowance: RR Insurance & Flaggers: \$15,000 (Included in Total Bid Price above)**

5.02 Allowances

A. General

- 1. Allowances as set forth in the specifications are to be used as compensation for items as set forth in this section.

B. Allowances

- 1. Use the allowances only as authorized for OWNER purposes and only by an approved allowance disbursement form that indicates the amount to be charged to the respective amount.
- 2. At substantial completion of the work, credit unused amounts remaining in the allowances to the owner by change order.

C. Allowance Disbursement

**APPENDIX 1**

**ROCHELLE, IL - WESTVIEW DRIVE UG LINE - CONSTRUCTION BID UNITS**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)
<b>SECTION A - MOBILIZATION/DEMOBILIZATION</b>					
100	Mobilization	1	LS		\$ 19,399.00
101	Demobilization	1	LS		\$ 19,399.00
<b>SECTION B - RIGHT-OF-WAY &amp; MATTING</b>					
200	Right-of-Way restoration	1	LS		\$ -
201	Matting	1	LS		\$ -
<b>SECTION C - MATERIAL PROCUREMENT &amp; LAYDOWN YARD</b>					
300	Receive material deliveries	1	LS		\$ 14,529.94
301	Procure all material needed to construct line	1	LS		\$ 150,650.98
<b>SECTION D - STRUCTURE GROUNDING</b>					
400	Install ground rod assembly (M2-12R)	2	EA		\$ -
401	Install ground butt plate assembly (M2-12)	26	EA		\$ -
<b>SECTION E - STRUCTURE OH MATERIAL ASSEMBLIES</b>					
500	Install: DG-SEC	16	EA	\$288.38	\$ 4,614.16
501	Install: FP-1	16	EA	\$288.38	\$ 4,614.16
502	Install: K14	14	EA		\$ -
503	Install: K15	14	EA		\$ -
504	Transfer: Existing duplex/triplex service	76	EA	\$711.48	\$ 54,072.14
505	Transfer: Streetlight	2	EA	\$3,604.81	\$ 7,209.62
506	Transfer: Meter loop assembly	1	EA	\$5,767.69	\$ 5,767.69
<b>SECTION F - STRUCTURE UG MATERIAL ASSEMBLIES</b>					
600	Install: UF-1FC	11	EA		\$ -
601	Install: UM5	28	EA	\$3,609.12	\$ 101,055.25
603	Install: UM48-1	15	EA		\$ -
604	Install: UM6-1	35	EA	\$1,856.12	\$ 64,964.09
605	Install: UM6-20	4	EA		\$ -
606	Install: UM6-35	4	EA		\$ -
607	Install: UM6-36	2	EA		\$ -
608	Install: URD-25KVA	2	EA	\$7,874.43	\$ 15,748.87
609	Install: URD-37.5KVA	3	EA	\$7,874.43	\$ 23,623.30
610	Install: URD-50KVA	2	EA	\$7,874.43	\$ 15,748.87
611	Install: URD-75KVA	2	EA	\$7,874.43	\$ 15,748.87
612	Install: URD-100KVA	2	EA	\$7,874.43	\$ 15,748.87
612	Install: URDJ-1	4	EA	\$3,458.75	\$ 13,835.01
<b>SECTION G - STRUCTURES</b>					
700	Wood Pole: 35', Class 5	28	EA	\$5,767.69	\$ 161,495.46
701	Excavation/drilling through rock	0	FT		\$ -
<b>SECTION H - CONDUIT &amp; CONDUCTOR</b>					
800	Install: UM.14	650	FT	\$12.74	\$ 8,289.74
801	Install: UM.15	12300	FT	\$42.52	\$ 523,050.00
802	Install: UM.16	5200	FT	\$12.74	\$ 66,237.89
803	Install: UM.17	3500	FT	\$12.74	\$ 44,583.20
804	Install: UM.33	98	EA		\$ -
805	Install: UM.34	4	EA		\$ -
806	Install: UM.35	4	EA		\$ -
807	Hi-Pot testing	1	LS		\$ 11,831.00
<b>SECTION I - REMOVAL</b>					
900	Wood, 1-pole, complete removal	28	EA	\$3,878.82	\$ 108,606.87
901	Wood, 1-pole, top and leave existing underbuild	1	EA	\$3,878.82	\$ 3,878.82
902	Single phase primary wire, overhead	0.90	MI	\$21,410.80	\$ 19,296.72
903	Neutral wire, overhead	0.90	MI		\$ -
904	Secondary wire, overhead	0.45	MI		\$ -
905	Wood Crossarm	1	EA	\$907.14	\$ 907.14
903	Pole mounted transformer	16	EA	\$1,445.76	\$ 23,132.14
907	Loadbreak elbow, 200A	1	EA		\$ -
908	Dispose of removed material	1	LS		\$ 11,636.22

**Line Construction Cost: \$1,533,665.00**

+ Allowance: \$ 75,000.00

+ RR Insurance & Flaggers: \$ 15,000.00

**TOTAL: \$ 1,623,665.00**

APPENDIX 1

ROCHELLE, IL - WESTVIEW DRIVE UG LINE - CONSTRUCTION BID UNITS

ITEM #	DESCRIPTION	DEFINITION
<b>SECTION A - MOBILIZATION/DEMobilIZATION</b>		
100	Mobilization	Includes all initial project mobilization costs. Contractor set-up, setting equipment and trailers on site, portable toilets, generators, fuel, etc.
101	Demobilization	Includes all project demobilization costs upon project completion.
<b>SECTION B - RIGHT-OF-WAY &amp; MATTING</b>		
200	Right-of-Way restoration	Includes restoration of rights-of-way. This includes, but is not limited to: removal of all trash and construction materials, fixing ruts, and restoration of grass/fencing/etc.
201	Matting	Includes matting as required to minimize impact of equipment on ROW.
<b>SECTION C - MATERIAL PROCUREMENT &amp; LAYDOWN YARD</b>		
300	Receive material deliveries	Includes labor to receive and store material at laydown yard.
301	Procure all material needed to construct line	Includes cost to procure all materials (conduit, conductor, equipment, etc.) required to construct the line. Reference Bill of Materials in Section 2.A of the Construction Package for estimated material types & quantities.
<b>SECTION D - STRUCTURE GROUNDING</b>		
400	Install ground rod assembly (M2-12R)	Includes labor for installation of all hardware/components for each assembly.
401	Install ground butt plate assembly (M2-12)	
<b>SECTION E - STRUCTURE OH MATERIAL ASSEMBLIES</b>		
500	Install: DG-SEC	
501	Install: FP-1	Includes labor for installation of all hardware/components for each assembly.
502	Install: K14	
503	Install: K15	
504	Transfer: Existing duplex/triplex service	
505	Transfer: Streetlight	
506	Transfer: Meter loop assembly	Includes labor for transferring assemblies from existing poles to new poles.
<b>SECTION F - STRUCTURE UG MATERIAL ASSEMBLIES</b>		
600	Install: UF-IFC	
601	Install: UM5	
602	Install: UM48-1	
603	Install: UM16-1	
604	Install: UM6-20	
605	Install: UM6-35	
606	Install: UM6-36	
607	Install: URD-25KVA	Includes labor for installation of all hardware/components for each assembly.
608	Install: URD-37.5KVA	
609	Install: URD-50KVA	
610	Install: URD-75KVA	
611	Install: URD-100KVA	
612	Install: URD1-1	
<b>SECTION G - STRUCTURES &amp; FOUNDATIONS</b>		
700	Wood Pole: 35', Class 5	Includes labor and equipment needed for setting poles into the ground.
701	Excavation/drilling through rock	Includes labor and equipment needed for excavating or drilling through rock.
<b>SECTION H - CONDUIT &amp; CONDUCTOR</b>		
800	Install: UM.14	
801	Install: UM.15	
802	Install: UM.16	
803	Install: UM.17	
804	Install: UM.33	Includes labor and equipment needed to install wire/conduit.
805	Install: UM.34	
806	Install: UM.35	
807	Hi-Pot testing	Includes labor & equipment needed to complete Hi-Pot testing of newly installed primary cables.
<b>SECTION I - REMOVAL</b>		
900	Wood, 1-pole, complete removal	Includes removing existing wood structures and their associated hardware and equipment. Poles shall be removed completely from the ground. In locations where this is not possible, structures shall be removed to a minimum of 3' below grade. Existing foundations shall be backfilled to ground level.
901	Wood, 1-pole, top and leave existing underbuild	Includes topping poles to remove primary distribution wire, equipment or associated hardware and leaving underbuilt communication attachments in place.
902	Single phase primary wire, overhead	
903	Neutral wire, overhead	Includes removing existing wire.
904	Secondary wire, overhead	
905	Wood Crossarm	
906	Pole mounted transformer	Includes labor and equipment needed for removal of each component.
907	Loadbreak elbow, 200A	
908	Dispose of removed material	Includes disposal of equipment, structures, wire, hardware, and any other material removed.

1. Contractor/vendor shall submit a request for allowance disbursement. Include all substantiating and/or required data along with the request.
2. Once the Owner has accepted the disbursement, the Engineer will sign the allowance disbursement form.

D. Schedule of Allowances

1. The following allowances shall be included in the base bid:
  - a. Allowance No. 1 – Include the stipulated sum of **\$75,000.00** for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in July 2024, the project shall meet the proposed schedule below:

- Mobilization: 10/15/2024
- Below Grade Conduit Installation Complete: 11/18/2024
- Install Cable and Transformers: 12/02/2024
- Customer Transition: 12/23/2024
- Removable of Existing Assets: 01/31/2025
- Final Completion: 02/28/2025

6.02 Long lead time materials can be provided by City to not delay construction schedule if needed, and then contractor would replenish any material used by City once long lead time materials arrive.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are attached to and made a condition of this Bid:

- A. This Document, Completed Bid Form
- B. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- C. Non-Collusion Affidavit
- D. Qualifications

- E. Addenda, if issued
- F. List of Proposed Subcontractors, if applicable.
- G. List of Proposed Suppliers, if applicable.

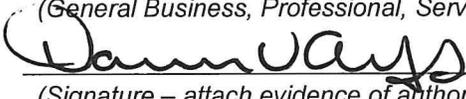
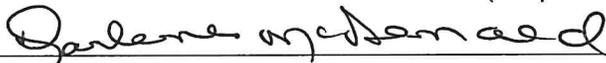
**ARTICLE 8 – NOT USED**

**ARTICLE 9 – DEFINED TERMS**

9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 10 – BID SUBMITTAL**

10.01 If this Bid is submitted by a Corporation:

Corporation Name: J.F. Electric, Inc.  
State of Incorporation: Illinois  
Type: General Business  
*(General Business, Professional, Service, Other)*  
By:   
*(Signature – attach evidence of authority to sign)*  
Name: Darran V. Ayres  
Title: Executive Vice President  
*(Corporate Seal)*  
Attest:   
*(Signature of Corporate Secretary)*  
Business Address: 100 Lakefront Parkway  
Edwardsville, IL 62025  
Phone: 618-797-5353  
Email Address: darrana@jfelectric.com

10.02 If this Bid is submitted by a Limited Liability Company (LLC):

LLC Name: \_\_\_\_\_  
\_\_\_\_\_  
State in which organized: \_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*  
Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

END OF SECTION

STATEMENT OF UNANIMOUS WRITTEN CONSENT  
OF THE DIRECTORS OF  
J.F. ELECTRIC, INCORPORATED  
(In Lieu of Special Meeting)

Pursuant to the Bylaws of J.F. Electric, Incorporated (the "Corporation") and pursuant to the Laws of the State of Illinois, this special meeting of the Directors may be conducted through consents in writing, setting forth the actions so taken, and shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consents shall be entered in the Corporation's Minute Book, and actions taken and resolutions passed through the use of such consents shall be binding and have the same force and effect as if taken or passed at a meeting duly held in person, upon proper notice.

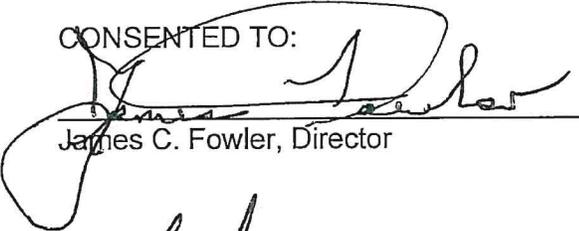
RESOLVED, the Directors hereby appoint the following persons to serve as Officers of the Corporation until the next annual meeting of the Directors:

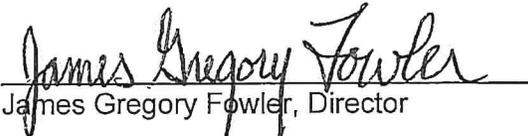
Chairman of the Board:	James Gregory Fowler
Chief Executive Officer:	James Gregory Fowler
President:	Jonathan G. Fowler
Executive Vice President:	Darran V. Ayres
Executive Vice President:	Les E. Benton
Executive Vice President:	Barry L. Motycka
Executive Vice President:	James C. Fowler
Secretary:	Dee McDonald
Assistant Secretary:	Susan Garvey
Treasurer:	Matthew Hector

BE IT FURTHER RESOLVED, that all of the actions and things done, or caused to be done by the Directors and Officers of this Corporation, for and on its behalf, since the date of the last meeting of its Directors, be, and the same are, in all respects, ratified, confirmed and approved; that all authority heretofore granted by the Board of Directors to its Officers and in effect immediately preceding this meeting, shall continue in full force and effect unless and until modified or rescinded by appropriate resolution of the Board of Directors.

EFFECTIVE AS OF: July 1, 2022

CONSENTED TO:

  
\_\_\_\_\_  
James C. Fowler, Director

  
\_\_\_\_\_  
James Gregory Fowler, Director

  
\_\_\_\_\_  
Jonathan G. Fowler, Director

  
\_\_\_\_\_  
James Russell Fowler, Director



*Creating connections. Delivering value.*

City of Rochelle, IL  
Westview Drive Underground  
3219 K001

## **CLARIFICATIONS/EXCLUSIONS**

---

1. JF Electric is bidding this project with the intention of working a lineal schedule. Any deviation from this schedule caused by City of Rochelle or extreme circumstances outside of JF Electric's control, will be addressed before resumption of work.
2. Matting is not included in our price currently. If it is determined that matting is needed, it can be added at an additional cost or supplied by others.
3. All permits and railroad flaggers are assumed to be covered by the given allowance.
4. The black dirt/topsoil removed from the new hole excavation will be used to top off or backfill holes. Any hazardous spoils to be handled by City of Rochelle.
5. Pricing is based on not encountering rock or any underground obstruction. Any rock, obstruction encountered or need for Vac truck, will be billed at cost plus.
6. Rock will be defined as "all material (including rock, boulders, obstructions, etc.) encountered while drilling shafts which meets refusal with a conventional excavator, earth auger and/or underreaming tool, and requires rock auger, core barrel, down hole hammers, or hand labor using air-powered tools and/or other special excavation procedures.
7. The unit pricing on submitted price sheet is not to be used for any potential change orders which may arise on these projects.
8. Our material supplier's pricing on any of the transformers is still pending for both of these projects and has therefore been excluded for now. Pricing can be provided once we have acquired.
9. All materials quotations were based off the quantities listed on the supplied BOM. Any large variation between the BOM and the actual quantities needed may result in a change order.
10. It was assumed all contractor-provided materials and equipment can be stored on Rochelle property during the duration of the project.
11. Our bid is based on have unobstructed paths to work areas.
12. Our bid excludes any vegetation clearing.

Office Location:  
100 Lakefront Pkwy  
Edwardsville, IL 62025

Mailing Address:  
P.O. Box 570  
Edwardsville, IL 62025

Main: 618.797.5353  
Toll Free: 800.339.8383  
Fax: 618.797.5354

**[jfelectric.com](http://jfelectric.com)**



*Creating connections. Delivering value.*

City of Rochelle, IL  
Westview Drive Underground  
3219 K001

## **ARTICLE 7 – ATTACHMENTS TO THIS BID**

### **7.01 F. List of Proposed Subcontractors:**

- Utility Dynamics Corporation – Conduit Systems and Pads

### **7.01 G. List of Proposed Suppliers:**

- Fletcher-Reinhardt Company – Material Provision

Office Location:  
100 Lakefront Pkwy  
Edwardsville, IL 62025

Mailing Address:  
P.O. Box 570  
Edwardsville, IL 62025

Main: 618.797.5353  
Toll Free: 800.339.8383  
Fax: 618.797.5354

**[jfelectric.com](http://jfelectric.com)**

## SECTION 00420

### Qualifications

#### PART 1 – GENERAL

##### 1.01 SECTION INCLUDES

- A. Appointment of Counsel
- B. Pre-qualifications
- C. Bidder's Qualifications
- D. Certifications
- E. References
- F. Signatures.

##### 1.02 AWARD OF BID

- A. Failure of Bidder to meet all qualification criteria as stated in these Specifications shall disqualify Bidder from consideration for the Project.
- B. The Owner reserves the right to exclude Bidder from consideration due to the Bidder's failure to present with written documentation his experience and capability to complete the project to the Owner's expectations.

#### PART 2 – QUALIFICATIONS

##### 2.01 APPOINTMENT OF COUNSEL – NON-RESIDENT

- A. Bidder has appointed SCW Registered Agent, Inc., whose address is 515 St. Louis St., Ste. 203, St. Louis, MO, as the agent of Bidder for service of process in the event any litigation or controversy results between the Bidder and Owner arising out of the contractual relationship created by the acceptance of this Bid. Bidder agrees that the courts of the State in which the project is located will have jurisdiction over Bidder for all such purposes to the same extent as though Bidder were a resident of the State.

##### 2.02 PRE-QUALIFICATION

- A. Failure of Bidder to meet the Pre-qualification requirements as stated in the Instruction to Bidders Bid shall disqualify Bidder from consideration for the Project.

JF Electric will complete 100% of overall project with our own Company and workers.

2.03 BIDDER'S QUALIFICATIONS

- A. Bidder shall prove to the Owner's satisfaction Bidder's experience in completing similar projects, thus demonstrating the ability of the Bidder to complete the Project to the Owner's Satisfaction.
- B. Bidder shall submit written proof and abide by the written proof that the Bidder will complete a minimum of (30) thirty percent of the overall project by his own company and workers.
- C. Bidder shall submit documentation proving that the Bidder is capable of funding the Project and is not in financial hardship.
- D. Bidder shall submit documentation proving that the Bidder uses only qualified, licensed workers experienced in the line of work.
- E. Bidder's subcontractors shall be the responsibility of the Bidder and shall be considered part of the Bidder's company and shall meet qualification requirements for all aspects of the Project.

2.04 CERTIFICATIONS

- A. The Bidder certifies the following as required by law:
  - 1. Bidder has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Bidder made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Bidder been so convicted or made such admission of bribery on its behalf and pursuant to the direction or authorization of a responsible official thereof.
  - 2. Bidder is not barred from bidding with any unit of state or local government as a result of unlawful bid rigging.
  - 3. Under penalty of perjury, the Bidder certifies that the Federal Taxpayer Identification Number noted below is correct and the Bidder is doing business as a (please check one):

<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate

4. Bidder, if an individual, is not in default on an educational loan.

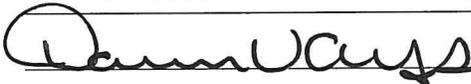
2.05 REFERENCES

- A. Bidder shall submit a minimum of three (3) written letters of recommendation with references' signatures and contact information to the Engineer.
- B. These References shall be from the Owner, Project Manager, or other individual who is knowledgeable on the project, or recent previous Projects with very similar Scope of Work completed under the current Bidder's name.
- C. Bidder shall submit a minimum of three (3) company brochures, or company information sheets, along with list of completed equivalent projects.

2.06 SIGNATURES

Firm Name: J.F. Electric, Incorporated

Federal Taxpayer Identification Number: 37-0913537

By: 

Title: Darran V. Ayres, Executive Vice President

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

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

Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if the Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a power of attorney must be submitted with the bid.

**PART 3 – EXECUTION    NOT USED**

END OF SECTION



*Creating connections. Delivering value.*

## QUALIFICATIONS REFERENCES

---

<b>Company Name</b>	<b>Contact Name</b>	<b>E-mail address</b>
Ameren Illinois	Wayne Lacey	<a href="mailto:Llacey@ameren.com">Llacey@ameren.com</a>
Ameren Missouri	Patrick Smith	<a href="mailto:psmith@ameren.com">psmith@ameren.com</a>
American Electric Power Ohio	Troy Edwards	<a href="mailto:taedwards2@aep.com">taedwards2@aep.com</a>

Office Location:  
100 Lakefront Pkwy  
Edwardsville, IL 62025

Mailing Address:  
P.O. Box 570  
Edwardsville, IL 62025

Main: 618.797.5353  
Toll Free: 800.339.8383  
Fax: 618.797.5354

**[jfelectric.com](http://jfelectric.com)**

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond.
  - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
  - 3.2. All Bids are rejected by Owner.
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nancy Singleton** of **ST LOUIS**, **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

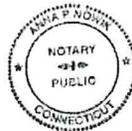
By:   
 \_\_\_\_\_  
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 \_\_\_\_\_  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of July, 2024.



  
 \_\_\_\_\_  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between:

**City of Rochelle**  
**420 N. 6<sup>th</sup> Street, Rochelle, IL 61068**

(Owner)

and

\_\_\_\_\_  
(Contractor)

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

### **ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of converting 13.8kV overhead primary line to underground for the Westview Subdivision. Removal of existing primary overhead conductor and pole-mounted transformers will be a part of this project as well as replacing the existing wood poles and guying assemblies and transferring of existing secondary to new wood poles. Additionally, the job entails installing new primary underground conductor and pad-mounted transformers. Coordination with city and customers must occur to minimize outages for customers. All labor, material, and equipment to be provided by the contractor.

### **ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described in these specifications and as shown in the Construction Package documents and drawings.

The Contractor shall be required to furnish all material and labor, use of tools, and use of his equipment as required for the construction of the project, complete and in place, and as required to make a complete working system. The Contractor is also required to determine the specific amounts of labor and material required for the installation.

### ARTICLE 3 - ENGINEER

3.01 The Project has been designed by BHMGE Engineers, Inc., 9735 Landmark Parkway Drive, Suite 110A, St. Louis, MO 63127 (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 - CONTRACT TIMES

#### 4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed on or before December 23, 2024, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before February 28, 2025.

4.03 Liquidated Damages and Incentives are as defined in the Supplementary Conditions.

### ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work, a Lump Sum of: \$ \_\_\_\_\_

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Additions or Deletions, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6 - PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third day after the first Monday of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements:
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage.
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

### 6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

## ARTICLE 7 - INTEREST

### 7.01 *Not Used*

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions.

- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following and are by this reference made a part hereof:

1. This Agreement
  2. Bid Bond
  3. Payment Bond
  4. Performance Bond
  5. Addenda Nos. \_\_\_\_\_
  6. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award.
- B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed
  2. Work Change Directives
  3. Change Order(s).
- C. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- D. There are no Contract Documents other than those listed above in this Article 9.
- E. The Bid Specification and all sections are implied as part of the Contract Documents.
- F. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 - MISCELLANEOUS**

### 10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

#### 10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

#### 10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### 10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Engineer and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on: \_\_\_\_\_  
(which is the Effective Date of the Agreement.)

OWNER:

CONTRACTOR:

**City of Rochelle**

---

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

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

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

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

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

**City of Rochelle**

---

**420 N. 6<sup>th</sup> Street**

---

**Rochelle, IL 61068**

---

Agent for service or process:

\_\_\_\_\_  
*(If Contractor is a Corporation or LLC, attach  
evidence of authority to sign.)*

## PERFORMANCE BOND

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

### CONTRACTOR

Name:  
Address:

### SURETY (Name and Address of Principal Place of Business)

Name:  
Address:

### OWNER

Name: **City of Rochelle**  
Address: **420 N. 6<sup>th</sup> Street, Rochelle, IL 61068**

### CONTRACT

Date:  
Amount:  
Description: **Westview Drive UG Installation Contract**  
(Name and location)

### BOND

Bond Number:  
Date: (Not earlier than Contract Date)  
Amount:

Modifications on this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Company's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(Attach Power of Attorney)

Attest: \_\_\_\_\_  
(Signature and Title)

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default.
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1.
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract.
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract.
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors.
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default.
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner.
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in

Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract.
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4.
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to

perform or otherwise to comply with the terms of the Contract.

- 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone  
Surety Agency or Broker  
Owner’s Representative (engineer or other party)**



*Creating connections. Delivering value.*

July 17, 2024

Chris Couch  
BHMG Engineers, Inc.

**RE: Rochelle, IL – Power Plant Feeder & Westview Drive UG Install**

Dear Chris,

In response to your email request dated July 12<sup>th</sup>, please find JF Electric's responses below:

- Do the bids for both exclude transformer pricing, which would then require a contract change order when transformer pricing would be added?
  - Yes, both bids excluded equipment pricing as our suppliers were not able to provide pricing before the bid deadline. However, we have since received pricing. Please see the adders below for the provision of the equipment on these projects.
    - Westview Drive UG Equipment Adder: **\$95,900.00**
    - Power Plant Feeder Exit Equipment Adder: **\$51,316.00**
- For your Power Plant Feeder Exit Upgrades bid, you have a clarification (line 3) stating you assume the RR allowance will cover all flagging & insurance costs. While we agree with the statement (that is the point of the allowance), our addendum states that the contactor is responsible for flagging costs above that \$15k. Are you taking exception to that?
  - Yes, we have excluded any additional railroad flagging costs above \$15k. We would like to use the provided allowances to passthrough all RR flagging costs.

We trust the above meets with the intent of your request. If you have any questions or need additional information, please do not hesitate to contact us.

Respectfully submitted,  
J. F. ELECTRIC, INCORPORATED

A handwritten signature in black ink, appearing to read 'Darran V. Ayres'.

Darran V. Ayres  
*Executive Vice President, Utility Department*

DVA/kj

Office Location:  
100 Lakefront Pkwy  
Edwardsville, IL 62025

Mailing Address:  
P.O. Box 570  
Edwardsville, IL 62025

Main: 618.797.5353  
Toll Free: 800.339.8383  
Fax: 618.797.5354

**jfelectric.com**