



**BHMG Engineers, Inc.**

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

**Mr. Blake Toliver**

**July 15, 2025**

City of Rochelle, IL

Ref: 3626 – I-39 Line Upgrades

Dear Mr. Toliver,

The city received competitive bids for constructing the I-39 Line Upgrades project on June 26, 2025 at 11:30 a.m. A total of four (4) bids were collected and received on time. A summary of bids is shown below:

<b>Contractor</b>	<b>Proposal</b>
Archon Construction	\$115,580.00
IHC Construction	\$148,175.00
N-Track Group	\$111,000.00
Utility Dynamics	\$94,800.00

The bid from Utility Dynamics Corp was the apparent low bid for Specification 3626K003 which did not include any noteworthy any clarifications, exceptions, or price escalators. Utility Dynamics has 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.

Therefore, BHMG recommends awarding the contract to Utility Dynamics Corp 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**  
Project Manager

**bhmg.com**  
**636.296.8600**

Enclosures: Bid Tab, bids



3626 Rochelle Municipal Utilities - I-39 Line Upgrades, Directional Boring

BIDDERS / PROPOSALS	J.F. Electric		Utility Dynamics Corp		N-Trak Group		IHC Construction Companies	
BID SECURITY								
Furnish the Goods & Special Services for the Equipment Purchase								
PROJECT COMPLETION TIME - PROPOSAL 1								
	✓	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 specificalon		Any other documents as required by the specificalon		Any other documents as required by the specificalon
<b>BHMG ENGINEERS, INC.</b> Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127			<b>Rochelle Municipal Utilities</b> I-39 Line Upgrades Directional Boring Bids Received 06/26/25, 11:30 a.m.			<b>Bid Opening Witnesses:</b>  City: _____  BHMG: _____		



## **BID FORM**

### Table of Articles

<u>Article</u>	<u>Article No.</u>
Bid Recipient .....	1
Bidder's Acknowledgements .....	2
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**This Bid is submitted by:** Archon Construction Co., 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  
3626 K003**

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>
_____	_____
_____	_____
_____	_____

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 specified 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 specified 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>Proposal: \$</b> 109,580.00
<b>Allowance: \$6,000</b>
<b>Proposal Total Bid Price: \$</b> 115,580.00

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 **\$6,000** for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in TBD, lead times are based on the release date of equipment.

- Substantial Completion: 10/1/25
- Final Completion: 12/1/25

**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.

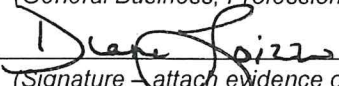

**ARTICLE 8 – NOT USED**

**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: Archon Construction Co., Inc.  
State of Incorporation: Illinois  
Type: Corporation  
(General Business, Professional, Service, Other)  
By:   
(Signature – attach evidence of authority to sign)  
Name: Diana Loizzo  
Title: President  
(Corporate Seal)  
Attest:   
(Signature of Corporate Secretary)  
Business Address: 563 S. Rt. 53  
Addison, IL 60101  
Phone: 630 495-0015  
Email Address: diana@archon.construction

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

## BID BOND

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

### BIDDER

Name: Archon Construction Co., Inc.  
Address: 563 South RT 53  
Addison, IL 60101

### SURETY

(Name and Address of Principal Place of Business)

Name: The Hanover Insurance Company  
Address: 440 Lincoln Street  
Worcester, MA 01653

### OWNER

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

### BID

Bid Due Date: June 26, 2025  
Project: I-39 Line Upgrades, Directional Boring

### BOND

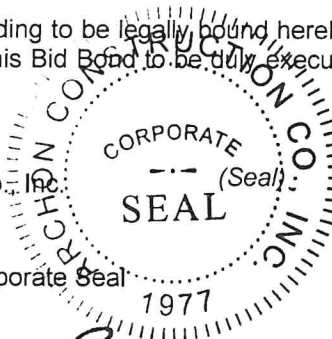
Bond Number: N/A  
Date: June 25, 2025  
(Not later than Bid due date)

Penal Sum: Five Percent of Total Bid Amount \$ 5%  
(Words) (Figures)

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

### BIDDER

Archon Construction Co., Inc.



Bidder's Name and Corporate Seal

By:

Diana Loizzo  
Signature and Title  
President

Attest:

Jai de Leon  
Comptroller / Jim de Leon  
Signature and Title

### SURETY

The Hanover Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]  
Signature and Title  
(Attach Power of Attorney)  
(Attorney-in-Fact)

Attest:

[Signature]  
Corporate Secretary  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Bond No. 11040068

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Luke F. Praxmarer, Paul F. Praxmarer and/or Jackson Barnhart**

Of Assured Partners of IL LLC dba Corkill Insurance Agency of Elk Grove Village, IL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 27<sup>th</sup> day of August, 2024



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

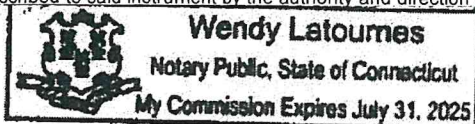
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 27<sup>th</sup> day of August 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this

25th day of June 2025

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President

CERTIFIED COPY

## 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 DuPage

Diana Loizzo <sup>she</sup>, being first duly sworn, deposes and says that he is 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: Diana Loizzo

Title: President

Subscribed and sworn to before me this 26th day of June 20 25

Seal of Notary:

Margaret M Vizdal  
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 Samuel H. Levine, whose address is 30 N. LaSalle St. Suite 3600 Chicago, IL 60602, 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):

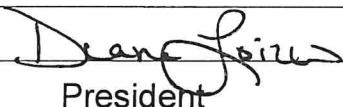
<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate

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:	<u>Archon Construction Co., Inc</u>
Federal Taxpayer Identification Number:	<u>36-2922097</u>
By:	<u></u>
Title:	<u>President</u>
By:	<u></u>
Title:	<u></u>

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

# **ARCHON**

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## CONSTRUCTION COMPANY

### I-39 Line Upgrades

### Rochelle Municipal Utilities

#### 2.03 Bidder's Qualifications

- B. Archon Construction Co., Inc. will complete 100% of the overall project by our own company and workers.
- C. Archon Construction Co., Inc. is able to fund the project and is not in financial hardship.
- D. Archon Construction Co., Inc. will use qualified, experienced, union workers.

#### 2.05 References

Archon Construction Co., Inc. has had a multi-year contract with the City of St. Charles Electric Department. The work was supervised by Stephen Shroba, Senior Distribution Engineer, 630 377-4475.

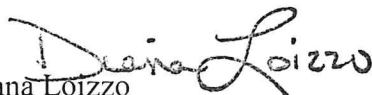
Archon Construction Co., Inc. also has completed many jobs for the City of Batavia similar in scope to the I-39 Line Upgrades. This work was supervised by Mustafa Kahvedzic, Manager of Electric Operations, 630 454-2353.

#### SC-5.04 Exceptions:

Insurance Coverage is limited to the following coverage on a per occurrence basis:

Commercial General Liability - \$1,000,000 each occurrence & \$2,000,000 General aggregate  
Automobile Liability - \$1,000,000 Bodily Injury, Property Damage & Combined Single Limit (Each accident)  
Workers Compensation and Employers' Liability - \$1,000,000 Each Accident  
Umbrella Liability - \$10,000,000 each occurrence and aggregate

Thank You

  
Diana Loizzo  
President



**563 SOUTH ROUTE 53  
ADDISON, ILLINOIS 60101  
Phone: (630) 495-0015  
Fax: (630) 620-1295**





## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is by and between:

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

(Owner)

and

**Archon Construction Co., Inc.  
563 S. Rt. 53 Addison, IL 60101**

(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:

This project consists of installing (1) 6" HDPE conduit via directional boring in Rochelle, IL. The location is near the intersection of IL-38 (I-39 ALT) & Dement Rd. The conduit installation will cross underneath IL-38 & Dement Rd. Approximately 1100' of conduit will be installed, with elbows on the end of each span.

### **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 as specified on Bidder's Bid Form, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

- 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: \$ 109,580.00 and a \$6,000.00 allowance for a total of  
115,580.00 total proposal price

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 the 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. Performance Bond
  - 4. Addenda Nos. \_\_\_\_\_
  - 5. 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

Archon Construction Co., Inc

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

By: Diana Loizzo

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

Title: President

[CORPORATE SEAL]

[CORPORATE SEAL]

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

Attest: Margaret

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

Title: Secretary

Address for giving notices:

Address for giving notices:

City of Rochelle

Archon Construction Co., Inc.

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

563 S. Rt. 53

Rochelle, IL 61068

Addison, IL 60101

Agent for service or process:

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



**ADDENDUM NO. 1**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**I-39 LINE UPGRADES – DIRECTIONAL BORING  
3626 K003**

**June 19, 2025**

---

**ADD-1**

1. The bid due date has changed to June 26, 2025.
2. The time has changed. Rochelle Municipal Utilities will receive bids until 11:30 a.m.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to  
awooldridge@bhmg.com

Name

Deina Lizzo

Company Archon Construction Co., Inc



**ROCHELLE MUNICIPAL  
UTILITIES**

**I-39 LINE UPGRADES**

**DIRECTIONAL BORING**

3626 K003

**ADDENDUM NO. 1**

**FOR**

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END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to [awooldridge@bhmg.com](mailto:awooldridge@bhmg.com)

Name

  
David J. Rock, President

Company IHC Construction Companies, LLC

## **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

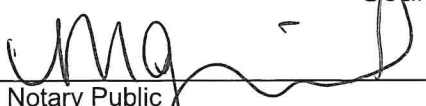
COUNTY OF Kane

David J. Rock, being first duly sworn, deposes and says that he is 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: 

Title: David J. Rock, President

Subscribed and sworn to before me this 26th day of June 20 25

  
Notary Public

Seal of Notary:



\* 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

<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:** IHC Construction Companies, LLC



## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3626 K003**

- 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>ONE</u>	<u>06/19/2025</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, 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 specified 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 specified 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>Proposal: \$ 142,175.00</b>
<b>Allowance: \$6,000</b>
<b>Proposal Total Bid Price: \$ 148,175.00</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 **\$6,000** for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in TBD, lead times are based on the release date of equipment.

- Substantial Completion: 10/1/25
- Final Completion: 12/1/25

**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: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Type: \_\_\_\_\_  
(General Business, Professional, Service, Other)  
By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
(Corporate Seal)  
Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

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

LLC Name: IHC Construction Companies, LLC  
State in which organized: Illinois  
By:  David J. Rock, President  
(Signature – attach evidence of authority to sign)  
Name: IHC Construction Companies, LLC  
Business Address: 385 Airport Rd., Suite 100  
Elgin, IL 60123  
Phone: 847-742-1516  
Email: LCreardon@IHCCConstruction.com

END OF SECTION



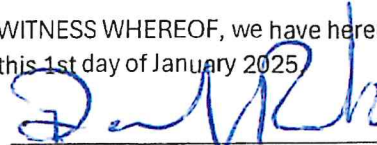
ACTION BY MEMBERS  
IHC CONSTRUCTION COMPANIES, LLC  
An Illinois Limited Liability Company  
BY MAJORITY WRITTEN CONSENT

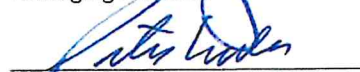
We, the undersigned, being a majority of the members of IHC Construction Companies, L.L.C., present at a meeting, hereby consent in writing to the following actions:


RESOLVED, that those persons whose names are included below hold the positions set beside their name and those persons are hereby authorized to bind the company and to execute all documents necessary to conduct business on behalf of the limited liability company, including, but not limited to the execution of contracts of all kinds, bids, proposals and bonds.

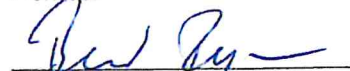
David J. Rock	Managing Member Chief Executive Officer, President
Brian T. Rausch	Member, Chief Operating Officer Executive Vice President, Secretary, Treasurer
Peter D. Nielsen	Member, Equal Employment Opportunity Officer Vice President, Secretary
John W. Dwyer	Member, Project Manager, Agent
Matthew D. Rock	Member, Project Manager, Agent
Bradley P. Ryan	Member, Operations Manager, Agent
Joseph M. Saftig	Member, Operations Manager, Agent
Ronald F. Marshall	Chief Financial Officer, Assistant Secretary
Russell D. Ginn	Vice President, Assistant Secretary
Lawrence C. Creadon	Director of Utility Operations

WITNESS WHEREOF, we have hereunto set our hands as Members of IHC Construction Companies, L.L.C., this 1st day of January 2025.

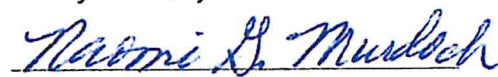
  
DAVID J. ROCK  
Managing Member

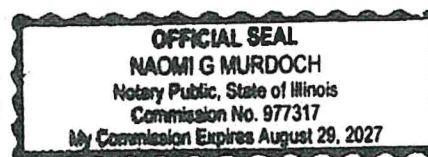
  
PETER D. NIELSEN  
Member

  
BRIAN T. RAUSCH  
Member

  
BRADLEY P. RYAN  
Member

*Subscribed and sworn to before me this  
1st day of January 2025.*

  
Notary Public



Corporate Office: Corporate Office: 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard: 1260 Bell Court, Pingree Grove, IL 60140  
Southeast Regional Office: 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

[www.ihcconstruction.com](http://www.ihcconstruction.com)



**OWNERS OF IHC CONSTRUCTION COMPANIES, LLC  
MEMBERS OF THE LIMITED LIABILITY COMPANY**

Federal Tax I.D. #: 36-4487367 State IBT#: 3281-0725 DHR #: 113177-00

NAME	ADDRESS
David J. Rock, Managing Member <i>OFFICER: CEO, President</i>	37W600 York Lane Elgin, IL 60123
Walter P. Dwyer, Member	857 Samantha Circle Geneva, IL 60134
Brian T. Rausch, Member <i>OFFICER: COO, Exec VP, Secretary, Treasurer</i>	711 East Suffield Drive Arlington Heights, IL 60004
John W. Dwyer, Member	2257 North Wayne Ave., 2D Chicago, IL 60614
Peter D. Nielsen, Member <i>OFFICER: EEO Officer, Vice President, Secretary</i>	14475 Eighteenth Fairway Milton, GA 30004
Matthew D. Rock, Member	3689 Peregrine Way Elgin, IL 60124
Bradley P. Ryan, Member <i>OFFICER: Vice President</i>	941 South Hillside Avenue Elmhurst, IL 60126
Joseph M. Saftig, Member <i>OFFICER: Vice President</i>	5825 Lucerne Lane Lake in the Hills, IL 60156

**OTHER OFFICERS:**

Ronald F. Marshall, CFO - Chief Financial Officer  
Russell D. Ginn, Vice President, Assistant Secretary  
Lawrence C. Creadon, Director of Utility Operations

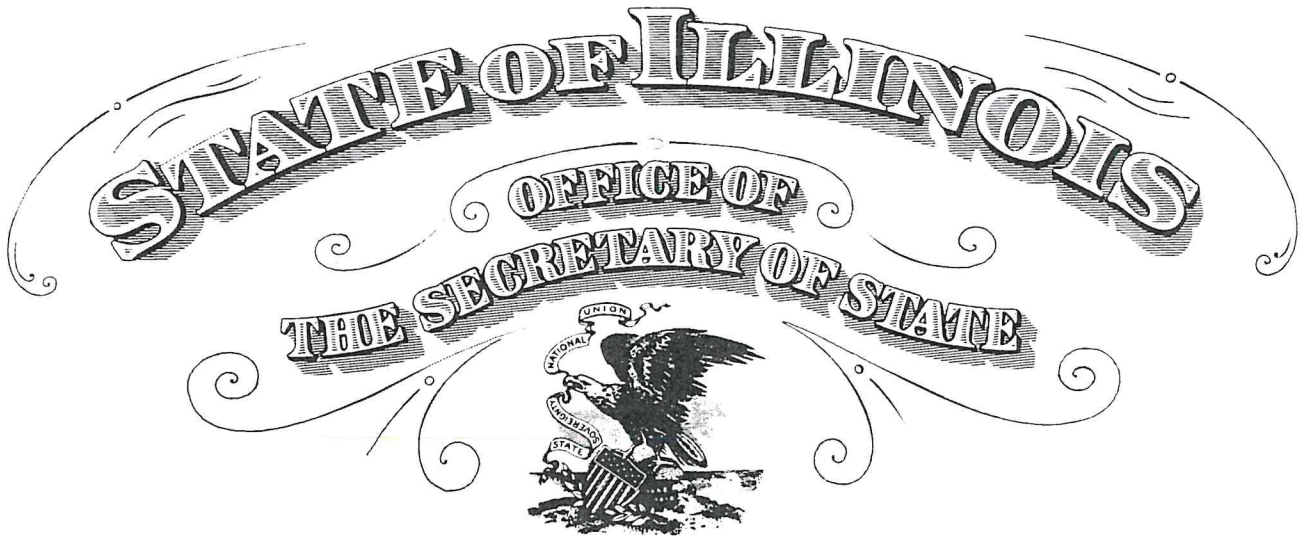
**Corporate Office:** 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
**Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard:** 1260 Bell Court, Pingree Grove, IL 60140  
**Southeast Regional Office:** 874 Worley Drive, Marietta, GA 30066 Phone: 404-497-7619 Fax: 404-585-5085

**www.ihcconstruction.com**  
**ESTABLISHED 1906**



File Number

0063312-7



***To all to whom these Presents Shall Come, Greeting:***

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

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set***  
*my hand and cause to be affixed the Great Seal of*  
*the State of Illinois, this 18TH*  
*day of FEBRUARY A.D. 2025 .*

Authentication #: 2504903718 verifiable until 02/18/2026

Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulis*

SECRETARY OF STATE



## 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 Ronald O'Neal, whose address is 385 Airport Rd., Suite 100, Elgin, IL 60123, 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 type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate

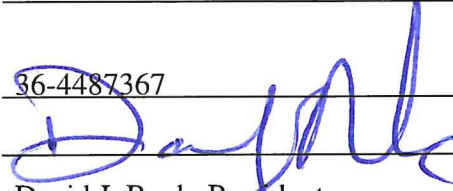
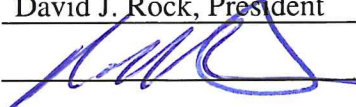
**\*\*LIMITED LIABILITY COMPANY**

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:	<u>IHC Construction Companies, LLC</u>
Federal Taxpayer Identification Number:	<u>36-4487367</u>
By:	
Title:	<u>David J. Rock, President</u>
By:	
Title:	<u>Brian Rausch, Vice-President</u>

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



## IHC Construction Companies LLC - UG Utility Reference List

<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
SNH Medical Office Properties/The RMR Group March 2020	Lakeside Pointe Fire Main Replacement	Waukegan, IL	\$190,125.00	Tyler Reynolds	708-831-4061	<a href="mailto:treynolds@rmrgroup.com">treynolds@rmrgroup.com</a>
City of Aurora-April 2020	Water Main Lining & Replacement	Aurora, IL	\$2,000,000.00	Kurt Muth	630-256-3200	<a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a>
Village of Tinley Park- Nov 2020	Fiber Optic Extension Project	Tinley Park, IL	\$139,700.00	Colby Zemaitis	708-444-5516	<a href="mailto:czemaitis@tinleypark.org">czemaitis@tinleypark.org</a>
Village of Wauconda- Nov 2020	ROW Storm Sewer Rehab	Wauconda, IL	\$53,500.00	Chris Bouchard	847-362-5959	<a href="mailto:cbouchard@rhmg.com">cbouchard@rhmg.com</a>
North Shore Water Reclamation Dist- March 2021	Sewer Lining & Improvements	Skokie, IL	\$189,800.00	Christopher Palmer	847-325-7496	<a href="mailto:cpalmer@manhard.com">cpalmer@manhard.com</a>
City of Sycamore – September-2021	Sanitary Manhole Rehab	Sycamore, IL	\$61,789.00	Mark Bushnell	815-895-4557	<a href="mailto:mbushnell@cityofsvcamore.com">mbushnell@cityofsvcamore.com</a>
City of St. Charles – March 2022	Concrete Foundation for Substation 3	St. Charles, IL	\$121,395.00	Erika Sittler	630-377-4983	<a href="mailto:esittler@stcharlesil.gov">esittler@stcharlesil.gov</a>
City of Oak Creek, WI- May 2022	Rawson Ave Water Extension	Oak Creek, WI	\$654,000.00	Brian Johnston	414-766-6624	<a href="mailto:bjohnston@oakcreekwi.gov">bjohnston@oakcreekwi.gov</a>
Village of Hampshire- August 2022	Water Main Replacement #11 Old Mill Manor	Hampshire, IL	\$103,370.00	Tim Paulson	630-466-6727	<a href="mailto:tpaulson@eeiweb.com">tpaulson@eeiweb.com</a>
Lake County Public Works-Oct 2022	Force Main Replacement Project	Long Grove, IL	\$602,567.00	David Humbert	847-377-7145	<a href="mailto:DHumbert@lakecountyil.gov">DHumbert@lakecountyil.gov</a>

**Corporate Office:** 385 Airport Rd., Suite 100 Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610  
**Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard:** 1260 Bell Court, Pingree Grove, IL 60140 • Fax: 847-289-3650  
**Southeast Regional Office:** 874 Worley Drive, Marietta, GA 30066 • Phone: 404-497-7619 • Fax: 404-585-5085

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<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
D.J.K Custom Homes, Inc-Oct 2022	Far Side Services & Lead Service Replacements	Heritage Place 140 N. Wright St. Naperville, IL	\$229,000.00	Bill Bolster-City of Naperville	630-420-4122	<a href="mailto:bolsterb@naperville.il.us">bolsterb@naperville.il.us</a>
Lake County Public Works-Mar 2023	RT 83 Force Main Realignment	Long Grove, IL	\$235,650.00	Tom Miles	847-544-8717	<a href="mailto:tmiles@lakecountyil.gov">tmiles@lakecountyil.gov</a>
City of Naperville- 21/2023	Emergency Excavation & UG Repairs	Naperville, IL	\$40,000.00	Bill Bolster	630-420-4122	<a href="mailto:BolsterB@naperville.il.us">BolsterB@naperville.il.us</a>
Village of Oak Park- 21/2023	Emergency Water & Sewer Repairs	Oak Park, IL	\$40,000.00	Michael Bills	708-358-5730	<a href="mailto:mbills@oak-park.us">mbills@oak-park.us</a>
Lake County Public Works-November 2023	Highland Lake Water System	Grayslake, IL	\$1,200,000.00	Ying Miao	847-377-7149	<a href="mailto:ymiao@lakecountyil.gov">ymiao@lakecountyil.gov</a>
City of Elgin- July 2024	Lead Svc Line Replacements- Yr 2	Elgin, IL	\$1,964,449.00	Timo Bello	847-931-6098	<a href="mailto:Bello_e@cityofelgin.org">Bello_e@cityofelgin.org</a>
Belvidere Twp Park District- July 2024	Sundstrand Park water Service	Belvidere, IL	\$132,770.00	Jen Melnick	815-547-8435	<a href="mailto:jen.melnick@civillideas.com">jen.melnick@civillideas.com</a>
Prairie Path Water Co.-Aug 2024	Holiday Drive Water Main Replacement	Holiday Hills, IL	\$1,025,807.00	Seth Ricker	708-723-9071	<a href="mailto:seth.ricker@prairiepathwater.com">seth.ricker@prairiepathwater.com</a>
Village of Wilmette-Oct 2024	Greenleaf Alley Water Svc Line Relocation	Wilmette, IL	\$121,600.00	Cliff Ruemmler	847-853-7619	<a href="mailto:ruemmlerc@wilmette.com">ruemmlerc@wilmette.com</a>
Prairie Path Water Company-Dec 2024	Sunrise Ave WM Replacement	Clarendon Hills, IL	\$369,950.00	Seth Ricker	708-723-9071	<a href="mailto:Seth.ricker@prairiepathwater.com">Seth.ricker@prairiepathwater.com</a>
Village of Gurnee-April 2025	2024 Watermain Ext-Rudd Court_ 8462	Gurnee, IL	\$156,993.00	Nicholas Leach	847-599-7550	<a href="mailto:nleach@village.gurnee.il.us">nleach@village.gurnee.il.us</a>
Village of Cary-April 2025	2024 Lead & Galvanized Svc Line Replacements	Cary, IL	\$218,570.00	Kealan Noonan	847-639-0003 x 8106	<a href="mailto:knoonan@caryillinois.com">knoonan@caryillinois.com</a>
Village of Glen Ellyn- May 2025	Lead Service Line Replacements	Glen Ellyn, IL	\$436,000.00	Nick Burgoni	630-547-5515	<a href="mailto:nburgoni@glenellyn.org">nburgoni@glenellyn.org</a>

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<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
Carol Stream Park District-May 2025	Water Service Installation	Carol Stream, IL	\$24,900.00	Shane Hamilton	630-784-6100	<a href="mailto:Shaneh@csparks.org">Shaneh@csparks.org</a>

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## IHC Construction Companies LLC - UG Utility Division - Contracts on Hand

<u>Client</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
Village of Schiller Park	Lead Svc Line Replacement Year 1	Schiller Park, IL	\$2,586,406.00	Jonathon Flowers	708-331-6700	<a href="mailto:jflowers@reltd.com">jflowers@reltd.com</a>
City of Geneva	Old Kirk Rd Distribution General Construction	Geneva, IL	\$2,300,000.00	Aaron Holton	630-232-1503	<a href="mailto:aholton@geneva.il.us">aholton@geneva.il.us</a>
City of Naperville	EM Excavation & UG Repairs	Naperville, IL	\$594,620.00	Shanel Gayle	630-305-5344	<a href="mailto:GayleS@naperville.il.us">GayleS@naperville.il.us</a>
City of Elgin	Emergency Lead Service Line Repairs	Elgin, IL	\$685,964.00	Daina DeNye	847-931-6100	<a href="mailto:DeNye_D@cityofelgin.org">DeNye_D@cityofelgin.org</a>
Village of Wilmette	EM Utility Excavation & Repairs	Wilmette, IL	\$25,000.00	Cliff Ruemmler	847-853-7619	<a href="mailto:ruemmlerc@wilmette.com">ruemmlerc@wilmette.com</a>
Village of Oak Park	Emergency 2024 Water Service Replacement Program	Oak Park, IL	\$100,000.00	Michael Bills	708-358-5730	<a href="mailto:mbills@oak-park.us">mbills@oak-park.us</a>
Village of Grayslake	EM Water Main Repairs	Grayslake, IL	\$100,000.00	Nick Nierman	847-223-8515	<a href="mailto:nnierman@villageofgrayslake.com">nnierman@villageofgrayslake.com</a>
City of St. Charles	Underground Point Repairs Contract	St. Charles, IL	\$500,000.00	Tim Wilson	630-377-4405	<a href="mailto:twilson@stcharlesil.gov">twilson@stcharlesil.gov</a>
City of Aurora	EM Lead Water Service Line Replacements	Aurora, IL	\$100,000.00	Kurt Muth	630-256-3200	<a href="mailto:kmuth@aurora-il.org">kmuth@aurora-il.org</a>
Village of Wilmette	20250505LSLRP	Wilmette, IL	\$29,784.00	Cliff Ruemmler	847-853-7619	<a href="mailto:ruemmlerc@wilmette.com">ruemmlerc@wilmette.com</a>
Crosstown Fiber	Conduit Systems & Cable Installations	Various	\$1,000,000.00	John Hemmer	773-495-0009	<a href="mailto:jhemmer@crosstownfiber.com">jhemmer@crosstownfiber.com</a>

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<u>Client</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
LTS Managed Technical Services, LLC	Conduit Systems & Cable Installation	Various	\$200,000.00	Steven Shimbo	650-714-5231	<a href="mailto:Steven.Shimbo@ledcor.com">Steven.Shimbo@ledcor.com</a>
Zayo Group	Conduit Systems & Cable Installation	Various	\$500,000.00	Tim Payment	630-203-8003	<a href="mailto:Timothy.payment@zayo.com">Timothy.payment@zayo.com</a>
Crown Castle Inc.	Conduit Systems & Cable Installation	Various	\$1,500,000.00	Steve Soto	630-328-3578	<a href="mailto:Steve.Soto@crowncastle.com">Steve.Soto@crowncastle.com</a>
AT&T	Conduit Systems & Cable Installation	Various	\$1,000,000.00	Vanessa Ross	217-814-2314	<a href="mailto:vf2021@att.com">vf2021@att.com</a>

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## IHC Construction Companies LLC

### UG Utility Division

### FIBER REFERENCE PROJECTS

<u>Client/Completion Date</u>	<u>Project Description</u>	<u>Location</u>	<u>Value</u>	<u>Contact</u>	<u>Phone</u>	<u>Email</u>
Village of Tinley Park NOV 2020	Fiber Optic Extension Project	Tinley Park, IL	\$139,700.00	Colby Zemaitis	708-444-5516	<a href="mailto:czemaitis@tinleypark.org">czemaitis@tinleypark.org</a>
LTS Managed Technical Services, LLC-Ongoing	Conduit Systems & Cable Installation	Various	\$200,000.00	Steven Shimbo	650-714-5231	<a href="mailto:Steven.Shimbo@ledcor.com">Steven.Shimbo@ledcor.com</a>
Zayo Group-Ongoing	Conduit Systems & Cable Installation	Various	\$500,000.00	Tim Payment	630-203-8003	<a href="mailto:Timothy.payment@zayo.com">Timothy.payment@zayo.com</a>
Crown Castle Inc.- Ongoing	Conduit Systems & Cable Installation	Various	\$1,500,000.00	Steve Soto	630-328-3578	<a href="mailto:Steve.Soto@crowncastle.com">Steve.Soto@crowncastle.com</a>
AT&T-Ongoing	Conduit Systems & Cable Installation	Various	\$1,000,000.00	Vanessa Ross	217-814-2314	<a href="mailto:vf2021@att.com">vf2021@att.com</a>
Crosstown Fiber- Ongoing	Conduit Systems & Cable Installation	Various	\$1,000,000.00	John Hemmer	773-495-0009	<a href="mailto:jhemmer@crosstownfiber.com">jhemmer@crosstownfiber.com</a>

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May 23, 2024

IHC Construction Companies, LLC  
Financial Condition  
December 31, 2023 & 2022

To Whom it may concern:

IHC Construction Companies, LLC has equity in excess of \$10,000,000 and sales in excess of \$200,000,000 for the above periods. 2024 will be similar.

Our Bonding Capacity is in excess of \$550,000,000.

We have an unused credit facility with Wheaton Bank if needed.

Please accept this letter in lieu of our Financial Statements. We are happy to sit down and discuss any further concerns you have regarding our financial condition.

Sincerely,

*Ronald Marshall*

Ronald F Marshall, CFO  
IHC Construction Companies, LLC  
[rmarshall@ihcconstruction.com](mailto:rmarshall@ihcconstruction.com)  
847-841-7908



January 14, 2025

Re: IHC Construction Companies, L.L.C.  
Surety Prequalification

To Whom It May Concern:

Please be advised that Continental Casualty Company, rated A XV by A.M. Best Company, is proud to serve the surety needs of IHC Construction Companies, L.L.C..

At the present time, we are providing bonds for single contracts up to \$140,000,000, subject to an aggregate bonding limit of \$550,000,000.

In the event that IHC Construction Companies, L.L.C. is awarded a contract by your firm, it is the intention of Continental Casualty Company to provide the performance and payment bond subject to review of the final contract documents and evidence that 100% of the construction financing is in place.

Our consideration and issuance of bonds is a matter solely between IHC Construction Companies, L.L.C. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

If you should have any questions, please feel free to give me a call.

Sincerely

Continental Casualty Company

A handwritten signature in black ink that reads 'Courtney A. Flaska'. The signature is written in a cursive, flowing style.

Courtney A. Flaska  
Attorney in Fact

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

**Know All Men By These Presents**, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**James L Sulkowski, R B Schutz, Christine Eitel, Sherene L Hemler, Lucianne Bischoff, Mike Pohl, Kirk Liskiewitz, Courtney A Flaska, Samantha Bradtke, Individually**

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

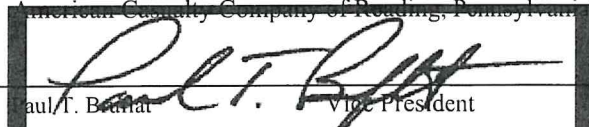
### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

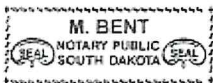
**In Witness Whereof**, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 4th day of June, 2022.




Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania  
  
Paul T. Brufat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 4th day of June, 2022, before me personally came Paul T. Brufat 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 Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



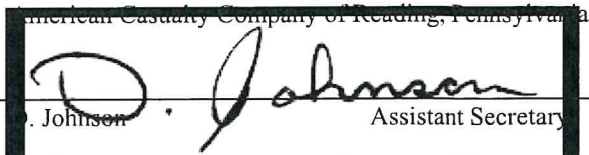
My Commission Expires March 2, 2026

  
M. Bent Notary Public

### CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14th day of January, 2025



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania  
  
D. Johnson Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “





## **IHC UTILITY DIVISION CAPABILITY STATEMENT:**

For over seventy years, IHC Construction Companies Utility Division has offered a wide range of services in the overhead and underground utility maintenance and installation industry. IHC began its relationship with the Utility Companies back in the late 1940's. Initial projects executed for the principal phone and electrical companies (Illinois Bell Telephone and Commonwealth Edison) remain as customers today in a much different workplace.

We have seen conduit distribution systems change from clay and concrete installed in open-cut methods, to today's directionally bored installations made from PVC & HDPE pipe. The key has been IHC's commitment to service its customers with today's technology at competitive pricing, with the ability to adapt to what the marketplace is requesting.

Fifty-plus year relationships between owner and customers are rare in any industry, but it is what we strive for, not only in telecommunications but also the sewer and water markets as well. IHC has maintained an abundance of relationships with local municipalities over the years and has assisted in the installation and maintenance of various underground utility systems.

While still willing, able, and equipped to do open-cut installations, IHC began using directional boring in the early 1990's in the technology's infancy stage. The radical evolution of equipment development through the 90's finds us today with a well-maintained fleet of machines and support equipment to meet a variety of pipe installations, in all ground and weather conditions here in the Midwest.

Our solid foundation of construction experience and commitment to excellence over the past seven decades has enabled us to offer creative solutions to our clients with a high level of industry knowledge and expertise. Whether new construction or modifications to existing infrastructure, we provide a comprehensive portfolio of services from pre-construction to final occupancy.

IHC's workforce has experienced foremen (many with over ten years drilling and open cut tenure), and the depth to complete the largest and most challenging of projects on time and within budget.





**Services:**

- Directional Drilling
- Open Cut Pipe Trenching
- Power Rodding
- Cable Placement
- Structure Installations
- Areas of Expertise:
- Conduit Installations and Rearrangements
- Manholes/Handholes, New and Re-Builds
- Vault/Drainage Structures
- Fiber Optic Cable and Hardware Placement
- Innerduct Installations
- Water/Sewer Infrastructure
- Casing under Roads, Tracks, etc.
- River Crossings.
- Cable Entrance Facilities
- Lead Water Service Replacement

**Client Sample:**

- AT&T
- Verizon
- Crown Castle
- Zayo Group
- Leducor Technical Services
- City of Aurora
- City of Naperville
- City of Elgin
- North Shore Water Reclamation District
- Lake County

**NAICS Codes:**

2211 Electric Power Generation, Transmission & Distribution  
221122 Electric Power Distribution  
2213 Water, Sewage and Other Systems  
221310 Water Supply and Irrigation Systems  
221320 Sewage Treatment Facilities  
2362 Nonresidential Building Construction  
236210 Industrial Building Construction  
236220 Commercial and Institutional Building Construction  
2371 Utility System Construction  
237110 Water and Sewer Line and Related Structure Construction  
237130 Power and Communication Line and Related Structures Construction  
2389 Other Specialty Trade Contractors

**Corporate Office:** 385 Airport Road, Suite 100, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610

**Utility Division Office/Warehouse & Repair and Fabrication Shop/Yard:** 1260 Bell Court, Pingree Grove, IL 60140 • Fax: 847-289-3650

**Southeast Regional Office:** 2700 Delk Road SE Suite 210, Marietta, GA 30067 • Phone: 404-497-7619 • Fax: 404-585-5085

**[www.ihcconstruction.com](http://www.ihcconstruction.com)**  
**ESTABLISHED 1906**

MAYOR  
Mark Kownick

VILLAGE  
ADMINISTRATOR  
Erik Morimoto



VILLAGE TRUSTEES  
Dale Collier, Jr  
Rick Dudek  
Ellen McAlpine  
Anthony Stefani  
Rick Walrath  
Jennifer Weinhammer

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## PUBLIC WORKS DEPARTMENT

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2/26/25

To Whom It May Concern,

I am providing this letter of recommendation for IHC Construction Companies, LLC, located at 385 Airport Rd., Suite 100, Elgin, IL 60123, for their work on lead service line replacement contracts during the FY 2024-2025 program.

IHC Construction was contracted by the Village of Cary to perform lead service line replacements, successfully completing the replacement of 26 service lines with a total project value exceeding \$218,000. Throughout the project, IHC demonstrated professionalism, efficiency, and expertise in executing the work with minimal disruption to residents. Their team maintained compliance with IEPA regulations, ensured high-quality workmanship, and effectively coordinated with Village staff and homeowners to complete the project on schedule.

The Village of Cary was highly satisfied with IHC Construction's responsiveness, technical capabilities, and commitment to public health and safety. Their experience and attention to detail were evident in every aspect of the project, and we would confidently recommend them for future lead service line replacement contracts.

If you require further information regarding IHC Construction's performance, please feel free to contact me.

Sincerely,

Kealan Noonan

Director of Public Works and Engineering  
Village of Cary  
knoonan@caryillinois.com  
847-639-0003



The Village of Oak Park  
Public Works  
201 South Blvd  
Oak Park, Illinois 60302

708.358-5700

February 27, 2025

To Whom It May Concern,

I am writing to highly recommend IHC for the Lead Water Service Line Replacement project. Having worked closely with IHC on various projects in the past, I am confident that their expertise, professionalism, and proven track record make them an excellent candidate for this project.

IHC has demonstrated exceptional competence in the execution of our Lead Water Service Line Replacement projects, particularly those that require precision, attention to detail, and strict adherence to safety and regulatory standards. They possess a deep understanding of the challenges involved in replacing lead water service lines, including the intricate coordination with local authorities and the maintenance of high standards for quality and efficiency throughout each phase of the project.

One of the standout qualities of IHC is their commitment to ensuring minimal disruption to the communities they serve. Their proactive communication with residents, coupled with their careful planning and execution, ensures that projects are completed on time and with minimal impact.

In addition, IHC's team is composed of highly skilled professionals who are well-versed in the latest industry standards and technologies. Their ability to adapt to evolving challenges while maintaining project timelines and budgets is a testament to their experience and project management skills.

I am confident that IHC will deliver exceptional results in the Lead Water Service Line Replacement project. Their commitment to excellence and dedication to enhancing community infrastructure make them an ideal partner for this important initiative. I fully support their involvement and strongly recommend them for this project.

Sincerely,

*Michael Bills*

Michael Bills  
Water and Sewer Superintendent

PRESIDENT Nick Caiafa  
CLERK Rosa Jos



TRUSTEES  
Russell Klug  
Robert Lima  
Thomas F Deegan  
Joan Golembiewski  
Terri Sheridan  
Marie Lukowski

March 4, 2025

To Whom It May Concern,

I am writing to highly recommend IHC Construction Companies LLC. for any construction projects you may be considering. As the Public Works Director for Village of Schiller Park, I have had the pleasure of working closely with IHC's project team on a Village wide lead water service replacement and water main replacement project.

IHC and their team have consistently demonstrated exceptional skill, professionalism, and dedication to quality in every project they have undertaken. The lead service replacement project requires persistence yet kindness when working with citizens to complete work that directly affects several components of their properties. The IHC crew was always receptive to resident's requests and followed through on getting any issues resolved.

In addition to their technical expertise, they have shown a remarkable ability to collaborate effectively with various stakeholders, including city officials, engineers, and community members. Their proactive communication and problem-solving skills have been instrumental in ensuring the smooth execution of projects, even in the face of unforeseen challenges.

I have full confidence in IHC's ability to deliver high-quality results on any construction project. Their proven track record, combined with their integrity and work ethic, make them an outstanding choice for any project.

Please feel free to contact me at 847-671-8506 or [phastings@schillerparkil.us](mailto:phastings@schillerparkil.us) if you require any further information or wish to discuss IHC's qualifications in more detail.

Sincerely,

Patrick Hastings  
Public Works Director  
Village of Schiller Park





# COMPANY PROFILE



## NAME & CONTACT INFORMATION

### IHC CONSTRUCTION COMPANIES LLC HEADQUARTERS

385 Airport Rd., Suite 100, Elgin, IL 60123  
P. 847-742-1516 F. 847-742-6610  
[www.ihcconstruction.com](http://www.ihcconstruction.com)

### OTHER OFFICES

Repair and Fabrication Shop/Yard  
Underground Office/Warehouse  
1260 Bell Ct., Pingree Grove, IL

Southeast Regional Office  
2700 Delk Rd. SE Suite 210, Marietta, GA

### INSURANCE & BONDING

#### Insurance Limits

#### **General Liability**

Each Occurrence: \$2,000,000  
Personal & Adv Injury: \$2,000,000  
General Aggregate: \$4,000,000  
Products- Comp/Op Agg: \$4,000,000  
Automobile: \$1,000,000  
Excess Umbrella: \$50,000,000  
Workers Compensation: \$1,000,000  
Pollution/Professional Liability:  
\$5,000,000

#### **Bonding**

Continental Casualty (CNA)

**118**  
YEARS IN BUSINESS

**230**  
STAFF MEMBERS

**\$220 MILLION**  
2023  
PROJECT REVENUE

## HISTORY OF THE FIRM:

### CORPORATE STRUCTURE, EXPERIENCE & BACKGROUND

IHC Construction Companies LLC (IHC) is a full-service General Contracting, Design-Build, and Construction Management firm. Established in 1906 as Illinois Hydraulic Construction Company, the firm initially manufactured concrete blocks compressed by hydraulic pressure. The organization evolved through different eras of construction as markets and technologies changed. In 1980 the firm focused on the core construction specialty areas of today, including: Plant & Process, Heavy/Civil, Buildings, and Utility Construction. Since 2002, David Rock has served as President/Chief Executive Officer of IHC Construction Companies LLC.

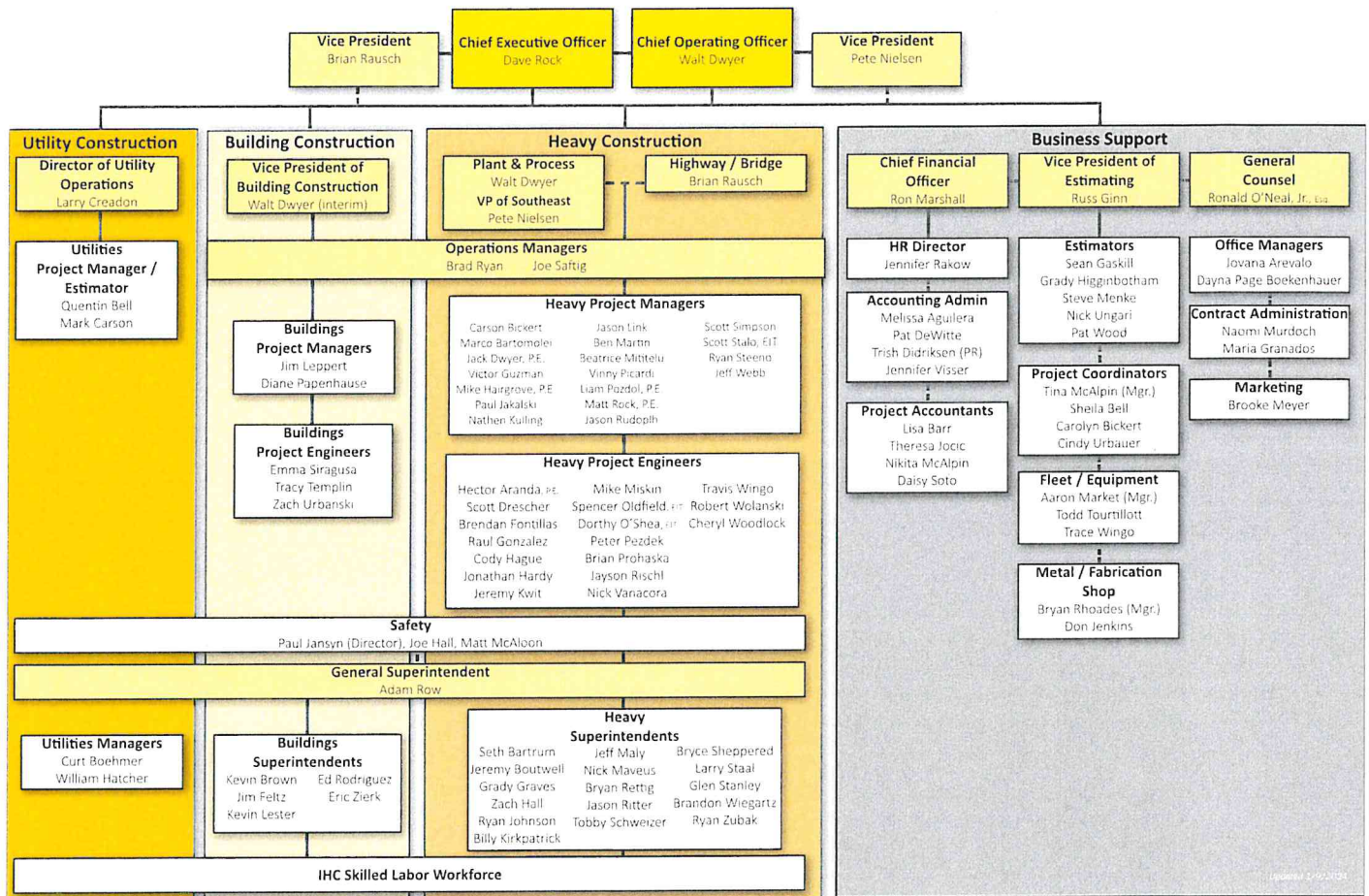
IHC is registered to practice business in the States of Illinois (File #0063312-7) and Georgia (Control #18011244).

### NAICS CODES

236115, 236116, 236210, 236220, 237110, 237120, 237130, 237310, 237990, 238110, 238290, 238910



# IHC Organizational Chart



## FIRM STRUCTURE

IHC Construction is a Limited Liability Company (LLC) and is registered to practice in the State of Illinois. We have provided construction services in NE Illinois since 1994. The LLC was filed on December 3, 2001. We have operated under our current company name for 23 years. Business established in 1906.

## FORMER COMPANY NAMES

IHC Group, Inc. (1994-2001)  
 Illinois Hydraulic Construction Co., Inc (1947-1994)  
 Illinois Hydraulic Stone & Construction Co. (1906-1947)

## LLC MEMBERS



David J. Rock, Member  
Chief Executive Officer



Walter P. Dwyer, Member  
Chief Operations Officer



Peter D. Nielsen, Member  
Vice President / EEO Officer



Brian T. Rausch, Member  
Vice President



John W. Dwyer, Member  
Project Manager



Matthew D. Rock, Member  
Project Manager



Bradley P. Ryan, Member  
Operations Manager



Joseph M. Saftig, Member  
Operations Manager

NAME	POSITION	TYPE OF WORK	YEARS EXPERIENCE	YEARS WITH IHC
<b>Executive</b>				
David J. Rock <i>BS Construction Management</i>	President, Managing Member	Chief Executive Officer	43	35
Brian T. Rausch <i>BS Finance</i>	Vice President, Member	Chief Operating Officer	22	17
Peter D. Nielsen <i>BS Construction Engineering</i>	Vice President, Member	EEO Officer, SE Operations Officer	35	35
Brad Ryan <i>BS Information Decision Sciences</i>	Vice President, Member	Operations Manager	24	19
Joe Saftig <i>BS Industrial Technology</i>	Vice President, Member	Operations Manager	25	17
Matthew D. Rock, P.E. <i>BS Civil Engineering</i>	Vice President, Member	Estimating /Project Management	14	11
John W. Dwyer, P.E. <i>BS Civil &amp; Environmental Engineering</i>	Vice President, Member	Project Management	12	8
Ronald F. Marshall <i>Masters of Accounting</i>	Secretary	Chief Financial Officer	38	6
Russ Ginn <i>BS Construction Management</i>	Vice President	Estimating	41	13
Larry Creadon <i>BS Construction Management</i>	Director of Utility Operations	Utility Division	35	31
Ronald O'Neal, Jr., Esq. <i>Juris Doctor</i>	General Counsel	Legal	29	3
<b>Project Managers</b>				
Quentin Bell	Project Manager	Project Management	2	2
Aaron Borst <i>BS Civil and Waste Water Engineering</i>	Project Manager	Project Management	1	1
Carson Bickert <i>BS Business - Finance</i>	Project Manager	Project Management	10	10
Mark Carson	Utilities Project Manager / Estimator	Project Management / Estimating	39	3
Victor Guzman <i>AS Business Management</i>	Project Manager	Project Management	25	15
Mike Hairgrove, P.E. <i>BS Civil Engineering</i>	Project Manager	Project Management	10	7
Paul Jakalski <i>BS Industrial Technology/Construction Mgt</i>	Project Manager	Project Management	17	6
Jason Link <i>BS Civil Engineering</i>	Project Manager	Project Management	8	5
Jim Leppert <i>BS Electrical Engineering Technology</i>	Sr. Project Manager	Project Management	34	6
Ben Martin <i>BS Landscape Architecture</i>	Project Manager	Project Management	17	2
Diane Papenhouse <i>BS Construction</i>	Sr. Project Manager	Project Management	40	38
Vincent Picardi	Project Manager	Project Management	2	2
David Polak	Project Manager	Project Management	1	1
Liam Pozdol, P.E. <i>BS Civil Engineering</i>	Project Manager	Project Management	11	7
Jason Rudolph <i>BS Construction Management</i>	Sr. Project Manager	Project Management	25	3
Scott Simpson <i>BS Construction Management</i>	Project Manager	Project Management	8	5
Scott Stalo, E.I.T. <i>BS Civil Engineering</i>	Project Manager	Project Management	11	7



NAME	POSITION	TYPE OF WORK	YEARS EXPERIENCE	YEARS WITH IHC
Peter Venere <i>BS Building Construction Management</i>	Project Manager	Project Management	1	1
Jeff Webb <i>BS Construction Management</i>	Project Manager	Project Management	42	5
<b>Estimators</b>				
Sean Gaskill <i>BS Biology</i>	Estimator	Estimating	25	15
Steve Menke <i>BS Construction Management</i>	Sr. Estimator	Estimating	26	6
Patrick Wood, LEED AP	Sr. Estimator	Estimating	35	15
<b>Project Engineers</b>				
Hector Aranda, P.E. <i>BS Civil Engineering</i>	Project Engineer	Project Engineering	11	3
Alan "Coston" Barber <i>BS Aviation Science and Management</i>	Project Engineer	Project Engineering	0	0
Marco Bartolomei	Sr. Project Engineer	Project Engineering	2	2
Gregory "Isaac" Dzula	Project Engineer	Project Engineering	8	1
Raul Gonzalez <i>BS Construction Management</i>	Project Engineer	Project Engineering	4	2
Zach Hall <i>BS Construction Management</i>	Project Engineer	Project Engineering	18	12
Christian "Miles" Kousoulas <i>BS Industrial Engineering</i>	Project Engineer	Project Engineering	0	0
Alexander Kurochkin	Project Engineer	Project Engineering	15	1
Jeremy Kwit <i>BS Construction Engineering &amp; Mgt Technology</i>	Project Engineer	Project Engineering	2	2
Mike Miskin <i>BS Operations Management</i>	Project Engineer	Project Engineering	3	3
Beatrice Mititelu <i>BS Civil and Environmental Engineering</i>	Project Engineer	Project Engineering	5	2
David Mora <i>BS Construction Management</i>	Project Engineer	Project Engineering	0	0
Spencer Oldfield, E.I.T. <i>BS Civil Engineering</i>	Project Engineer	Project Engineering	5	3
Dorothea O'Shea, E.I.T. <i>BS Civil Engineering</i>	Project Engineer	Project Engineering	7	6
Brian Prohaska <i>BS Civil Engineering</i>	Project Engineer	Project Engineering	7	7
Gavin Rieger	Project Engineer	Project Engineering	1	1
Jayson Rischl	Project Engineer	Project Engineering	2	2
Eamon Ryan	Project Engineer	Project Engineering	1	1
Emma Siragusa <i>BS Construction Management</i>	Project Engineer	Project Engineering	3	3
Donald Smith	Project Engineer	Project Engineering	1	1
David Straczek	Project Engineer	Project Engineering	1	1
Tracy Templin <i>BS Architecture</i>	Project Engineer	Project Engineering	23	3
Zach Urbanski	Project Engineer	Project Engineering	0	0



NAME	POSITION	TYPE OF WORK	YEARS EXPERIENCE	YEARS WITH IHC
Nick Vanacora <i>BS Entrepreneurship</i>	Project Engineer	Project Engineering	2	2
Nathan Warning <i>BS Law &amp; Public Policy</i>	Project Engineer	Project Management	2025	2025
Travis Wingo <i>BS Marketing</i>	Project Engineer	Project Engineering	5	4
Robert Wolanski <i>MS &amp; BS Civil Engineering</i>	Project Engineer	Project Engineering	8	7
Cheryl Woodlock <i>BS Civil Engineering</i>	Project Engineer	Project Engineering	41	19
<b>Shop/Yard Manager</b>				
Aaron Market	Shop Manager	Plant/Fleet Management	13	13
Bryan Rhoades	Shop Manager	Metal Shop Management	32	17
<b>Safety</b>				
Paul Jansyn	Safety Director	Jobsite/Workplace Safety	42	24
Matt Mcaloon	Safety Engineer	Jobsite/Workplace Safety	2	2
Joe Hall	Safety Engineer	Jobsite/Workplace Safety	14	5
<b>Field Staff</b>				
Seth Bartrum	Superintendent	On-Site Supervision	30	3
Jeremy Boutwell	Superintendent	On-Site Supervision	23	1
William (Bill) Hatcher	Superintendent	On-Site Supervision	2	2
Ryan Johnson	Superintendent	On-Site Supervision	22	15
Kevin Lester	Superintendent	On-Site Supervision	29	13
Jeff Maly	Superintendent	On-Site Supervision	37	23
Nick Maveus	Superintendent	On-Site Supervision	27	27
Bryan Rettig	Superintendent	On-Site Supervision	17	5
Jason Ritter	Superintendent	On-Site Supervision	2	2
Ed Rodriguez	Superintendent	On-Site Supervision	31	9
Adam Row	General Superintendent	On-Site Supervision	22	16
Tobby Schweizer	Superintendent	On-Site Supervision	2	2
Glen Stanley	Superintendent	On-Site Supervision	30	3
Jose Torres	Superintendent	On-Site Supervision	1	1
Brandon Wiegartz	Superintendent	On-Site Supervision	24	10
Eric Zierk	Superintendent	On-Site Supervision	28	28



## EQUIPMENT INSURANCE LISTING

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
<b>AUTOMOBILES</b>					
10001	2022	CHEVROLET	BLAZER	0 GAL	
10002	2018	CHEVROLET	TAHOE	0 GAL	6.2 ECO TEC 3 V8
10003	2013	CHEVROLET	IMPALA	0 GAL	
10005	2014	CHEVROLET	EQUINOX	0 GAL	3.6 V6
10006	2014	CHEVROLET	TRAVERSE	0 GAL	3.6 V6
10007	2023	CHEVROLET	TAHOE	0 GAL	
10008	2024	CHEVROLET	EQUINOX	0 GAL	
10009	2014	BUICK	LACROSSE	10 GAL	
10010	2015	BUICK	ENCLAVE	0 GAL	3.6 V6
10011	2016	BUICK	ENCLAVE	0 GAL	3.6
10015	2015	CHEVROLET	EQUINOX	0 GAL	2.4
10028	2019	CHEVROLET	TAHOE	0 GAL	5.3L V8

Count 12

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<b>PICKUPS</b>					
11001	2013	FORD	F 150 XL	0 GAL	5.0L V8
11002	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11003	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11004	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11005	2018	CHEVROLET	COLORADO	0 GAL	3.6 L V6
11006	2021	FORD	F 150	0 GAL	
11059	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11064	2009	CHEVROLET	2500 W/T 4X4	0 GAL	6.0
11079	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11081	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 L V8
11082	2014	FORD	F150 XL EXT CAB	0 GAL	5.0 L V8
11091	2014	FORD	F150XL EXT CAB	0 GAL	5.0 L V8
11095	2014	FORD	F150 LX EXT CAB	0 GAL	5.0 L
11096	2014	FORD	F150 LX EXT CAB	0 GAL	5.0 L
11101	2018	FORD	F150XL	0 GAL	5.0 L
11103	2018	FORD	F150XL	0 GAL	5.0 L

Count 16

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<b>CREW CABS</b>					
12001	2014	FORD	F150 XL EXT CAB	0 GAL	5.0L V8
12003	2017	CHEVROLET	SILVERAD 1500 C	0 GAL	5.3L V8
12004	2017	CHEVROLET	SILVERAD 1500 C	0 GAL	5.3L V8
12005	2017	FORD	F-250 CREW CAB	0	6.2L V8
12006	2017	CHEVROLET	2500 HD CC 4X4	0	6.0L V8
12007	2017	CHEVROLET	2500HD CC 4X4	0	6.0L V8
12008	2017	CHEVROLET	2500HD CC 4X4	0	6.0L V8
12009	2017	CHEVROLET	SILVERAD 1500 C	0	5.3L V8
12010	2012	CHEVROLET	1500	0 GAL	4.8L V8
12011	2012	CHEVROLET	1500	0 GAL	4.8L V8
12012	2012	CHEVROLET	1500	0 GAL	4.8L V8
12013	2012	CHEVROLET	1500	0 GAL	4.8L V8
12014	2014	CHEVROLET	2500 HD	0 GAL	6.0L V 8

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
12015	2013	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12016	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12017	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12018	2014	FORD	F150XL	0 GAL	5.0L V8
12019	2014	FORD	F150XL	0 GAL	5.0L V8
12020	2013	FORD	F150XL	0 GAL	5.0L V8
12021	2018	CHEVROLET	2500 HD	0 GAL	6.0 L V 8
12022	2013	FORD	F150XL	0 GAL	5.0L V8
12023	2020	GMC	SIERRA 1500 SLE	0 GAL	5.3 L V8
12024	2019	CHEVROLET	SILVERADO 1500 I	0 GAL	
12026	2017	CHEVROLET	1500 SILVERADO	0 GAL	355 HP - 5.3
12029	2020	FORD	F 150	0 GAL	3.5L
12030	2016	GMC	2500HD Z71 SLE	0 GAL	6.6 L
12031	2011	CHEVROLET	SILVERADO 1500	0 TON	4.8
12032	2019	FORD	F 150	0 GAL	
12034	2019	FORD	F 150	0 GAL	2.7L
12036	2010	FORD	F150XL	0 TON	5.4
12038	2019	FORD	F 150	0 GAL	3.5L
12040	2015	CHEVROLET	2500 SILVERADO	0 TON	6.0
12041	2014	FORD	FX4 CREWCAB 4X	0 GAL	5.0 4V DOHC
12042	2017	CHEVROLET	SILVERADO 1500	26 GAL	5.3L V8
12043	2019	FORD	F 150	0 GAL	3.5L
12044	2014	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12045	2024	CHEVROLET	2500 HD	0 GAL	
12047	2022	FORD	F-150 LARIAT	0 GAL	
12048	2014	FORD	FORD	0 GAL	3.7 L V6
12049	2024	GMC	SIERRA 1500	0 GAL	
12050	2015	CHEVROLET	SILVERAD 1500 C	20 TON	5.3 V-8
12051	2013	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12052	2013	FORD	F150 EXT CAB	0 GAL	3.7 L V6
12053	2012	FORD	F250 CREWCAB	0 GAL	6.2 L
12055	2018	CHEVROLET	1500	0 GAL	5.3L V8
12058	2019	CHEVROLET	SILVERADO 1500	0 GAL	5.3 L V8
12060	2018	CHEVROLET	C1500	15 GAL	5.3 L
12066	2013	FORD	F150 XK CREW C	0 GAL	6.2 L
12067	2015	FORD	F250 XL EXT CAB	0 GAL	6.2 L
12068	2013	FORD	F250 XL EXT CAB	0 GAL	6.2 GAS
12069	2013	FORD	F250 XL EXT CAB	0 GAL	
12094	2015	CHEVROLET	SILVERADO 2500	0 TON	6.0
12102	2019	CHEVY	1500	0 GAL	5.3 L
12104	2019	CHEVY	2500	0 GAL	6.0 L
12105	2016	CHEVY	1500	0 GAL	5.3 L
12106	2016	CHEVY	1500	0 GAL	5.3 L

Count 56

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#### ONE TON TRUCKS

13001	2019	FORD	F 550	0 GAL	6.7--330
13002	2020	RAM	5500	0 GAL	6.7 L
13003	2021	RAM	5500	0 GAL	6.7L
13004	2022	RAM	5500	0 GAL	6.7 L
13005	2022	RAM	5500	0 GAL	6.7 L CUMMINS
13006	2013	FORD	F 550	0 GAL	

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
13007	2017	FORD	F 550	0	
13008	2016	FORD	F 550	0	
13009	2016	FORD	F 450	0	
13010	2019	FORD	F 350	0	
13011	2022	FORD	F 350	0 GAL	
13014	2019	FORD	F 550	0 GAL	
13015	2021	CHEVROLET	5500	0 GAL	
13201	2006	FORD	F550 SD	1 TON	6.0--175
13202	2007	FORD	F550 SD	1 TON	6.0--175
13210	2018	RAM	5500	52 GAL	6.7 - 175
13211	2018	RAM	550	0 GAL	
13214	2019	RAM	5500	52 GAL	6.7 175
13220	2008	GMC	SIERRA 3500	0 GAL	6.6
13221	2008	GMC	SIERRA 3500	0 TON	6.6
13222	2008	GMC	SIERRA 3500	0 TON	6.6
13223	2018	RAM	5500 SLT	52 GAL	
13250	2008	CHEVROLET	3500 WT	1 TON	6.6
13260	2006	FORD	F550 SD	0 GAL	6.7-305
13261	2016	RAM	5500	0 GAL	6.7-305
13262	2016	RAM	5500	0	
13267	2018	RAM	550	52 GAL	6.7 - 175
13279	2013	DODGE	5500 TRADEMANS	52 GAL	325
13283	2015	DODGE	5500 TRADESMAN	52 GAL	367
13287	2016	RAM	5500	0 TON	
13289	2019	RAM	5500	0 GAL	

**Count 31 :**

#### **SERVICE TRUCKS**

14001	2018	KENWORTH	T880	64,000 GVW	450
14002	2018	KENWORTH	T370	0 GAL	PX7 280HP
14003	2018	KENWORTH	T 370	0 GAL	PX9 300HP
14004	2019	KENWORTH	T 880	64,000 GVW	CUMMINS ISX15 (450)
14005	2013	FORD	F-750	0 GAL	200
14006	2009	INTERNATIONAL	7400	0 LBS	
14007	2016	CATERPILLAR	CT660L	0 GAL	Cat CT 13
14008	2018	FREIGHTLINER	M2106	0 GAL	8.9L Cummins
14258	1997	INTERNATIONAL	4900	5 TON	DT466--250
14259	1997	INTERNATIONAL	4900	0 GAL	DT466--250
14280	2009	STERLING	ACTERRA	37,000 GVW	CUM 1SC--330
14281	1998	INTERNATIONAL	4700	0 GAL	DT466--230
14292	2019	INTERNATIONAL	MV607	70 GAL	250 B6.7
14293	1989	FORD	F7000	0 GAL	CAT 3208--225
14294	2016	KENWORTH	T440	0 GAL	250
14295	2016	KENWORTH	T440	0 GAL	250
14319	2003	PETERBILT	330	33,000 GVW	300
14323	2020	PETERBILT	567	0 GAL	

**Count 18 :**

#### **ARTICULATED DIRT TRUCK**

17821	2004	CATERPILLAR	730	80 GAL	325
17822	2007	CATERPILLAR	725	0 GAL	
17825	2011	CATERPILAR	740	148 GAL	464 C15 ACERT

**Count 3 :**



<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
<b>MISC TRUCKS / AUTOS</b>					
19405	1981	GMC	BRIGADIER	0	
19822	2007	CATERPILLAR	725	0 GAL	
<b>Count</b>	<b>2</b>			:	
<b>CRANES RT SMALL</b>					
20994	2008	GROVE	RT650E	58 GAL	173 TIER III
<b>Count</b>	<b>1</b>			:	
<b>CRANES RT MED</b>					
21991	2009	TADANO	GR800XL-1	9 GAL	267 TIER III
21992	2009	TADANO	GR800XL-1	79 GAL	267 TIER III
21995	2008	TADANO	GR800XL-1	79 GAL	267 TIER III
21996	2009	GROVE	RT880E	72 GAL	274
<b>Count</b>	<b>4</b>			:	
<b>CRANES CRWL LRG</b>					
24997	2014	MANITOWOC	8000	0 TON	
<b>Count</b>	<b>1</b>			:	
<b>PILING EQUIP</b>					
27800	2007	APE	375	0 GAL	375 TIER III
27801	2007	APE	150T	0	
27802	1990	DLEMAG	D19-42	8 DSL	35-52 BPM
<b>Count</b>	<b>3</b>			:	
<b>TELAHANDLER</b>					
28001	2016	CATERPILLAR	TL1255D	38 GAL	142 C4.4 ACERT
28002	2016	CATERPILLAR	TL1255D	38 GAL	142 C4.4 ACERT
28003	2018	JLG	1055	0 GAL	CUMMINS
28004	2017	JLG	1055	0 GAL	CUMMINS QSF 3.8
28005	2013	CATERPILLAR	TL1055C	0 GAL	
28006	2018	JLG	1255	0 GAL	
28007	2019	JLG	1255	0 GAL	
28008	2019	JLG	1732	0 GAL	
28947	1996	GRADALL	524-3S	0 GAL	
28949	2006	GENIE	GTH636	0 GAL	99
28951	2011	CATERPILLAR	TL1255	38 GAL	142-C4.4TA
28952	2011	CATERPILLAR	TL1055	38 GAL	125 - C4.4TA
28953	2011	CATERPILLAR	TL1255	0 GAL	
28954	2011	CATERPILLAR	TL1055	0 GAL	
28955	2013	CATERPILLAR	TL943C	38 GAL	94.5 - 3045CTIER II
28956	2013	CATERPILLAR	TL1255C	0 GAL	142-C4.4 ACERT
28958	2015	CATERPILLAR	TL 1255C	0 GAL	142 C4.4 ACERT
<b>Count</b>	<b>17</b>			:	
<b>CRAWLER BACKHOES - SM</b>					
31001	2020	TAKEUCHI	TB 240	19 GAL	35.8 4TNV88C-TIER 4
31002	2018	LINK BELT	210 X4	0 GAL	160
31003	2022	KOBELCO	SK45SRX-7	0 GAL	
31004	2016	TAKEUCHI	TB260	0 GAL	
31005	2018	CATERPILLAR	308E2CR	0 GAL	
31855	2007	BOBCAT	335G	0 GAL	40-V2203-TIER 2
31856	2015	TAKEUCHI	TB 260	21 GAL	47 TIER FINAL 4
31857	2016	TAKEUCHI	TB280FR	26 GAL	69 TIER IIII
31858	2019	TAKEUCHI	TB 260	21 GAL	47 TIER IIII

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
31859	2015	YANMAR	Vi035-6A	11 GAL	22.4
31885	2005	JOHN DEERE	160CLC	74 GAL	109
31887	2006	JOHN DEERE	80C	36 GAL	52
31893	2015	CASE	CX145CSR	53 GAL	100 TIER IIII-I
31894	2015	CATERPILLAR	316E	77 GAL	119 C4.4 ACERT
31895	2019	CATERPILLAR	315 FLCR	47 GAL	97 TIER IIII
31896	2015	CASE	CX210 C	0	
31897	2016	CASE	CX145C	53 GAL	100 ISUZU 4 JJ 1X
31898	2015	LINK BELT	80X3	0 GAL	54 ISUZU

**Count 18**

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**CRAWLER BACKHOES - ME**

32001	2007	CATERPILLAR	330DL	164 GAL	270
32002	2019	LINK BELT	245X4	0 GAL	
32003	2017	CASE	CX 245 D	0 GAL	
32884	2005	CASE	CX 330	153 GAL	248 TIER III
32891	2011	VOLVO	290	0	D7E EAE3 192HP

**Count 5**

:

**CRAWLER BACKHOES - LA**

33001	2019	CATERPILLAR	336 TC	0 GAL	
33002	2019	CATERPILLAR	336	0 GAL	
33883	2014	CATERPILER	336E	164 GAL	308
33890	2003	CASE	CX 460	161 GAL	362 TIER III
33892	2013	CATERPILAR	336E HMR	164 GAL	308 TIER IIII INTER.

**Count 5**

:

**CRAWLER BACKHOES - XL**

34001	2006	CASE	CX 700	0 GAL	
34880	2006	JOHN DEERE	650 D	238 GAL	463 Tier 3

**Count 2**

:

**SKID LOADER**

40001	2000	CASE	1845 C	0 GAL	
40921	2000	CASE	1845C	0 YD	53
40922	2001	CASE	1845C	0 YD	56
40924	1996	CASE	1845C	0 YD	56
40925	2000	CASE	1845C	0 YD	56
40926	1996	CASE	1845C	0 YD	56
40927	1996	CASE	1845C	0 YD	56
40928	1996	CASE	1845C	0 YD	56
40931	2001	CASE	1845C	0 YD	56
40932	2000	CASE	1845C	0 YD	56
40933	1999	CASE	1845C	0 CY	56
40934	2000	CASE	1845C	0 CY	56
40935	2005	CASE	420	0 CY	56
40936	2000	CATERPILLER	226 B	0 GAL	50
40937	2000	CASE	1845C	0	56
40939	2000	CASE	1845C	0 GAL	56
40940	2000	CASE	1845C	0 GAL	56
40941	2001	CASE	1845C	0 GAL	56
40942	2000	CASE	1845C	0 GAL	56
40943	2000	CASE	1845C	0 GAL	56
40948	1985	SWINGER	220	0 GAL	

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
<b>Count 21</b>				:	
<b>SKID LOADER - TRACK</b>					
41001	2021	TAKEUCHI	TL12R2	0 GAL	
41002	2016	TAKEUCHI	TL8RW	0 GAL	
41004	2021	TAKEUCHI	TL12R2	0 GAL	
41005	2022	CATERPILLAR	289D3XPS	0 GAL	74
41006	2023	TAKEUCHI	TL12V2	0 GAL	
41860	2014	TAKEUCHI	TL12	24 GAL	110 TIER 4 i
41861	2014	TAKEUCHI	TL12	24 GAL	110 TIER 4 i
41862	2013	CATERPILLAR	279C2	29 GAL	82
41863	2019	TAKEUCHI	TL12R2-CR	24 GAL	110 TIER 4i
41864	2018	BOBCAT	T870	0 GAL	
<b>Count 10</b>				:	
<b>WHEEL LOADERS - SMALL</b>					
42901	2016	CASE	521F	50 GAL	142 TIER 4 B
42904	2012	CATERPILER	928 HX	59 GAL	149 C6.6 TIER 4
42905	2012	CATERPILER	928 HZ	59 GAL	149 6.6 TIER 4
42906	2006	JOHN DEERE	544J	85 GAL	145 HP 6.8 TIER 2
<b>Count 4</b>				:	
<b>WHEEL LOADERS - MED</b>					
43903	2008	CAT	950 H	83 GAL	197
<b>Count 1</b>				:	
<b>WHEEL LOADERS - LARGE</b>					
44902	2006	CAT	966 G	83 GAL	253 10.3L
<b>Count 1</b>				:	
<b>CRAWLER LOADERS</b>					
45873	1994	CAT	963	69 GAL	160
45874	1998	CAT	963B	0 GAL	150
<b>Count 2</b>				:	
<b>DOZER - SMALL</b>					
50868	1989	JOHN DEERE	450G	41 GAL	70
<b>Count 1</b>				:	
<b>DOZER - MED</b>					
51001	2007	CASE	850 K	0 GAL	
51870	2012	CATERPILER	D6N LGP	79 GAL	C6.6-150 TIER4 INTER
51871	2013	CAT	D6N-XL	79 GAL	C6.6-145 TIER 3
51877	2011	CATERPILAR	D5KII LGP	52 GAL	100 4.4 ACERT
<b>Count 4</b>				:	
<b>DOZER - LARGE</b>					
52876	1989	CATERPILLAR	D8N	129 GAL	285
52878	1997	CATERPILLAR	D8R	165 GAL	305
52879	2001	CAT	D7R	1,260 GAL	240
<b>Count 3</b>				:	
<b>COMPACTOR - ROLLER</b>					
60001	2008	VOLVO	SD 100 F	0 GAL	
60002	2018	CASE	SV212D	0 GAL	
60696	1999	NAC	HV70SY	0	99
60763	1997	NAC	VHV1-10369	0	
60915	2004	BOMAG	BW213	90 GAL	155-6B5.9
60916	2008	VOLVO	SD100D	72 GAL	128

<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
60917	2000	CATERPILLER	SD563D	58 GAL	145
60918	2005	CATERPILLER	CS423E	42 GAL	79
<b>Count</b>	<b>8</b>			:	
<b>COMPACTOR - SHEEPS FO</b>					
61909	1990	CAT	815A	93 GAL	160
61910	2005	CATERPILLER	815 F	117 GAL	253
61911	2006	BOMAG	BW124PDH-3	29 GAL	49
<b>Count</b>	<b>3</b>			:	
<b>SCRAPERS/PULL PANS</b>					
65810	1967	RWF BRON	63F	0	Rear 29.5 X 29
65811	1975	ROME	R67H	0	
<b>Count</b>	<b>2</b>			:	
<b>TRENCHERS</b>					
70667	1999	VERMEER	V-2050	0	
<b>Count</b>	<b>1</b>			:	
<b>DIRECTIONAL BORING UNI</b>					
71001	2015	VERMEER	24/40 II	0 GAL	
71002	2021	VERMEER	D24X40 III	0 GAL	125 TIER III
71003	2015	VERMEER	D9X13 III	0 GAL	
71004	2021	VERMEER	10X15 III	0 GAL	60
71005	2015	VERMEER	36X50 II	0 GAL	
71966	2006	VERMEER	D24/40 II	15 GAL	125 TIER II
71967	2008	VERMEER	D24/40II	15 GAL	125 TIER III
71968	2008	VERMEER	D24/40II	15 GAL	125 TIER III
71969	2007	VERMEER	24/40 II	15 GAL	125 TIER III
71970	1999	VERMEER	D50X100A	15 GAL	
71971	2014	VERMEER	D36/50II	46 GAL	126 TIER III
<b>Count</b>	<b>11</b>			:	
<b>UTILITY TRAILERS</b>					
74001	2020	TOWMASTER	T20	20,000	
74003	2004	VERMEER	E 550	0 GAL	
74004	2003	VERMEER	E 550	0 GAL	
74005	2021	EAGER BEAVER	20 XPT	0	
74006	2021	WHEELER REELER	MR120X3	0	
74007	2021	B&B	TBTC2224ET-12K-	0	
74009	2022	B&B	T15	0	
74010	2023	EAGER BEAVER	25 XPL	0	
74011	2023	BIG TEX	14LP-14BK6SIRPD	0	
74012	2023	EAGER BEAVER	25 XPL	0	
74013	2018	VECTOR	MS800HD	0 GAL	
74014	2019	CAM	25CAM829TA	0	
74019	2018	VAC TRON	LP873SDT	0	
74020	2018	CAM	25CAM837TA	0	
74508	2015	JTC	JTC-8000	8,000	8 HOLE
74509	2013	BRINDLE	BRT150	0	
74510	2016	BRINDLE	BRT150	0	
74542	2007	EAGER BEAVER	20XPT	40,000	
74544	2016	CUSTOM	12T202ELPHD	0	
74545	2019	TOWMASTER	T-18D	0	
74546	2019	TOWMASTER	T-20D	20,000	



<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
74547	2020	CUSTOM	12T202ELPHD	0	
74556	2008	EAGER BEAVER	20XPT	20	
74622	1998	TRAILER BOSS	15 TON	0	
74624	2000	TOWMASTER	T-14DD	14,000	
74626	2015	JTC	JTC-1600	0	
74632	2015	JTC	JTC-16000	0	
74633	1998	TRAILER BOSS	15 TON	15	
74656	2001	DYNAWELD	40TALT	50,000	
74659	2001	DYNAWELD	40TALT	50,000	

Count 30

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#### MISC EQUIPMENT

80003	2018	BOMAG	BMP8500	0 GAL	
80004		TORNADO		0	
80006		WACKER NEUSON	G50	0 GAL	
80007		SPANCO	2ALU1212	0	
80010	2016	WACKER NEUSON	RT82SC	0 GAL	
80011	2024	POLARIS	RANGER CREW 11	0	
80403	2020	WACKER	LTV6	5 GAL	13.1
80415	2001	INGERSOLL RAND	S8-4MH	0 GAL	
80518	2015	CONDUX	PULLER	0 GAL	16
80519	2015	CONDUX	PULLER	0 GAL	16
80981	2001	BID-WELL	5000	0	
80982	2002	BID-WELL	3600	1	
80983	2000	BID-WELL	4800	0 GAL	

Count 13

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#### AIR COMPRESSORS

81001	2012	SULLAIR	900HAF iT4	0 LBS	
81700	2003	INGERSOLL RAND	P185WIR	185 CFM	65 -3059 - TIER 1
81701	2003	INGERSOLL RAND	P185WIR	185 CFM	65-3059-TIER 1
81702	2003	INGERSOLL RAND	P185WIR	185 CFM	65-3059-TIER1
81703	2008	ATLAS COPCO	AC-XAS185JDU6	185 CFM	65-4045-TIER 3
81706	2005	INGERSOLL RAND	P185WJDU	185 CFM	54-4045-TIER 2
81708	2005	INGERSOLL RAND	P185WJDU	185 CFM	54-4045-TIER 2
81710	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81711	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54
81717	2007	ATLAS COPCO	AC-XAS185JD6	185 CFM	54-4045-TIER 2
81718	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81721	2007	ATLAS COPCO	AC-XAS185JDC6	185 CFM	54-4045-TIER 2
81722	2007	ATLAS COPCO	AC-XAS185JDL6	185 CFM	54-4045-TIER 2
81723	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81725	1997	LEROI	Q185DJE	0 GAL	
81731	1988	INGERSOLL RAND	P175BWD	185 CFM	54-4045-TIER 2
81733	2007	ATLAS COPCO	AC-XAS96JDU	185 CFM	54-4045-TIER 2
81735	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81736	2006	ATLAS COPCO	AC-XAS96JD	185 CFM	54-4045-TIER 2
81747	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81753	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81757	2001	LEROI	Q185DKE	185 CFM	54-4045-TIER 2
81759	2007	ATLAS COPCO	AC-XAS185JDU6	185 CFM	54-4045-TIER 2
81764	2007	ATLAS COPCO	AC-XAS185JDU6	0 GAL	54-4045-TIER 2

Count 24

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<u>Equipment</u>	<u>ModelYr</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Capacity</u>	<u>Unit / HorsePower</u>
<b>ATTACHMENTS</b>					
90002		ABI	HVR 85	0	
90004	2020	GENESIS	5K	0	
90005	2023	KOBUS	400 SERIES	0	
90480	1995	LINE WARD	L-2	0	
90648	2019	FRD (KENT)	F6FSP	0	
90652	1999	NPK	7XH	0	
90675	2015	HOLMS	300	0	
90685	2000	INDECO		0	
90688	2009	INDECO	HP8000	0	
90690	2015	BODINE	APCP-2300C	0	
90697	2016	FRD ( KENT)	F6	0	1000 CLASS
90698	2018	FRD (Kent)	F6-SS	0	1000 CLASS
90960	2005	KENT	KF9	0	
90962	1999	ROME	TAW20S	0	
<b>Count</b>	<b>14</b>				:
<b>SMALL TOOLS</b>					
98003	2020	WACKER NEUSON	DPU6555	0 GAL	
98005	2021	WACKER NEUSON	DPU 6555	0 GAL	
98635	2014	BOMAG	BMP8500	0 GAL	
98638	2016	MORRISON	SUPER SCREED	2 GAL	8
98682	2016	FRD ( KENT )	F9	0	550-900 BPM
98684	2015	KENT / KURUKAWA	FX55FSP	0	500-1000
<b>Count</b>	<b>6</b>				:
<b>Grand Total</b>					

## BID BOND

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

### BIDDER

Name: N-TRAK GROUP, L.L.C.  
Address: 1523 Windsor Rd  
Loves Park, IL 61111

### SURETY

(Name and Address of Principal Place of Business)

Name: Selective Insurance Company Of America  
Address: 40 Wantage Avenue

### OWNER

Branchville, NJ 07890  
Name: City of Rochelle  
420 N. 6<sup>th</sup> Street  
Address: Rochelle, IL 61068

### BID

Bid Due Date: June 27, 2025  
Project: I-39 Line Upgrades, Directional Boring

### BOND

Bond Number: SEL03964  
Date: 6/18/2025  
(Not later than Bid due date)

Penal Sum: Five Percent of the Amount Bid \$ 5.00%  
(Words) (Figures)

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

### BIDDER

N-TRAK GROUP, L.L.C.

(Seal)

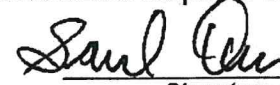
### SURETY

Selective Insurance Company Of America (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:   
Signature and Title

By:  Samuel Duchow, Attorney-in-fact  
Signature and Title  
(Attach Power of Attorney)

Attest:   
Signature and Title

Attest:   
Signature and Title  
Karla Heffron, Witness

Note: Above addresses are to be used for giving required notice.

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.

# SELECTIVE INSURANCE®

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1336141

## POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **Samuel Duchow**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety, issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Thirty Million Dollars (\$30,000,000.00)**. This certifies that this Power of Attorney is in full force and effect as of the date of said fidelity and surety bonds or undertakings and other documents of a similar character, including but not limited to Proposal Bonds, Letters of Surety, and Consents of Surety.

Signed this 18th day of June, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

*Brian C. Sarisky*  
Brian C. Sarisky

Its SVP, Chief Underwriting Officer, Commercial Lines



STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 18th day of June, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15, 2029  
COMMISSION: #2312839

*Christine Marie Lawson*  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 18th day of June, 2025

*Michael H. Lanza*  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (5-25)

CERTIFIED COPY

**ADDENDUM NO. 1**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**I-39 LINE UPGRADES – DIRECTIONAL BORING  
3626 K003**

**June 19, 2025**

---

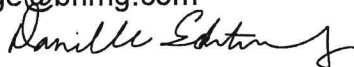
**ADD-1**

1. The bid due date has changed to June 26, 2025.
2. The time has changed. Rochelle Municipal Utilities will receive bids until 11:30 a.m.

END OF ADDENDUM

Please confirm receipt of this Addendum by signing and emailing to  
awooldridge@bhmg.com

Name



Company N-TRAK Group, LLC



## 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 Winnebago

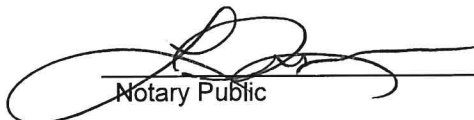
Danielle Schlichting \_\_\_\_\_, being first duly sworn, deposes and says that he is Managing Member \* (~~sole owner, partner, president, secretary, etc.~~) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine 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.

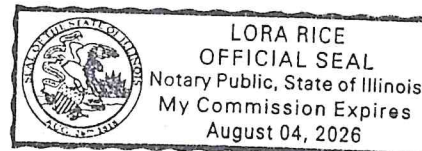
Signed: 

Title: Managing Member

Subscribed and sworn to before me this 26 day of June 20 25

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.

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:** N-TRAK Group, LLC



## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3626 K003**

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>
#1	6/19/2025

- 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 specified 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 specified 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):

Proposal: \$ 105,000. <sup>00</sup>
Allowance: \$6,000
Proposal Total Bid Price: \$ 111,000. <sup>00</sup>

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 **\$6,000** for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in TBD, lead times are based on the release date of equipment.

- Substantial Completion: 10/1/25
- Final Completion: 12/1/25

**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: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Type: \_\_\_\_\_  
(General Business, Professional, Service, Other)

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corporate Seal)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

LLC Name: N-TRAK Group, LLC

State in which organized: Illinois

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

Name: Danielle Schlichting

Business Address: 1523 Windsor Rd., Loves Park, IL 61111

Phone: 815-282-3000

Email: dschlichting@ntrakgroup.com

END OF SECTION

**SUBCONTRACTORS AND SUPPLIERS FOR  
I-39 LINE UPGRADES – DIRECTIONAL BORING**

SUBCONTRACTORS:

FCS FOR TRAFFIC CONTROL

SUPPLIERS:

FERGUSON WATERWORKS FOR PIPING MATERIAL

**Affidavit of Authority to Sign for a Limited Liability Company**  
**And to do Business in the State of Illinois**  
**FEIN 27-2411547**

Date: 6/26/2025

We, N-TRAK Group, LLC,  
(Name of company)

of 1523 Windsor Road  
(Street Address)

Loves Park, IL 61111  
(City, State & Zip)

certify that Robert Anderson and Danielle Schlichting  
(Printed Name of Individual(s) Granted Authority to Sign for LLC)

have the authority to execute contract documents, payroll, and banking documents among other business-related documents on behalf of our Limited Liability Company and do business in the State of Illinois. All N-Trak Group LLC employees are covered under our current Worker's Compensation coverage through our Company's insurance provider.

**Unemployment Insurance Account Number: 4599656**  
**Illinois Department of Human Rights Number: 132429-00, expiration 12/05/2024**

Sworn to and subscribed before me:

This day of, June 26, 2026

Lora Rice  
(Printed Name of Notary)


  
(Notary Public's Signature/Stamp)

August 04, 2026  
(Date My Notary Commission Expires)

Danielle Schlichting  
(Printed name of Owner)

  
(Signature of Owner)

Robert Anderson  
(Printed name of Owner)

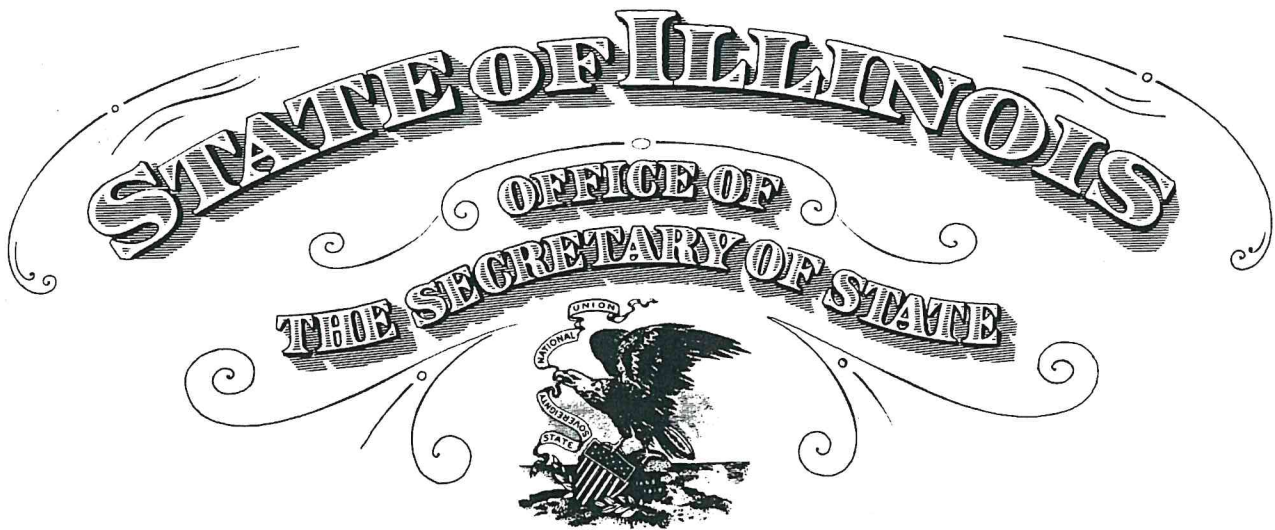
  
(Signature of Owner)



Windsor Road Loves Park, Illinois 61111 O - 815.282.3000 F - 815.282.3003

File Number

0326583-8



***To all to whom these Presents Shall Come, Greeting:***

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

N-TRAK GROUP, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 21, 2010, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of JANUARY A.D. 2025 .***





**Illinois Department  
of Transportation**

# Certificate of Eligibility

Contractor No 4331

N-TRAK Group, LLC  
1523 Windsor Road LOVES PARK, IL 61111

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$109,483,000.00

001	EARTHWORK	\$10,150,000
005	HMA PAVING	\$1,400,000 B
012	DRAINAGE	\$23,275,000
017	CONCRETE CONSTRUCTION	\$5,400,000
018	LANDSCAPING	\$1,500,000
034	DEMOLITION	\$3,725,000
08A	AGGREGATE BASES & SURF. (A)	\$5,550,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/24/2025 TO 4/30/2026 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/24/2025.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

  
Engineer of Construction

## 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 Tim Jagielski, whose address is P.O. Box 382, Byron, IL 61010-0382 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.

*Bidder can  
provide documentation  
as requested by owner  
if law bidder.*

## 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):

☐ Individual  
☐ Partnership  
☐ Corporation

☐ Real Estate Agent  
☐ Government Entity  
☐ Trust or Estate

☒ Limited Liability Company - Partnership

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: N-TRAK Group, LLC

Federal Taxpayer Identification Number: 27-2411547

By: Danielle Schlichting

Title: Managing Member

By: 

Title: managing member



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



*Jamie Rott  
Water Superintendent  
Department of Public Works*

June 25, 2025

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

RE: Letter of Reference

To Whom It May Concern:

The City of Rockford Public Works – Water Division has contracted with N-TRAK Group, LLC on several projects involving directional drilling, including multiple Lead Service Line Replacement projects. N-TRAK has consistently completed these projects in accordance with the approved plans and specifications, and their work has met our expectations and satisfaction.

If you have any questions, please feel free to contact me at (779) 348-7654.

Respectfully,

Jamie Rott  
Water Superintendent



(815) 633-5461

nppwd@northparkwater.org

1350 Turret Drive, Machesney Park, IL 61115



June 24, 2025

Rochelle Municipal Utilities  
City of Rochelle  
420 N 6th St.  
Rochelle, IL 61068

RE: Letter of Reference

To Whom It May Concern:

This letter is in recommendation of N-TRAK Group, LLC for work involving directional drilling. North Park Public Water District has worked with N-TRAK Group, LLC on various projects where they have performed directional drilling for water services. These projects were completed per the plan and specifications and to our satisfaction.

If you have any questions, please feel free to contact me.

Respectfully,

Josh Beeman

North Park Public Water District

**TCI CONCRETE, INC.**  
**129 S. PHELPS AVE. #1003B**  
**ROCKFORD, IL 61108**  
**(815) 398-6557**

---

June 24, 2025

Rochelle Municipal Utilities  
City of Rochelle  
420 N 6th St.  
Rochelle, IL 61068

RE: Letter of Reference

To Whom It May Concern:

This letter is in recommendation of N-TRAK Group, LLC for work involving directional drilling. N-TRAK installed a 6" sanitary service line, connecting to the existing sanitary sewer, at my commercial property located along Willowbrook Road in South Beloit, IL. This project was completed per the plan and specifications and to our satisfaction.

If you have any questions, please feel free to contact me.

Respectfully,

Sincerely,



Salvatore Tarara  
President



## 5 Year Project Overview

Name of Projects Completed	Awarded Contract Amount	Final Contract Amount	Completion Date	Owner/Prime Contractor	Reference Contact	Scope of Work Performed
Dayton Freight Lines New Terminal Building	\$865,417.00	\$915,703.11	9/30/20	Renier Construction Corporation	Curran Contracting	Install sanitary, water main and storm sewer for new distribution terminal in Hampshire, IL.
IDOT 64D70 Route 251 Resurfacing	\$2,366,729.00	\$2,324,358.00	6/30/20	IDOT	Curran Contracting	Box culvert replacements with concrete paving patches.
Rock Cut State Park, IDOT Contract 46903	\$5,398,925.00	\$5,701,131.00	6/1/20	IDOT	Unavailable	Earthwork & grading, storm sewer, concrete construction. Subcontracted landscaping & bridge work.
Pilot Truck Stop, Rochelle	\$1,612,182.00	\$1,544,371.00	6/30/20	Curran Contracting	Curran Contracting	Water Main & Sanitary Installation. 100% self-performed
City of Rockford Lead Service Line Replacement, Phase 1	\$2,000,000.00	\$2,008,443.00	7/15/20	City of Rockford	City of Rockford - Jamie Rott	Replacement of multiple lead service lines throughout the city. 100% self-performed
Swedish American Hospital Additions, main campus	\$2,134,422.00	\$2,274,427.00	10/31/20	Ringland Johnson Construction as GC for Swedish American Hospital	Ringland Johnson	Site work including parking lot improvements
East State St Water Main Relocation	\$945,670.00	\$1,006,379.00	5/28/21	City of Rockford	City of Rockford - Jamie Rott	Water Main Installation. 100% self-performed
River Lane Reconstruction - Phase 1	\$1,698,331.00	\$1,695,637.00	12/15/21	City of Loves Park	Arc Design Resources	Road reconstruction with storm sewer, water main and pedestrian improvements.
Project Sawgrass	\$2,069,855.00	\$2,320,842.00	12/30/21	Venture One Real Estate, LLC / Clayco, Inc.	Curran Contracting	Install sanitary, water main and storm sewer for Amazon distribution center in Cherry Valley, IL.
City of Rockford Lead Service Line Replacement, Phase 3	\$4,000,000.00	\$4,015,327.00	6/30/22	City of Rockford	City of Rockford - Jamie Rott	Replacement of multiple lead service lines throughout the city. 100% self-performed
City of Sycamore Lead Service Line Replacement Re-Bid	\$1,400,000.00	\$1,479,490.00	6/30/22	City of Sycamore	City of Sycamore	Replacement of multiple lead service lines throughout the city. 100% self-performed
Logan Ave Improvements	\$2,671,813.00	\$2,680,504.00	11/30/22	City of Belvidere	Arc Design Resources	Road reconstruction with storm sewer and pedestrian improvements.
River Lane Reconstruction - Phase 2	\$1,611,622.00	\$1,650,432.00	11/30/22	City of Loves Park	Arc Design Resources	Road reconstruction with storm sewer and pedestrian improvements.
Project Dolphin	\$1,588,000.00	\$1,733,215.00	6/30/23	USRLP Dolphin Owner, LLC / Clayco, Inc.	Clayco, Inc.	Install sanitary, water main and storm sewer for distribution center in Cherry Valley, IL.
Rock Cut State Park, IDOT Contract 46934	\$4,447,038.00	\$4,447,038.00	11/22/23	IDOT	IDOT District #2	Road widening & reconstruction, along with parking lot reconstruction. Box culvert installation with additional storm sewer improvements.
Orth Rd, Paulson Rd & Misc Street Repairs	\$1,680,250.00	\$1,680,250.00	11/22/23	City of Loves Park	Arc Design Resources	Road widening & reconstruction with storm sewer improvements.
Lead Service Line Replacement Phase #5	\$4,000,000.00	\$4,000,000.00	12/31/23	City of Rockford	City of Rockford - Jamie Rott	Lead service line replacements at various residential locations throughout City.
Irene Road Realignment	\$1,432,010.00	\$1,432,010.00	10/1/23	City of Belvidere	CES, Inc.	New road construction with concrete, storm sewer and electrical improvements.
IDOT Contract 64G68 Perryville Rd. Over I-39 Bridge Replacement	\$1,214,917.00	\$1,239,473.00	11/22/23	IDOT / Sjostrom & Sons, Inc.	Sjostrom & Sons, Inc.	Earth excavation and storm sewer improvements.
IDOT #226 - IDOT I-39 Reconstruction	\$6,930,165.00	\$6,930,165.00	3/31/25	IDOT / Curran Contracting	Curran Contracting	Storm Sewer for Interstate I-39 Reconstruction Project
Adams Avenue Improvements	\$6,224,918.00	\$5,750,500.00	11/30/24	City of Freeport / Helm Civil	Helm Civil	Sanitary, Watermain and Storm Sewer Improvements for Adams Avenue Reconstruction
Project Yukon	\$14,929,980.00	\$17,720,610.00	11/30/24	Wal-Mart Stores / Whiting Turner	The Whiting Turner Contrating Company	Sanitary, Watermain and Storm Sewer Improvements for Belvidere Cold Storage Facility
Brooke Road Improvements	\$1,408,177.00	\$1,594,225.00	11/22/23	City of Rockford	City of Rockford	Roadway improvements with new sidewalk, concrete curb and gutter and storm sewer.
Bell School Widening	\$3,567,525.00	\$3,236,854.00	10/1/24	Winnebago County Hwy Dept	Winnebago County Hwy Dept - Andy Limberg	Roadway improvements with new sidewalk, concrete curb and gutter and storm sewer.
Jefferson St Watermain Replacement	\$4,363,684.00	\$4,060,093.00	9/30/24	City of Rockford	City of Rockford	Watermain Improvements
Burden Road Improvements	\$3,339,258.00	\$3,417,136.00	11/1/24	Village of Machesney Park	McMahon Associates	Road reconstruction with storm sewer, concrete curb and gutter

### References:

City of Rockford - Ryan Lundberg - 779-348-7644; Jamie Rott - 779-348-7654

McMahon Associates- Chris Dopkins - 815-636-9590

Four Rivers Sanitation Authority - Matt Campbell - 815-387-7684

Ringland Johnson Construction - Brent Johnson - 815-332-8600

ARC Design Resources - Jeff Linkenheld - 815-484-4300

Curran Contracting -Mike Leopardo - 815-455-5100

City of Sycamore - Mark Bushnell - 815-895-4557

Clayco, Inc. - Sean Moran - 773-677-1783

CES, Inc. - Adam Bunge 815-547-8435

Sjostrom & Sons, Inc. - Larry Kuehne - 815-226-0330

Winnebago County Hwy Dept - 815-319-4000

Whiting Turner - Nick Murphy 630-541-1100

Helm Civil - Lawrence Hasken 815-297-8507



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### **STATEMENT OF QUALIFICATIONS FOR N-TRAK GROUP, LLC**

N-TRAK Group is a Limited Liability Company located in Loves Park, IL that is registered in the State of Illinois, and employs a staff experienced with 30 plus years of earthwork, demolition, underground utility work, including, but not limited to, sanitary sewer construction, water main and storm sewer installation, as well as directional drilling, aggregate production, HMA paving and concrete construction. We have crews capable of executing multiple projects simultaneously and executing a broad spectrum of work categories in the excavation industry.

N-TRAK is a woman owned business, for which we are certified with the City of Rockford. We are also IDOT Prequalified. We own and operate four local quarries/aggregate production sites.

#### **EQUIPMENT:**

- Varying Sizes of John Deere & CAT Excavators
- Various Demolition Attachments for Excavators
- Multiple Rubber Tire Loaders
- 963 CAT Track Loader
- Three (3) Crushing Operations
- Trench and ditch boxes
- Multiple Skid Loaders
- Tandem Dump Trucks and Semi Trailers
- D6 Caterpillar Dozer with GPS
- Rollers
- John Deere Tractor & Scraper Pan
- Graders
- Line Stop & Tapping Machines for Water Main
- Walk-Behind Saw for Pavement Cutting
- Dewatering Pumps
- Three (3) Directional Drills
- Carlson Asphalt Paving Machine
- M1000 Miller Curb Machine

\*This list is not inclusive of the entire N-TRAK equipment fleet.



## Key Personnel

Individual's Name	Present Position	Years Experience	Type of Work	In What Capacity
Danielle Schlichting	Owner, Operations	20	Management	Operations
Robert Anderson	Owner	20	Management	Accounting
Casey Morgan	Operations, Lead Estimator	27	Management	Public & Private Contracts/ IDOT & Tollway Contracts
Rob Schlichting	Superintendent	27	Field Management	Underground / Demolition Contracts
Brian Butt	Superintendent	31	Field Management	Public & Private Contracts/ IDOT & Tollway Contracts
Kyle Markhardt	Project Manager	19	Field Management	Underground / Demolition Contracts
Josh Oman	Project Manager	21	Field Management	Concrete & IDOT Contracts
Curt Szymanski	Project Manager	30	Field Management	Roadway & Paving Contracts
Matt Harrison	Estimator	6	Estimator	Demolition/ Commercial Site Development
Brock Cunningham	Foreman	20	Laborer	Site / Earthwork
Eric Seymour	Foreman	25	Laborer	Underground / Site
Wayne Oppold	Foreman	27	Equipment Operator	Underground/ Drainage
Jesse Cooper	Foreman	20	Laborer	Underground/ Drainage
Jason Wilke	Foreman	10	Laborer	Underground/ Drainage
Porfirio Diaz	Foreman	27	Laborer	Underground
Dan Slabaugh	Operator	11	Operator	Underground
Nick Vallance	Operator	23	Operator	Equipment Mechanic
Nick Rhodes	Operator	22	Operator	Demolition/ Removals
Lonnie Calhoun	Operator	25	Operator	Site / Earthwork
Kameron McKee	Operator	15	Operator	Directional Boring
Andy Hattoon	Operator	17	Operator	Directional Boring

# N-TRAK Group, LLC

## *Safety*

Safety is our core value and is at the forefront of everything we do. We are committed to the ongoing training of our employees to ensure the latest OSHA and MSHA standards are being met. Our employees and the communities we work in are the most important aspect of every job we do and ensuring their safety is always our highest priority.

We recognize the importance of jobsite safety for every single person that steps foot on our site and we make it our personal mission to maintain the safest site possible but encouraging all personnel to identify and remedy any hazards and reinforce compliance of all safety measures.

With an EMR rate that 0.84 or lower for the past 3 years, we have demonstrated our commitment worksite safety and take pride in reassuring clients and owners that they are in good hands with us. We understand that a successful project is a safe project.

### Our Safety Promise

#### ➤ Training

We understand that what we ask of our employees starts with proper training and basic proficiencies of safety protocols.

#### ➤ Resources

We recognize that to perform a job safely, we have to equip our team with not only knowledge but also the right resources. This includes skilled personnel, PPE and well-maintained equipment.

#### ➤ Leadership

We encourage every employee to take the role of leader when it comes to safety. Starting at the top level with our management team, we set a high standard for safety and work closely with our crews to maintain a clear pathway for a safe and productive work site.

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**ROCHELLE MUNICIPAL  
UTILITIES**

**I-39 LINE UPGRADES**

**DIRECTIONAL BORING**

3626 K003



**Rochelle**  
MUNICIPAL UTILITIES  
The City of Rochelle - Ready, Ready, Ready!

# CITY OF ROCHELLE, IL

## I-39 LINE UPGRADES DIRECTIONAL BORING

3626 K003

Construction Bids Due:  
June 27, 2025  
2:00 p.m.  
Location: Rochelle City Hall

Direct inquiries for clarification to:  
Chris Couch  
BHMGE 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



## **INVITATION FOR BIDS**

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

I-39 Line Upgrades  
Directional Boring

until 2:00 p.m. local time on June 27, 2025, at the City of Rochelle, 420 N. 6th 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 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 3626 K003.

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 City of Rochelle 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.

Date: June 6, 2025

City of Rochelle, Illinois  
John Bearrows, Mayor

## **Instructions to Bidders**

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

1.01 Terms used in these Instructions to Bidders 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 - COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

### **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be requested by the Owner.

### **ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

4.01 *Subsurface and Physical Conditions*

- A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except



Underground Facilities) that Engineer has used in preparing the Bidding Documents.

4.02 *Subsurface and Physical Conditions*

A. The Specification identifies:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

- B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings, which are not part of the Contract Documents, but the other "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.03 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others. It shall be the responsibility of the Contractor to request underground facility and utility locators.

4.04 *Hazardous Environmental Condition* *Not Used*

- 4.05 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the

scope of the Work appear in Paragraph 4.06 of the General Conditions.

- 4.06 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.07 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.08 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.
  - B. Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. *Not used*
  - E. Obtain and carefully study (or accept consequences of 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 any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
  - F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its 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.

- G. Become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Correlate 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.
  - I. 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 thereof by Engineer is acceptable to Bidder.
  - J. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly 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 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 performing and furnishing the Work.

**ARTICLE 5 – *Not Used***

**ARTICLE 6 - SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

**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 four days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner 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 meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 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 – *Not Used***

#### **ARTICLE 10 - LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

#### **ARTICLE 11 - SUBSTITUTE AND "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 without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such



acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

## **ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 - PREPARATION OF BID**

- 13.01 *Not Used*
- 13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid 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 section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.03 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 below the signature.

13.04 *Not Used*

13.05 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 below the signature.

13.06 *Not Used*

13.07 *Not Used*

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS**

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each unit described in the Bidding Documents as provided for in the Bid Form. The price for each unit will be the amount added to *or* deleted from the base Bid if Owner selects an addition or reduction of the scope of work. In the comparison of Bids, unit pricing will be applied in the same order as listed in the Bid form.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

## ARTICLE 15 - SUBMITTAL OF BID

15.01 Bidder to complete these items from the Specification and submit with the Bid:

- A. Bid Form
- B. Bid Security
- C. Non-Collusion Affidavit
- D. Qualifications
- E. Addendum (if issued)
- F. List of Proposed Subcontractors
- G. List of Proposed Suppliers

15.02 Bids shall be submitted no later than 2:00 p.m. local time, June 27, 2025 at the address shown below.

- A. The Bid and all documents shall be enclosed in a sealed envelope plainly marked with the following:
  - 1. Project Title: I-39 Line Upgrades, Directional Boring
  - 2. Name and address of Bidder
- B. 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".
- C. All Bids shall be delivered to:

**City of Rochelle, IL  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3626 K003**

## ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the 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.



## **ARTICLE 17 - OPENING OF BIDS**

- 15.01 Bids will be opened at the time and place indicated in Article 15 and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

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

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work 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 Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner 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 prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose



Bid is in the best interests of the Project.

#### **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

#### **ARTICLE 21 - SIGNING OF AGREEMENT**

- 21.01 When Owner gives 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 which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within fifteen (15) days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

#### **ARTICLE 22 - SALES AND USE TAXES**

- 22.01 Owner is exempt from Illinois State sales and use taxes on materials and equipment to be incorporated in the Work by Exemption No. E99941376. Said taxes shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 23 - PREVAILING WAGES**

- 23.01 The Contractor shall be in full compliance with the Prevailing Wages for this project and shall comply with the prevailing wage provisions of Illinois Division of Labor Standards, Wage and Hour Section, for Ogle County, Illinois.

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 Kendall

Joseph B. Spencer, being first duly sworn, deposes and says that he is 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.

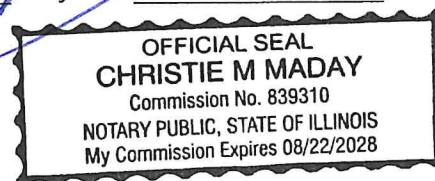
Signed: \_\_\_\_\_

Title: President

Subscribed and sworn to before me this 26th day of June 20 25

Seal of Notary: \_\_\_\_\_

Christie M. Maday  
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

<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:** Utility Dynamics Corporation

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**City of Rochelle  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
3626 K003**

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>06/19/2025</u>
<u> </u>	<u> </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, 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 specified 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 specified 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>Proposal: \$</b>	88,800.00
<b>Allowance: \$6,000</b>	
<b>Proposal Total Bid Price: \$</b>	94,800.00

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 \$6,000 for required scope change in the project.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Based on an award date in TBD, lead times are based on the release date of equipment.

- Substantial Completion: 10/1/25
- Final Completion: 12/1/25

**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: Utility Dynamics Corporation  
State of Incorporation: Illinois  
Type: Electrical Contractor  
*(General Business, Professional, Service, Other)*  
By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*  
Name: Joseph B. Spencer  
Title: President  
Attest:  *(Corporate Seal)*  
*(Signature of Corporate Secretary)*  
Business Address: 23 Commerce Drive  
Oswego, IL 60543  
Phone: (630)554-1722  
Email Address: contact@utilitydynamicscorp.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



## 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 Law Offices of John F. Dixon, whose address is 1415 West 55th St.- Suite #101, LaGrange, IL 60525, 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:

Utility Dynamics Corporation

Federal Taxpayer Identification  
Number:

36-2776022

By:

Title:

Joseph B. Spender, 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



**\*PLEASE SEE ATTACHED\***  
**BID BOND**

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

BIDDER

Name:  
Address:

SURETY

(Name and Address of Principal Place of Business)

Name:  
Address:

OWNER

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

BID

Bid Due Date: June 27, 2025  
Project: I-39 Line Upgrades, Directional Boring

BOND

Bond Number:  
Date:  
(Not later than Bid due date)

Penal Sum: \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

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

BIDDER

(Seal)

SURETY

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

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.

# UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE  
OSWEGO, ILLINOIS 60543  
e-mail: [contact@utilitydynamicscorp.com](mailto:contact@utilitydynamicscorp.com)

PHONE:  
(630) 554-1722  
FAX (630) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

## SUPPLIERS FOR I-39 Line Upgrades- 3626 K003

Sunrise Electric  
130 S. Addison Rd.  
Addison, IL 60101  
(630)543-1111

Universal Utility Supply Co.  
395 Industrial Drive  
Units A & B  
West Chicago, IL 60185  
(630)231-1680

Rodgers Ready-Mix  
5510 S. Mulford  
Rockford, IL 61109



# UTILITY DYNAMICS CORPORATION

23 COMMERCE DRIVE  
OSWEGO, ILLINOIS 60543  
e-mail: [contact@utilitydynamicscorp.com](mailto:contact@utilitydynamicscorp.com)

PHONE:  
(630) 554-1722  
FAX (630) 554-1195

ELECTRICAL CONTRACTORS • OVERHEAD LINE CONSTRUCTION • UNDERGROUND DISTRIBUTION SYSTEMS

## QUALIFICATION REFERENCES FOR UTILITY DYNAMICS CORPORATION

Mustafa Kahvedzic  
City of Batavia  
200 N. Raddant Rd.  
Batavia, IL 60510  
(630)454-2353

Jennifer Hilkemann  
City of Geneva  
1800 South St.  
Geneva, IL 60134  
(630)232-1503

Blake Toliver  
City of Rochelle  
420 N. 6<sup>th</sup> St.  
Rochelle, IL 61068  
(815)561-2034

**ADDENDUM NO. 1**

**FOR**

**ROCHELLE MUNICIPAL UTILITIES**

**I-39 LINE UPGRADES – DIRECTIONAL BORING  
3626 K003**

**June 19, 2025**

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**ADD-1**

1. The bid due date has changed to June 26, 2025.
2. The time has changed. Rochelle Municipal Utilities will receive bids until 11:30 a.m.

**END OF ADDENDUM**

Please confirm receipt of this Addendum by signing and emailing to  
awooldridge@bhmng.com

Name Christie Maday

Company Utility Dynamics Corporation

**BID BOND**

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

**BIDDER**

Name: Utility Dynamics Corporation  
Address: 23 Commerce Drive  
Oswego, IL 60543

**SURETY**

(Name and Address of Principal Place of Business)

Name: Western Surety Company  
Address: 801 Warrenville Road  
Lisle, IL 60532

**OWNER**

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

**BID**

Bid Due Date: June 27, 2025  
Project: I-39 Line Upgrades, Directional Boring

**BOND**

Bond Number: Bid Bond  
Date: June 27, 2025  
(Not later than Bid due date)

Penal Sum: Five Percent of Amount Bid \$ 5% of Amount Bid  
(Words) (Figures)

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

**BIDDER****SURETY**

(Seal)

(Seal)

Utility Dynamics Corporation  
Bidder's Name and Corporate Seal

Western Surety Company  
Surety's Name and Corporate Seal

By:

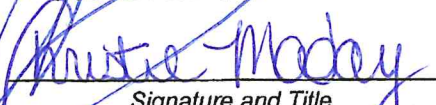
  
Signature and Title  
President

By:

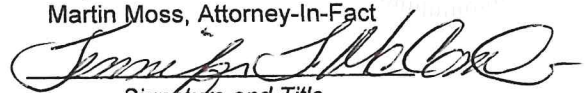
  
Signature and Title

(Attach Power of Attorney)  
Martin Moss, Attorney-In-Fact

Attest:

  
Signature and Title  
Corporate Secretary

Attest:

  
Signature and Title  
Jennifer McComb, Witness

Note: Above addresses are to be used for giving required notice.

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.

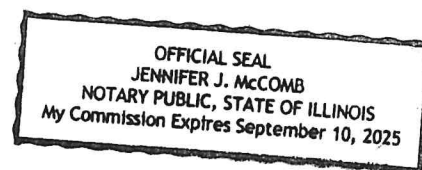
State of Illinois }  
County of DuPage } ss.

On June 27, 2025, before me, Jennifer J. McComb, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Martin Moss known to me to be Attorney-in-Fact of Western Surety Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires September 10, 2025

  
Jennifer J. McComb, Notary Public



Commission No. 721282

# 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

**James I Moore, Stephen T Kazmer, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J McComb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, 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 1st day of April, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of April, 2024, 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, Notary Public

### CERTIFICATE

I, Paula Kolsrud, 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 27th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, 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 / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.