



BHMG Engineers, Inc.

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

Blake Toliver

December 30, 2025

Electric Department / Rochelle Municipal Utilities

E: [btoliver@rmu.net](mailto:btoliver@rmu.net)

P: 815.901.5257

Ref: 2200K002 – Ritchie to Centerpoint Installation Contract

Dear Mr. Toliver,

The city received competitive bids for the construction of the Ritchie to Centerpoint Line project, and the bid opening event was on December 18, 2025 at 2 p.m. at the Rochelle City Hall. The bid opportunity was sent to the Rochelle News Leader newspaper on 11/12/25 to be advertised once per week for 3 consecutive weeks. The bid notice was also emailed out to 24 potential bidders. Of those, 12 responded to if they were or were not bidding, with a total of 4 sealed bids collected and received on time. A summary of bids is shown below:

Contractor	Bid Price
JF Electric	\$15,694,174.00
Intren	\$13,720,779.61
Helm Electric	\$10,000,118.37
Michels	\$11,890,929.51

The bid from Helm Electric was the apparent low bid for Specification 2200K002 which did not include any noteworthy clarifications, exceptions, or price escalators. We have not had any past completed projects with Helm Electric, so we contacted their listed references for prior projects, all of which provided positive reviews. However, during a phone interview with Helm Electric and after a review of their past completed projects, it is apparent they have not completed jobs of this scale including 69kV rated material, this size of electric utility poles, and the length of the line. Due to the complexity and size of this project, we believe there is risk with this project being Helm's first. Additionally, this transmission line for Rochelle is the backbone to improve reliability and growth in the area while tying two substations together, so it warrants experienced and proven construction.

BHMG recommends awarding the contract to Michels, as they have the second lowest bid and have a strong experience of similar projects. Although it is not the low bid, it is worth having an experienced general contractor awarded due to the importance of this project and how mistakes and quality issues can be costly down the road. The bid of \$11.89M is higher than the engineering estimate produced in April of 2023 by BHMG of \$7.99M. This reflects multiple changes since that estimate was produced including a more advanced and robust choice of line design, ensuring stable and secure power for many years to come, as well as additional underground construction for aesthetic and security purposes, and a large increase in market pricing. The bids received reflect current market pricing for material and installation of this design.

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,

  
Ben Klene, P.E.

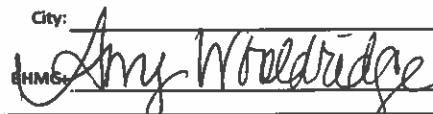
Department Manager

Enclosures: Bid Tab, Bids

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



2200 K002 Rochelle - Ritchie to Centerpoint Installation Contract

BIDDERS / PROPOSALS	JF Electric	INTREN	Helm Electric	Michels
BID SECURITY	5%	5%	5%	5%
Furnish the Goods & Special Services for the Equipment Purchase	\$15,694,174.00	\$13,720,779.61	\$10,000,118.37	\$11,890,929.51
PROJECT COMPLETION TIME - PROPOSAL 1	5-15-27	5-15-27	5-16-27	5-15-27
	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder	<input checked="" type="checkbox"/> Registered Bidder
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input checked="" type="checkbox"/> Non-Collusion Affidavit
	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Bid Bond
	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form	<input checked="" type="checkbox"/> Bid Form
	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification	Any other documents as required by the specification
BHMG ENGINEERS, INC. Consulting Engineers 9735 Landmark Parkway Dr., Suite 110A St. Louis, MO 63127	Rochelle Municipal Utilities Ritchie to Centerpoint Installation Contract Bids Received 12/18/25, 2:00 p.m.	Bid Opening Witnesses:  City: _____ BHMG: 		



## **ROCHELLE MUNICIPAL UTILITIES**

**RITCHIE TO  
CENTERPOINT**

### **INSTALLATION CONTRACT**

**2200 K002**

**November 12, 2025**

# ROCHELLE MUNICIPAL UTILITIES

## RITCHIE TO CENTERPOINT INSTALLATION CONTRACT

2200 K002

Construction Bids Due:

December 18, 2025

2:00 p.m.

Location: Rochelle City Hall

Virtual Pre-Bid Conference:

November 20, 2025

9:00 a.m.

Location: Virtually via Microsoft Teams Meeting

Final RFIs Due:

November 25, 2025

12:00 p.m.

Direct inquiries for clarification to:

Chris Couch

Phone: 636-237-7823

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

and

Amy Wooldridge

Phone: 636-333-3923

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

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



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## Seals and Signatures

 <p>REID MARKUS AEBISCHER 062-076713</p> <p><i>RM</i> 11-12-2025 License Expires: 11-30-2027</p>	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> <p>Reid Aebischer</p> <p><i>RM</i></p> <p>11/12/2025</p> <p>Signature Date</p> <p>Illinois License # 062.076713 License Expires: 11/30/2027</p>
 <p>JACOB P BEERMAN 062.070821</p> <p><i>JPB</i> 11-12-2025 License Expires: 11-30-2025</p>	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> <p>Jacob Beerman</p> <p><i>JPB</i></p> <p>11/12/2025</p> <p>Signature Date</p> <p>Illinois License # 062.070821 License Expires: 11/30/2025</p>

## **INVITATION FOR BIDS**

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

**Ritchie to Centerpoint  
Installation Contract**

until 2:00 p.m. local time on December 18, 2025, at the City of Rochelle, 420 N. 6<sup>th</sup> Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 9:00 a.m. on November 20, 2025. Attendance is strongly encouraged. A Microsoft Teams invite will be sent to registered bidders.

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

Copies of the documents may be acquired from BHMG 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 2200 K002.

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: November 12, 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. 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.
  - E. 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.
  - F. 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.
  - G. 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.
  - H. 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.
  - I. 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 - PRE-BID CONFERENCE**

- 5.01 A pre-bid conference will be held at 9:00 a.m. local time on November 20, 2025, via a virtual Teams meeting. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## **ARTICLE 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 land 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 – *Not Used***

#### **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, December 18, 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: Ritchie to Centerpoint, Installation Contract
  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:

**Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002**

## **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**

17.01 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**

18.01 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 MADISON

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

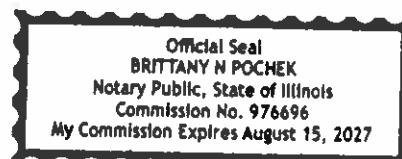
Signed: Darran V. Ayres

Title: Executive Vice President

Subscribed and sworn to before me this 10<sup>th</sup> day of December 20 25

Seal of Notary:

Brittany N. Pochek  
Notary Public



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

## BID FORM

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

## **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002**

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.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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 material (other than steel structures and material expressly included in Construction Package Section 6) for the construction and installation of the Ritchie to Centerpoint project, all as detailed in the Construction Package.

The Contractor shall be required to furnish material and labor, use of tools, and use of their equipment as required for the construction of the project to complete the scope of work.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Base Bid Price: \$ 15,544,174</b>
<b>Allowance: \$150,000</b>
<b>Total Bid Price: \$ 15,694.174</b>

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027 and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after completion date of 05/15/2027.
- 6.02 The time for delivery shall be extended for the period of any reasonable delay due to exclusively to causes beyond the control and without the fault of the Bidder, including but not limited to acts of God, fires, strikes, and floods.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- B. List of Proposed Subcontractors, if applicable.
- C. List of Proposed Suppliers, if applicable.
- D. Non-Collusion Affidavit
- E. This Document, Completed Bid Form Document 00410
- F. Completed Bidder Qualification Form 00420
- G. Any Addenda issued by the Engineer.

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

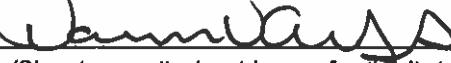
Corporation Name: JF Electric, Inc.

State of Incorporation: Illinois

Type: General Business

(General Business, Professional, Service, Other)

By:



(Signature – attach evidence of authority to sign)

Name:  
(typed or printed)

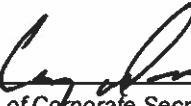
Darran V. Ayres

Title:

Executive Vice President

(Corporate Seal)

Attest:

  
(Signature of Corporate Secretary)

Business Address:

100 Lakefront Parkway  
Edwardsville, IL 62025

Phone:

618-797-5353

Email Address:

darrana@jfelectric.com

Or if Bidder is:

A Limited Liability Company (LLC)

LLC Name:

\_\_\_\_\_

State in which  
organized:

\_\_\_\_\_

By:

(Signature – attach evidence of authority to sign)

Name: (typed or printed)

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

## APPENDIX 1

## RITCHIE TO CENTERPOINT - 34.5KV - TRANSMISSION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)
<b>SECTION A - MOBILIZATION/DEMobilIZATION</b>					
100	Mobilization	1	LS	\$ 313,524.00	\$ 313,524.00
101	Demobilization	1	LS	\$ 75,000.00	\$ 75,000.00
<b>SECTION B - RIGHT-OF-WAY</b>					
200	Right of Way restoration - backdragging only for inside ROW and access to ROW. All other restoration excluded	1	LS	-	-
<b>SECTION C - LAYDOWN YARD &amp; MATTING</b>					
300	Access/Matting	1	LS	\$ 2,941,250.00	\$ 2,941,250.00
<b>SECTION D - STRUCTURE GROUNDING</b>					
400	Install ground rod assembly	128	EA	\$ 600.00	\$ 76,800.00
401	Ground resistance testing and reports	1	LS	\$ 12,000.00	\$ 12,000.00
<b>SECTION E - STRUCTURE MATERIAL ASSEMBLIES</b>					
500	Install: OPGW deadend assembly	14	EA	\$ 400.00	\$ 5,600.00
501	Install: OPGW suspension assembly	39	EA	\$ 200.00	\$ 7,800.00
502	Install: OHGW deadend assembly	4	EA	\$ 180.00	\$ 720.00
503	Install: Conductor compression deadend assembly, polymer	75	EA	\$ 400.00	\$ 30,000.00
504	Install: Conductor BLP suspension assembly, polymer	111	EA	\$ 200.00	\$ 22,200.00
505	Install: Conductor I-string suspension assembly, polymer	6	EA	\$ 200.00	\$ 1,200.00
506	Install: Conductor jumper post assembly, polymer	3	EA	\$ 200.00	\$ 600.00
507	Install: OPGW splice box assembly	11	EA	\$ 400.00	\$ 4,400.00
508	Install: 34.5KV Riser	9	EA	\$ 1,200.00	\$ 10,800.00
509	Install: 34.5KV Switch	1	EA	\$ 1,200.00	\$ 1,200.00
<b>SECTION F - STRUCTURES</b>					
600	Framing: 34.5KV, steel, 1-pole, Alternating Braced Post Tangent, TBP-69G-STL (DWG. No. 2200-TBP-69G-STL )	16	EA	\$ 3,700.00	\$ 59,200.00
601	Framing: 34.5KV, steel, 1-pole, Vertical Braced Post Tangent, TBP-69GB-STL (DWG. No. 2200-TBP-69GB-STL )	18	EA	\$ 3,700.00	\$ 66,600.00
602	Framing: 34.5KV, steel, 1-pole, Vertical Braced Post Tangent On Drilled Pier W/ Davit Arms, TBP-69GB-ENG-DDA (DWG. No. 2200-TBP-69GB-ENG-DDA )	3	EA	\$ 3,700.00	\$ 11,100.00
603	Framing: 34.5KV, steel, 1-pole, In-line Deadend On Arms W/ 34.5kv termination, TS-RISER-STL (DWG. No. 2200-TS-RISER-STL )	2	EA	\$ 6,700.00	\$ 13,400.00
604	Framing: 34.5KV, steel, 1-pole, Vertical Switch, TM-3V-VERT-STL (DWG. No. 2200-TM-3V-VERT-STL )	1	EA	\$ 5,700.00	\$ 5,700.00
605	Framing: 34.5KV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-ENG (DWG. No. 2200-TS-4G-ENG )	1	EA	\$ 3,700.00	\$ 3,700.00
606	Framing: 34.5KV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-1-MOD-ENG (DWG. No. 2200-TS-4G-1-MOD-ENG )	1	EA	\$ 3,700.00	\$ 3,700.00
607	Framing: 34.5KV, steel, 1-pole, In-line Deadend On Drilled Pier W/ 34.5kv Termination, TS-69DE-UG-ENG (DWG. No. 2200-TS-69DE-UG-ENG )	7	EA	\$ 4,000.00	\$ 28,000.00
608	Framing: 34.5KV, steel, 1-pole, Corner Deadend On Drilled Pier, TS-5G-ENG (DWG. No. 2200-TS-5G-ENG )	3	EA	\$ 4,200.00	\$ 12,600.00
609	Framing: 34.5KV, steel, 1-pole, Large Angle Deadend On Drilled Pier, TS-5GA-ENG (DWG. No. 2200-TS-5GA-ENG )	1	EA	\$ 4,200.00	\$ 4,200.00

## APPENDIX 1

## RITCHIE TO CENTERPOINT - 34.5kV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)
610	Framing: 34.5kV, steel, 1-pole, 3-Way Deadend On Drilled Pier, TS-5GG-MOD-ENG (DW/G, No. 2200-TS-5GG-MOD-ENG)	2	EA	\$ 4,400.00	\$ 8,800.00
611	Install: Steel pole, direct embed, < 5,000 lbs	34	EA	\$ 34,500.00	\$ 1,173,000.00
612	Install: Steel pole, direct embed, 5,001 lbs - 10,000 lbs	3	EA	\$ 34,500.00	\$ 103,500.00
613	Install: Steel pole, drilled pier, 5,001 lbs - 25,000 lbs	18	EA	\$ 37,300.00	\$ 671,400.00
<b>SECTION G - DISTRIBUTION MATERIAL ASSEMBLIES</b>					
700	Install: C1-3 FB-Mod tangent crossarm assembly, fiberglass arm	1	EA	\$ 800.00	\$ 800.00
701	Install: C9-3 FB tangent crossarm assembly, fiberglass arm	63	EA	\$ 800.00	\$ 50,400.00
702	Install: C7A DA three phase deadend assembly, davit arm	6	EA	\$ 1,200.00	\$ 7,200.00
703	Install: C7A FB three phase deadend assembly, fiberglass arm	4	EA	\$ 1,200.00	\$ 4,800.00
704	Install: C8-1 FB three phase double deadend assembly, fiberglass arm	2	EA	\$ 1,600.00	\$ 3,200.00
705	Install: C8-1 DA three phase double deadend assembly, davit arm	11	EA	\$ 1,600.00	\$ 17,600.00
706	Install: C8-3 FB three phase double deadend assembly, fiberglass arm	1	EA	\$ 1,600.00	\$ 1,600.00
707	Install: C6.91G three phase corner double deadend assembly, fiberglass arm	2	EA	\$ 1,600.00	\$ 3,200.00
708	Install: C6.91G-MOD three phase corner double deadend assembly w/ neutral on arm, fiberglass arm	1	EA	\$ 1,600.00	\$ 1,600.00
709	Install: A5 single phase deadend assembly	2	EA	\$ 800.00	\$ 1,600.00
710	Install: A7 FB single phase deadend assembly, fiberglass arm	2	EA	\$ 800.00	\$ 1,600.00
711	Install: ADSS tangent assembly	98	EA	\$ 400.00	\$ 39,200.00
712	Install: ADSS deadend assembly	19	EA	\$ 400.00	\$ 7,600.00
713	Install: Secondary tangent assembly	4	EA	\$ 400.00	\$ 1,600.00
714	Install: Secondary deadend assembly	9	EA	\$ 400.00	\$ 3,600.00
715	Install: Guy wire assembly	28	EA	\$ 600.00	\$ 16,800.00
716	Install: Guy anchor assembly	28	EA	\$ 600.00	\$ 16,800.00
717	Install: UC5-1R three phase cable deadend terminal pole with disconnect switch	4	EA	\$ 6,500.00	\$ 26,000.00
718	Install: UC5-1R(A) three phase cable tangent terminal pole with disconnect switch	2	EA	\$ 4,500.00	\$ 9,000.00
<b>SECTION H - DISTRIBUTION STRUCTURES</b>					
800	Framing: 13.8kV, wood, 1-pole, single phase deadend	2	EA	\$ 2,400.00	\$ 4,800.00
801	Framing: 13.8kV, wood, 1-pole, double deadend structure	1	EA	\$ 2,800.00	\$ 2,800.00
802	Framing: 13.8kV, wood, 1-pole, corner deadend structure	2	EA	\$ 2,400.00	\$ 4,800.00
803	Framing: 13.8kV, wood, 1-pole, tangent structure	26	EA	\$ 1,800.00	\$ 46,800.00
804	Framing: 13.8kV, wood, 1-pole, double circuit tangent structure	6	EA	\$ 2,000.00	\$ 12,000.00
805	Framing: 13.8kV, wood, 1-pole, double deadend with single phase tap structure	1	EA	\$ 2,800.00	\$ 2,800.00
806	Framing: 13.8kV, steel, 1-pole, deadend riser structure	4	EA	\$ 3,400.00	\$ 13,600.00
807	Framing: 13.8kV, steel, 1-pole, deadend riser structure with three phase tap	1	EA	\$ 3,800.00	\$ 3,800.00
808	Framing: 13.8kV, steel, 1-pole, tangent riser structure	2	EA	\$ 2,800.00	\$ 5,600.00
809	Install: Wood pole, direct embed, < 5,000 lbs	45	EA	\$ 14,200.00	\$ 639,000.00
<b>SECTION I - FOUNDATIONS</b>					
900	Excavation/drilling for foundations, 2.0 ft boring diameter	1.96	CU YD	\$ 620.00	\$ 1,215.20
901	Excavation/drilling for foundations, 2.5 ft boring diameter	49.59	CU YD	\$ 660.00	\$ 32,729.40
902	Excavation/drilling for foundations, 3.0 ft boring diameter	-	CU YD	-	-
903	Excavation/drilling for foundations, 3.5 ft boring diameter	28.84	CU YD	\$ 680.00	\$ 19,611.20
904	Excavation/drilling for foundations, 4.0 ft boring diameter	77.80	CU YD	\$ 700.00	\$ 54,460.00
905	Excavation/drilling for foundations, 4.5 ft boring diameter	123.43	CU YD	\$ 700.00	\$ 86,401.00
906	Excavation/drilling for foundations, 5.0 ft boring diameter	-	CU YD	-	-
907	Excavation/drilling for foundations, 5.5 ft boring diameter	-	CU YD	-	-

**APPENDIX 1**  
**RITCHIE TO CENTERPOINT - 34.5kV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS**

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)
908	Excavation/drilling for foundations, 6.0 ft boring diameter	183.26	CU YD	\$ 800.00	\$ 146,607.66
909	Excavation/drilling for foundations, 6.5 ft boring diameter	-	CU YD	-	-
910	Excavation/drilling for foundations, 7.0 ft boring diameter	-	CU YD	-	-
911	Excavation/drilling for foundations, 8.0 ft boring diameter	968.08	CU YD	\$ 900.00	\$ 871,268.36
912	Rock adder for excavation/drilling foundations	159.5	CU YD	\$ 800.00	\$ 127,600.00
913	Crushed rock backfill	241.18	CU YD	\$ 40.00	\$ 9,647.20
914	Concrete backfill	1250.65	CU YD	\$ 244.00	\$ 305,158.60
915	Install anchor cage for drilled pier	18	EA	\$ 30,000.00	\$ 540,000.00
916	Reinforcing steel, longitudinal bars, #11 bars	84,811	LBS	\$ 2.00	\$ 169,622.60
917	Reinforcing steel, longitudinal bars, #14 bars	21,206	LBS	\$ 2.00	\$ 42,411.60
918	Reinforcing steel, shear ties, #5 bars	43,947	LBS	\$ 2.00	\$ 87,894.36
919	Install longitudinal bars	420	EA	\$ 590.00	\$ 247,890.00
920	Install shear ties	981	EA	\$ 180.00	\$ 176,380.00
<b>SECTION J - CONDUCTOR, OPGW, CABLE, AND CONDUIT</b>					
1000	Install: Conductor, T-2 397.5 kcmil "BIS" ACSR, 3 phases	4.16	MI	\$ 200,000.00	\$ 832,000.00
1001	Install: OPGW, DNO-13429, 1 wire	4.15	MI	\$ 80,000.00	\$ 332,000.00
1002	Install: Conductor, 336.4 kcmil 18/1 "MERLIN" ACSR, 3 phases	2.84	MI	\$ 200,000.00	\$ 568,000.00
1003	Install: Neutral, 1/0 AWG 6/1 "RAVEN" ACSR, 1 wire	2.84	MI	\$ 40,000.00	\$ 113,600.00
1004	Install: Shield Wire, #7#9 Alumoweld, 1 wire	93.00	FT	\$ 1.80	\$ 167.40
1005	Install: Conductor, 1272 kcmil 45/7 "BITTERN" ACSR, 3 phases	330.00	FT	\$ 7.80	\$ 2,574.00
1006	OPGW fiber testing	1	LS	\$ 60,500.00	\$ 60,500.00
1007	OPGW fiber splicing	11	EA	\$ 6,500.00	\$ 71,500.00
1008	Install: 96ct. UG Fiber, All Dielectric, Polyethylene jacket	9107	FT	\$ 5.06	\$ 46,049.98
1009	Install: Conductor, 35kV, 500 CU, 1/C, STR, 100% insulation, EPR jacket, CN	56544	FT	\$ 4.33	\$ 245,071.73
1010	Install: Conductor, 15kV, 1/C 750CU, 220mils, (5.59mm), 133% insulation level	5040	FT	\$ 4.33	\$ 21,844.25
1011	Install: 6" HDPE Conduit, Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	3527	FT	\$ 79.20	\$ 279,338.40
1012	Install: 3" HDPE Conduit, Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	678	FT	\$ 67.20	\$ 45,561.60
1013	Install: 3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	6784	FT	\$ 42.00	\$ 284,928.00
1014	Install: 6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	22820	FT	\$ 54.00	\$ 1,272,280.00
1015	Install: 1x1 Concrete encased duct bank per UA. 1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Bevelled End, 20' Stick	5.00	EA	\$ 1,920.00	\$ 9,600.00
1015	Install: 1x1 Concrete encased duct bank per UA. 1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Bevelled End, 20' Stick	7.00	EA	\$ 1,440.00	\$ 10,080.00
<b>SECTION K - MATERIAL TRANSFERS AND CONNECTIONS</b>					
\$ 1,100.00	Transfer: Existing Street Light	2	EA	\$ 600.00	\$ 1,200.00
\$ 1,101.00	Transfer: Existing Transformer	1	EA	\$ 1,200.00	\$ 1,200.00
\$ 1,102.00	Transfer: Existing wire connections	17	STR	\$ 300.00	\$ 5,100.00
\$ 1,105.00	Transfer: ADSS, 1 wire	4.15	MI	\$ 16,200.00	\$ 67,230.00
1.106	Transfer: Secondary, Duplex/Triplex	0.17	MI	\$ 15,000.00	\$ 2,550.00
1.107	Transfer: Underground Riser	5	EA	\$ 5,500.00	\$ 27,500.00
<b>SECTION L - REMOVAL</b>					
1200	Wood, 1-pole, complete removal	75	EA	\$ 3,500.00	\$ 262,500.00
1201	Wood, 1-pole, top and leave existing underbuild	-	EA	-	-
1202	Wire, any size, 1. wire	2.84	MI	\$ 15,000.00	\$ 42,600.00
1203	Wire, any size, 3 wires	2.84	MI	\$ 45,000.00	\$ 127,800.00
1204	Dispose of removed material	1	LS	\$ 55,700.00	\$ 55,700.00
1205	Return removed and unused equipment to Rochelle Municipal Utilities	1	LS	\$ 5,000.00	\$ 5,000.00

**APPENDIX 1**  
**RITCHIE TO CENTERPOINT - 34.5kV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS**

ITEM #	ITEM #	ITEM PROCUREMENT	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)
<b>SECTION M - MATERIAL PROCUREMENT</b>							
1300		Material Procurement - <b>excluded for OH</b>		1	LS	\$ 513,581.13	\$ 513,583.26
<b>SECTION N - UNDERGROUND ASSEMBLIES</b>							
1400		UCS-1R - 15KV UG 3-PHASE RISER W/ CONCRETE ENCASED GALVANIZED RIGID CONDUIT W/ TERMINATIONS		5	EA	\$ 12,437.13	\$ 62,185.63
1401		UG-FR-1 - FIBER RISER TO SPLICING CAN ON 35KV TERMINAL POLE		7	EA	\$ 12,437.13	\$ 87,059.88
1402		UG-RD-1 - 35KV PRIMARY DOUBLE RISER W/ TERMINATIONS		7	EA	\$ 12,437.13	\$ 87,059.88
1403		UA.1 - 1X1 6 <sup>th</sup> DUCT BANK		5	EA		
1404		UA.4E - 2X2 CONDUIT ENTRANCE DETAIL		11	EA	-	-
1405		UE.3 - 6X14X7' MANHOLE		1	EA	\$ 40,800.00	\$ 40,800.00
1406		UE.2 - 4X10X6' MANHOLE		5	EA	\$ 40,800.00	\$ 204,000.00
1407		US-7L - 7' TALL MANHOLE RACKING ASSEMBLY (LONG WALL)		6	EA	-	-
1408		US-7S - 7' TALL MANHOLE RACKING ASSEMBLY (SHORT WALL)		12	EA	-	-
1409		UM.1W2 - 2X2 90 DEGREE WINGWALL		2	EA	-	-
1410		UT-SS5C - UNDERGROUND CABLE SPLICING STRAIGHT JOINT 35KV 1/C 5000 CU CABLE		60	EA	\$ 3,130.62	\$ 187,837.16
1411		UH4-T - TORPEDO MANHOLE GROUNDING ASSEMBLY		6	EA	-	-
1412		US.1 - PRIMARY DEADFRONT SWITCHGEAR PME-11 15KV		1	EA	\$ 9,391.86	\$ 9,391.86
1413		UM6.DB - 15KV DEADBREAK ELBOWS 900A		9	EA	\$ 2,115.53	\$ 19,039.77
1414		UM6.C2 - 200A INSULATED PROTECTIVE CAP		3	EA	\$ 846.67	\$ 2,540.01
1415		UH1.4 - SWITCHFUSE GROUNDING ASSEMBLY		1	EA	-	-
1416		UA.1B - 1X1 3 <sup>rd</sup> DUCT BANK		7	EA	-	-

**Line Construction Cost: \$**

15,544,174.00

## Supplier/Sub-Contractor

Name of Sub-Contractor	Email	Business Classification of Diverse Sub-Contractor (Select from the Pull Down)	Type of Work/Services to be Provided by Sub-Contractor	Anticipated Value of Work (\$) to be Performed
TBD			Install Foundations	\$ 2,587,300.00
SEC Auto Solutions	support@secautosolutions.com	Woman Owned Business	Provide Equipment	\$ 108,000.00
PS Energy Group Inc.	frank.aikens@psenergy.com	Woman Owned Business	Provide Fuel for Equipment	\$ 88,600.00
Tallman Equipment Co.	charliev@tallmanequipment.com	Veteran Owned Business	Provide Tooling for the Project	\$ 232,000.00
Utilitra	deem@utilitra.com	Woman Owned Business	Support Services	\$ 240,500.00
JF Telcom			Provide Fiber Splicing/Testing	\$ 60,500.00
United Rentals Matting Solutions	ssymons@uir.com		Access/Matting	\$ 2,941,250.00
Utility Dynamics Corporation	mreckamp@utilitydynamicscorp.com		Duct Bank/Boring	\$ 2,146,588.00

Item No.	RFP Reference	Exception or Clarification	Date Associated with Column C	Owner Response
1		JF has excluded material pricing related to the T-Line scope. Material vendors have not yet provided a response, JF can update pricing when material pricing is received. The only material pricing included is for the underground scope of the project.	16-Dec-25	
2		JF provides a labor force that will work up to 5-10's for non-outage work and 6-12's for outage work. This is the minimum / standard to acquire a capable labor force	16-Dec-25	
3		JF has included pricing for Matting & Access	16-Dec-25	
4		JF has included back dragging only for inside of the ROW and access to the ROW. All other restoration in the ROW and to the ROW is by others.	16-Dec-25	
5		Road monitoring is by others. JF is not responsible for road repairs during construction and upon completion of the project on the designated haul routes. JF understands they are liable for any negligent damage outside of the designated haul routes.	16-Dec-25	
6		Crop damage, de-compaction, and/or disc plowing are not included in our proposal.	16-Dec-25	
7		JF has excluded repair or replacement of field drain tiles.	16-Dec-25	
8		Laydown yard is to be provided by others.	16-Dec-25	
9		JF is not responsible for installation, removal, and maintenance of BMP's. If a SWPPP is required, it will need to be executed by others. JF will acknowledge the SWPPP if one is put in place.	16-Dec-25	
10		Point of designate will be - Kyle Rickey	16-Dec-25	
11		JF has not included any sales tax	16-Dec-25	
12		JF has not included any provisions for Liquidated Damages If contaminated or hazardous materials are encountered, a safety and health program shall be established by Others. This proposal excludes work and PPE for OSHA levels of protection other than Level D	16-Dec-25	
13		Mitigations of existing underground facilities that are in conflict with the proposed work are excluded from our pricing. This proposal is valid for 30 days from the date written	16-Dec-25	
14			16-Dec-25	
15			16-Dec-25	
16		JF has included pricing for the installation of 18 foundations	16-Dec-25	

Item No.	RFP Reference	Exception or Clarification	Date Associated with Column C	Owner Response
17		JF has not included pricing to remove any existing foundations	16-Dec-25	
18		JF has included pricing for concrete backfill at 7 locations. JF has included \$2,587,300 for foundation installation based on the information we currently have. Once JF receives IFC information on the design of the foundations, we can true up the costs	16-Dec-25	
19			16-Dec-25	
20		JF Electric is bidding this project with the intention of working a lineal schedule. Any deviation from this schedule caused by City of Rochelle or extreme circumstances outside of JF Electric's control, will be addressed before resumption of work.	16-Dec-25	
21		All permits are assumed to be covered by the given allowance.	16-Dec-25	
22		The black dirt/soil removed from the new hole excavation will be used to top off or backfill holes. Any hazardous spoils to be handled by City of Rochelle.	16-Dec-25	
23		Pricing is based on not encountering rock or any underground obstruction. Any rock, obstruction encountered or need for Vac truck, will be billed at cost plus.	16-Dec-25	
24		Rock will be defined as "all material (including rock, boulders, obstructions, etc.) encountered while drilling shafts which meets refusal with a conventional excavator, earth auger and/or underreaming tool, and requires rock auger, core barrel, down hole hammers, or hand labor using air-powered tools and/or other special excavation procedures.	16-Dec-25	
25		All materials quotations were based off the quantities listed on the supplied BOM. Any large variation between the BOM and the actual quantities needed may result in a change order.	16-Dec-25	
26		It was assumed all contractor-provided materials and equipment can be stored on Rochelle property during the duration of the project.	16-Dec-25	
27		Our bid is based on having unobstructed paths to work areas.	16-Dec-25	
28		Our bid excludes any vegetation clearing.	16-Dec-25	

## **Qualifications**

### **PART 1 – GENERAL**

#### **1.01 SECTION INCLUDES**

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

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

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

### **PART 2 – QUALIFICATIONS**

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

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

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

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

## 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
<input type="checkbox"/> Not-for-Profit Corporation	
<input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only)	

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

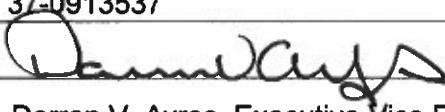
## 2.05 REFERENCES

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

## 2.06 SIGNATURES

Firm Name: J.F. Electric, Inc.

Federal Taxpayer  
Identification Number: 37-0913537

By: 

Title: Darran V. Ayres, Executive Vice President

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

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

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

## PART 3 – EXECUTION

*Not Used*

END OF SECTION

**BID BOND**

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

**BIDDER** (Name and Address): **J. F. Electric, Inc.**  
 100 Lakefront Parkway, PO Box 570  
 Edwardsville, IL 62025

**SURETY** (Name and Address of Principal Place of Business):

Travelers Casualty and Surety Company of America  
 One Tower Square  
 Hartford, CT 06183

**OWNER** (Name and Address): **Rochelle Municipal Utilities**  
**420 N. 6<sup>th</sup> Street**  
**Rochelle, IL 61068**

**BID**

Bid Due Date: **December 18, 2025**

Project: **Ritchie to Centerpoint Installation Contract**  
**City of Rochelle, IL**

**BOND**

Bond Number: **Bid Bond**

Date (Not later than Bid due date): **December 18, 2025**

Penal Sum: **Five Percent of Amount Bid**  
 (Words)

**5%/Amount Bid**  
 (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**

J. F. Electric, Inc.

(Seal)

Bidder's Name and Corporate Seal

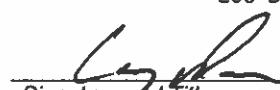
By:



Signature and Title

Les Benton, Executive VP

Attest:



Signature and Title

Cory Darr, Executive VP  
 Of Finance

**SURETY**

Travelers Casualty and Surety Company  
of America

(Seal)

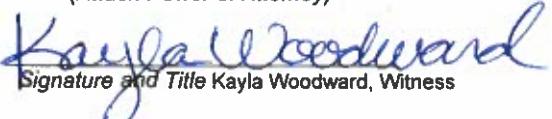
Surety's Name and Corporate Seal

By:



Signature and Title Dr. Anna M. Maurer, Attorney-inFact  
 (Attach Power of Attorney)

Attest:



Signature and Title Kayla Woodward, Witness

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

DAMAGES FORM

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, and
  - 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, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



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

POWER OF ATTORNEY

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

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



State of Connecticut

By:

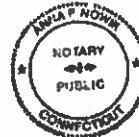
City of Hartford ss.

Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 18th day of December 2025.



Kevin E. Hughes, Assistant Secretary

*To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.*

*Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.*

## **Agreement**

THIS AGREEMENT is by and between

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

("Buyer") and

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

Buyer and Contractor hereby agree as follows:

### **ARTICLE 1 – GOODS AND SPECIAL SERVICES**

- 1.01 Contractor shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

### **ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Ritchie to Centerpoint Installation Contract.

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 Contract Documents for the Goods and Special Services have been prepared by BHMG Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Contractor's furnishing of Goods and Special Services.

### **ARTICLE 4 – POINT OF DESTINATION**

- 4.01 The Point of Destination will be determined, but will be deliverable to Rochelle, Illinois.

## ARTICLE 5 – CONTRACT TIMES

### 5.01 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.

### 5.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before 03/15/2027, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 05/15/2027.

### 5.03 Liquidated Damages

- A. No liquidated damages.

## ARTICLE 6 – CONTRACT PRICE

### 6.01 Buyer 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 6.01.A, 6.01.B, and 6.01.C below:

- A. A Lump Sum of:       \$

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

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

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

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

## **ARTICLE 7 – PAYMENT PROCEDURES**

## 7.01 Submittal and Processing of Payment

- A. Contractor shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 7.02 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 before the first (1st) day 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 (and in the case of Unit Price Work based on the number of units completed) 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.
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% 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.

### 7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Contractor the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 8 – INTEREST

*NOT USED*

## ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

- 9.01 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 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 10 – CONTRACT DOCUMENTS**

### **10.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Exhibits to this Agreement
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
  - 3. Performance Bond
  - 4. Specifications as listed in Construction Package
  - 5. Appendix 1 – Bid Units
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Order(s).

- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 11 – MISCELLANEOUS**

### **11.01 Terms**

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

### **11.02 Assignment of Contract**

- A. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. 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 Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **11.03 Successors and Assigns**

- A. Buyer 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.

### **11.04 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 Buyer and Contractor. 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.

#### 11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
  1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
  3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
  4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 11.06 Limitations

- A. Buyer and Contractor waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Contractor and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Contractor's liability, and upon Contractor with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

IN WITNESS WHEREOF, Buyer and Contractor have signed this Agreement. Counterparts have been delivered to Buyer and Contractor. All portions of the Contract Documents have been signed or identified by Buyer and Contractor or on their behalf.

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

BUYER:

Rochelle Municipal Utilities

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

CONTRACTOR:

[CORPORATE SEAL]

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

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

Address for giving notices:

Address for giving notices:

Rochelle Municipal Utilities

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

Rochelle, IL 61068

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Contractor Agreement.)

Agent for service of process:

Designated Representative:

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

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

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

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

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

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

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

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

## Payment Bond

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

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place of Business)

BUYER

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

CONTRACT

Date:  
Amount:  
Description:  
(Name and location)

BOND

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

Modifications on this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title

(Signatures for additional parties, if required.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title  
(Attach Power of Attorney)

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractor

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

- 15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

### FOR INFORMATION ONLY –

Name, Address and Telephone:

Surety Agency or Broker:

Owner's Representative (engineer or other party):

## Contractor's Application For Payment No.

Application Period:	Application Date:
From (Contractor):	Via (Engineer)
Project:	Contract:
Owner's Contract No.:	Contractor's Project No.:
To (Owner):	Engineer's Project No.:

## APPLICATION FOR PAYMENT

## Change Order Summary

CONTRACTOR'S CERTIFICATION

**CONTRACTOR'S CERTIFICATION**  
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of other amount)

Payment of: \$ \_\_\_\_\_ (Line 8 or other - attach explanation of other amount)  
is recommended by: \_\_\_\_\_ (Explanation) \_\_\_\_\_ (Date)

Payment of: \_\_\_\_\_ \$ \_\_\_\_\_ (Date) \_\_\_\_\_  
(Engineer) \_\_\_\_\_

Approved by:	Date:	(Owner)	(Date)
Approved by:		Funding Agency (if applicable)	(Date)

## Progress Estimate

## Contractor's Application

Stored Material Summary

## Contractor's Application

# Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- All Work under the Contract Documents:  The following specified portions:

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Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- Amended Responsibilities  Not Amended

Owner's Amended Responsibilities:

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Contractor's Amended Responsibilities:

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The following documents are attached to and made part of this Certificate:

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer Date

Accepted by Contractor Date

Accepted by Owner Date

## BID FORM

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**This Bid is submitted by:** INTREN, LLC

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**Rochelle Municipal Utilities**  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002

- 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.

Addendum No.	Addendum Date
N/A	_____
_____	_____
_____	_____

- 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 material (other than steel structures and material expressly included in Construction Package Section 6) for the construction and installation of the Ritchie to Centerpoint project, all as detailed in the Construction Package.

The Contractor shall be required to furnish material and labor, use of tools, and use of their equipment as required for the construction of the project to complete the scope of work.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Base Bid Price: \$ 13,570,779.61</b>
<b>Allowance: \$150,000</b>
<b>Total Bid Price: \$ 13,720,779.61</b>

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027 and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after completion date of 05/15/2027.
- 6.02 The time for delivery shall be extended for the period of any reasonable delay due to exclusively to causes beyond the control and without the fault of the Bidder, including but not limited to acts of God, fires, strikes, and floods.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- B. List of Proposed Subcontractors, if applicable.
- C. List of Proposed Suppliers, if applicable.
- D. Non-Collusion Affidavit
- E. This Document, Completed Bid Form Document 00410
- F. Completed Bidder Qualification Form 00420
- G. Any Addenda issued by the Engineer.

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

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

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

Type: \_\_\_\_\_

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

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

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

Name: \_\_\_\_\_  
*(typed or printed)*

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

*(Corporate Seal)*

Attest:

*(Signature of Corporate Secretary)*

Business Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Or if Bidder is:

A Limited Liability Company (LLC)

LLC Name: INTREN, LLC

State in which  
organized: Illinois

By: Matthew Turk

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

Name: *(typed or printed)* Matthew Turk

Business Address: 18202 W. Union Road

Union, IL 60180

Phone: 815-923-2300

Email: estimatingcoordinator@intren.com

## DAMAGES FORM

**BID BOND**

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

**BIDDER (Name and Address):**

Intren, LLC  
18202 W. Union Road  
Union, IL 60180

**SURETY (Name and Address of Principal Place of Business):**

Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183  
Federal Insurance Company 202B Hall's Mill Road Whitehouse Station, NJ 08889  
Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116

**OWNER (Name and Address):** **Rochelle Municipal Utilities**

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

**BID**

Bid Due Date: **December 18, 2025**

Project: **Ritchie to Centerpoint Installation Contract**  
**City of Rochelle, IL**

**BOND**

Bond Number: 576230-TRAV-2025-806, 576230-CHUB-2025-115, & 576230-LIB-2025-113

Date (Not later than Bid due date): December 16, 2025

Penal Sum:	Five percent of the amount bid (Words)	5% of amount bid (Figures)
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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**

INTREN, LLC

Bidder's Name and Corporate Seal



By:

*Pansy Shah*  
Signature and Title

Pansy Shah, Sr VP of Finance

DocuSigned by:

*Susan McElfresh*  
Signature and Title  
A7387AD2DCE14A0

Attest:

Susan McElfresh, Sr Contract Administrator

**SURETY**

Travelers Casualty and Surety Company of America  
Federal Insurance Company  
Liberty Mutual Insurance Company

(Seal)

Surety's Name and Corporate Seal

*Sokha Evans*

By:

Signature and Title Sokha Evans, Attorney-in-Fact  
(Attach Power of Attorney)

Attest:

*My Hua*  
Signature and Title My Hua, Witness



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



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

**POWER OF ATTORNEY**

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

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



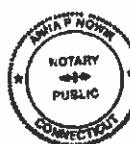
State of Connecticut

City of Hartford ss.

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

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

My Commission expires the 30th day of June, 2026



By:   
Robert L. Raney, Senior Vice President

  
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 16th day of December, 2025.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**SURETY BOND ELECTRONIC SIGNATURE & SEAL ADDENDUM**  
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to utilize an electronic, facsimile, or digital signature (each an "Electronic Signature") to execute bonds on behalf of Travelers and has further authorized its Attorneys-in-Fact to attach this Addendum to any such bonds.

Travelers hereby acknowledges and agrees that the attached bond executed by the Attorney-in-Fact on behalf of Travelers with an Electronic Signature shall have the same force and effect as if executed by the Attorney-in-Fact with a wet ink signature.

Travelers also hereby agrees that the seal below shall be deemed affixed to the attached bond to the same extent as if Travelers' raised corporate seal was physically affixed to the face of the bond.

Dated this 22nd day of September, 2020.

**Travelers Casualty and Surety Company of America**



By:

Robert L. Raney, Senior Vice President

**CHUBB**

**Power of Attorney**

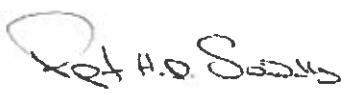
**Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company**

**Westchester Fire Insurance Company | ACE American Insurance Company**

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Morgan Davis, and Sokha Evans of San Francisco, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of April 2024.



Rupert HD Swindells, Assistant Secretary



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202369  
Commission Expires August 22, 2027

  
Notary Public

**CERTIFICATION**

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

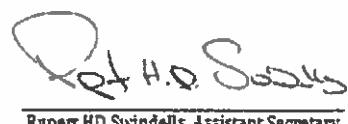
- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 16, 2025.

  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: [surety@chubb.com](mailto:surety@chubb.com)



### **SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM**

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY ("FEDERAL") has authorized its respective Attorneys-in-Fact to affix FEDERAL'S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By:

A handwritten signature of Stephen M. Haney in black ink.

Stephen M. Haney, Vice President





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8215052-024017

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Tenzer V. Cunningham; Morgan Davis; Sokha Evans; My Hua; Mechelle Larkin; Kathy R. Mair; Marie Claire Trinidad

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of November, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Nathan J. Zanderle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 19th day of November, 2025 before me personally appeared Nathan J. Zanderle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zanderle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF** I have hereunto set my hand and affixed the seals of said Companies this 16th day of December, 2025.



By:   
Renee C. Llewellyn, Assistant Secretary



As part of its business continuity efforts during the pendency of the COVID-19 pandemic, Liberty Mutual Insurance Company ("LMIC") on behalf of itself and the companies listed below has authorized its Attorneys-in-Fact to affix its corporate seal for surety obligations in a digital format in lieu of its traditional raised seal to any bond issued on its behalf by any such Attorney-in-Fact:

Liberty Mutual Insurance Company  
Liberty Mutual Fire Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  
Safeco Insurance Company of America  
American States Insurance Company

LMIC agrees and affirms on behalf of itself and the other companies listed herein, that the digital corporate seal referenced above has the same binding effect when affixed to a bond or a Power of Attorney document as if it were a raised corporate seal.

Effective this 23<sup>rd</sup> day of March, 2020.

By:   
Renee C. Llewellyn, Assistant Secretary

## 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 McHenry

Matthew Turk \_\_\_\_\_, being first duly sworn, deposes and says that he is Chief Operating Officer \* (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: Matthew Turk

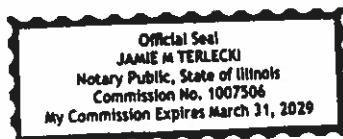
Title: Chief Operating Officer

Subscribed and sworn to before me this 17th day of December 20 25

Seal of Notary:

Jamie Terlecki

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.

## **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 IL Corporation Service Company, whose address is 801 Adlai Stevenson Drive Springfield, IL 62703, 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   |
| <input type="checkbox"/> Not-for-Profit Corporation                 |  |
| <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only) |  |

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:	INTREN, LLC
Federal Taxpayer Identification Number:	36-3772971
By:	
Title:	Matthew Turk
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

## Agreement

THIS AGREEMENT is by and between

**Rochelle Municipal Utilities**  
**420 N. 6<sup>th</sup> Street, Rochelle, IL 61068** \_\_\_\_\_ ("Buyer") and

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

Buyer and Contractor hereby agree as follows:

### **ARTICLE 1 – GOODS AND SPECIAL SERVICES**

- 1.01 Contractor shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

### **ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Ritchie to Centerpoint Installation Contract.

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 Contract Documents for the Goods and Special Services have been prepared by BHMG Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Contractor's furnishing of Goods and Special Services.

### **ARTICLE 4 – POINT OF DESTINATION**

- 4.01 The Point of Destination will be determined, but will be deliverable to Rochelle, Illinois.

## ARTICLE 5 – CONTRACT TIMES

### 5.01 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.

### 5.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before 03/15/2027, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 05/15/2027.

### 5.03 Liquidated Damages

- A. No liquidated damages.

## ARTICLE 6 – CONTRACT PRICE

### 6.01 Buyer 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 6.01.A, 6.01.B, and 6.01.C below:

- A. A Lump Sum of: \$13,570,779.61

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 7 – PAYMENT PROCEDURES

### 7.01 Submittal and Processing of Payment

- A. Contractor shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 7.02 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 before the first (1st) day 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 (and in the case of Unit Price Work based on the number of units completed) 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.
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% 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.

### 7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Contractor the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 8 – INTEREST                    *NOT USED*

## ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

- 9.01 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 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 10 – CONTRACT DOCUMENTS**

### **10.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Exhibits to this Agreement
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
  - 3. Performance Bond
  - 4. Specifications as listed in Construction Package
  - 5. Appendix 1 – Bid Units
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Order(s).

- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 11 – MISCELLANEOUS

### 11.01 Terms

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

### 11.02 Assignment of Contract

- A. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. 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 Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 11.03 Successors and Assigns

- A. Buyer 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.

### 11.04 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 Buyer and Contractor. 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.

#### 11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
  1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
  3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
  4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 11.06 Limitations

- A. Buyer and Contractor waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Contractor and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Contractor's liability, and upon Contractor with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

IN WITNESS WHEREOF, Buyer and Contractor have signed this Agreement. Counterparts have been delivered to Buyer and Contractor. All portions of the Contract Documents have been signed or identified by Buyer and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_

(Which is the Effective Date of this Agreement.)

BUYER:

**Rochelle Municipal Utilities**

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

[CORPORATE SEAL]

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

Address for giving notices: \_\_\_\_\_

**Rochelle Municipal Utilities**

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

**Rochelle, IL 61068**

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Contractor Agreement.)

CONTRACTOR:

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

[CORPORATE SEAL]

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

Address for giving notices: \_\_\_\_\_

Agent for service of process: \_\_\_\_\_

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

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

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

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

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

Designated Representative:

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

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

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

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

## Payment Bond

\*INTREN acknowledges and will issue upon award

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

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place of Business)

BUYER

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

CONTRACT

Date:  
Amount:  
Description:  
(Name and location)

BOND

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

Modifications on this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title

(Signatures for additional parties, if required.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title  
(Attach Power of Attorney)

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractor

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. **DEFINITIONS**
  - 15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY –**

**Name, Address and Telephone:**

**Surety Agency or Broker:**

**Owner's Representative (engineer or other party):**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: Joseph Wagers		
	PHONE (A/C, No. Ext): 1 312 995 0108	FAX (A/C, No):	
INSURED Intren, LLC Mastec, Inc. 18202 W Union Rd Union, IL 60180	E-MAIL ADDRESS: Joseph.Wagers@marsh.com	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667	
	INSURER B : Indemnity Ins Co Of North America	43575	
	INSURER C :		
	INSURER D : ACE Property & Casualty Insurance Company	20699	
	INSURER E : N/A	N/A	
	INSURER F :		

## COVERAGE

## CERTIFICATE NUMBER:

ATL-005568388-08

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  X SIR - \$2,000,000		XSLG48926289	09/15/2025	09/15/2026	EACH OCCURRENCE	\$ 3,000,000
						DAMAGE TO RENTED PREMISES (ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ EXCLUDED
						PERSONAL & ADV INJURY	\$ 3,000,000
						GENERAL AGGREGATE	\$ 20,000,000
						PRODUCTS - COMP/OP AGG	\$ 6,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER						
A	AUTOMOBILE LIABILITY  X ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H11350021	09/15/2025	09/15/2026	COMBINED SINGLE LIMIT (ea accident)	\$ 5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
D	X UMBRELLA LIAB	X OCCUR	XOOG71557625007	09/15/2025	09/15/2026	EACH OCCURRENCE	\$ 5,000,000
A	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	XSL G48926538 (XS GL) \$5M xs \$5M	09/15/2025	09/15/2026	AGGREGATE	\$ 5,000,000
A	DED	RETENTION \$	XSL G48926757 (XS GL) \$15M xs \$10M	09/15/2025	09/15/2026		\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WLRC72604817 (AOS)	09/15/2025	09/15/2026	X PER STATUTE	OTH- ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N	WLRC72604854 (MA)	09/15/2025	09/15/2026	E.L. EACH ACCIDENT	\$ 2,000,000
A		N/A	SCFC72604891 (WI)	09/15/2025	09/15/2026	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

Intren, LLC 18202 W. Union Rd. Union, IL 60180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

*Marsh USA LLC*

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC		NAMED INSURED Intron, LLC Mastec, Inc. 18202 W Union Rd Union, IL 60180
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation  
 Carrier: ACE American Insurance Company  
 Policy: WCUC72604933 (AZ, CA, FL, GA, IN, NC, TX)  
 Effective: 09/15/2025  
 Expiration: 09/15/2026

## Limits:

E.L. Each Accident: \$2,000,000  
 E.L. Disease-Each Employee: \$2,000,000  
 E.L. Disease-Policy Limit: \$2,000,000

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals on this page. If you had no cases, write "0". Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1504.35, in OSHA's Recordkeeping rule, for further details on these provisions for these forms.

### Number of Cases

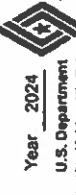
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
0	0	0	0

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)
0	0

### Injury and Illness Types

Total number of (M)	(1) Injury	(4) Poisoning
(2) Skin Disorder	0	0
(3) Respiratory Condition	0	0
(6) All Other Illnesses	0	0



Form approved OMB No. 1230-0074

Occupational Safety and Health Act

Year 2024

Form approved OMB No. 1230-0074

Occupational Safety and Health Act

### Establishment Information

Your establishment name INTEREN LLC

Street 1620a W. Union Road

City Lincoln

State NE

Zip 68508

Industry description (e.g., Manufacture of motor truck trailers)  
Power and Commercial Lining and Related Structures, Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 335212)

1    2    3    4  
2    3    7    1    2    0

### Employment Information

Annual average number of employees 138

Total hours worked by all employees last year 275,818

### Sign here

Knowingly falsifying this document may result in a fine.

I, Mark Turek, examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Category executive

Mark Turek  
Date 1-14-25  
Title COO  
Phone 815-823-2300

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 55 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-5544, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the comments form to this office.

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the total below, making sure you've added the entries from every page of the Log, if you had no cases write "0".

Employee former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of other recordable cases
(G)	(H)	(I)
0	7	14

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)
615	0

### Injury and Illness Types

Total number of...	(M)	(2)	(4)	(5)	(6)
	Injury	Poisoning	Hearing Loss		All Other Illnesses
(1) Injury	21	0	0	0	0
(2) Skin Disorder	0	0	0	0	0
(3) Respiratory Condition	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 20 minutes per response, including time to review the instruction, search and gather the data needed, and complete and return the collection of information. Persons are not required to respond to the collection of information unless it displays currently valid OMB control number. You may have any comment and/or grievance or any aspects of this collection, contact: US Department of Labor, OSHA Office of Standards, Room N-344, 200 Constitution Ave., NW, Washington, DC 20004. Do not send the comments to his office.

Year 2023

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB No. 1218-0176

### Establishment Information

Your establishment name INTREN, LLC

Street 16202 W. Union Road  
City Union

State IL

Zip 60160

Industry description (e.g., Manufacture of motor truck trailers)  
Power and Communication Line and Related Structures Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3716)

OR North American Industrial Classification (NAICS), if known (e.g., 3352212)

### Employment Information

Annual average number of employees 2,043

Total hours worked by all employees last year 4,065,759

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

*Jeffrey J. Turek*  
Company Executive

815-923-2000  
Phone  
1/16/2024  
Date

## OSHA's Form 300A (Rev. 01/2004)

### Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases write "0".

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

#### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
0	8	0	17

#### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)
469	109

#### Injury and Illness Types

Total number of	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	(T)
(K)	(1) Injury	24	(4) Poisoning	1	(5) Hearing Loss	0	(6) All Other Illnesses	0
469	(2) Skin Disorder	0	(3) Respiratory Condition	0				

Year 2022  
**U.S. Department of Labor**  
 Occupational Safety and Health Administration  
 Form approved OMB no. 1210-0176

<b>Establishment Information</b>							
Your establishment name		INTRON, Inc		Street		18202 W. Union Road	
City		Union		State		IL	
Zip		60180					
Industry description (e.g., Manufacture of motor truck trailers) Power and Communication Line and Related Structures Construction							
Standard Industrial Classification (SIC), if known (e.g., SIC 3715) 1 6 2 3							
OR North American Industrial Classification (NAICS), if known (e.g., 336212) 2 3 7 1 3 0							
<b>Employment Information</b>							
Annual average number of employees		2,307		Total hours worked by all employees last year		4,613,385	
<b>Sign here</b>							
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.							
 <u>Mark J. Tice</u> Company executive C.O.O. Title 815-825-2300 Phone 1/18/2023 Date							

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: U.S. Department of Labor, OSHA Office of Statistics, Room N-3644, 700 Constitution Ave. NW, Washington, DC 20210. Do not send the completed form to this office.

# OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below.

Employees' former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, or OSHA's Recordkeeping rule for further details on the access provisions for these forms.

## Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)
0	10	0	11

## Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)
386	0

## Injury and Illness Types

Total number of (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(M)	(1)	(2)	(3)	(4)	(5)	(6)
0	0	0	0	0	0	1

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

2. OSHA reporting burden: "A burden is the cost imposed on a person to furnish information to a government agency. It includes the time required to read the information required to prepare the information, search for and gather the information, and complete and review the information. It does not include the cost of transmitting the information to a government agency." See 29 CFR 13.15 for further information.

3. OSHA Office of Statistics, Room N-3844, 100 Constitution Ave., NW, Washington, DC 20210. OSHA acts as a clearinghouse for information on OSHA's reporting requirements.



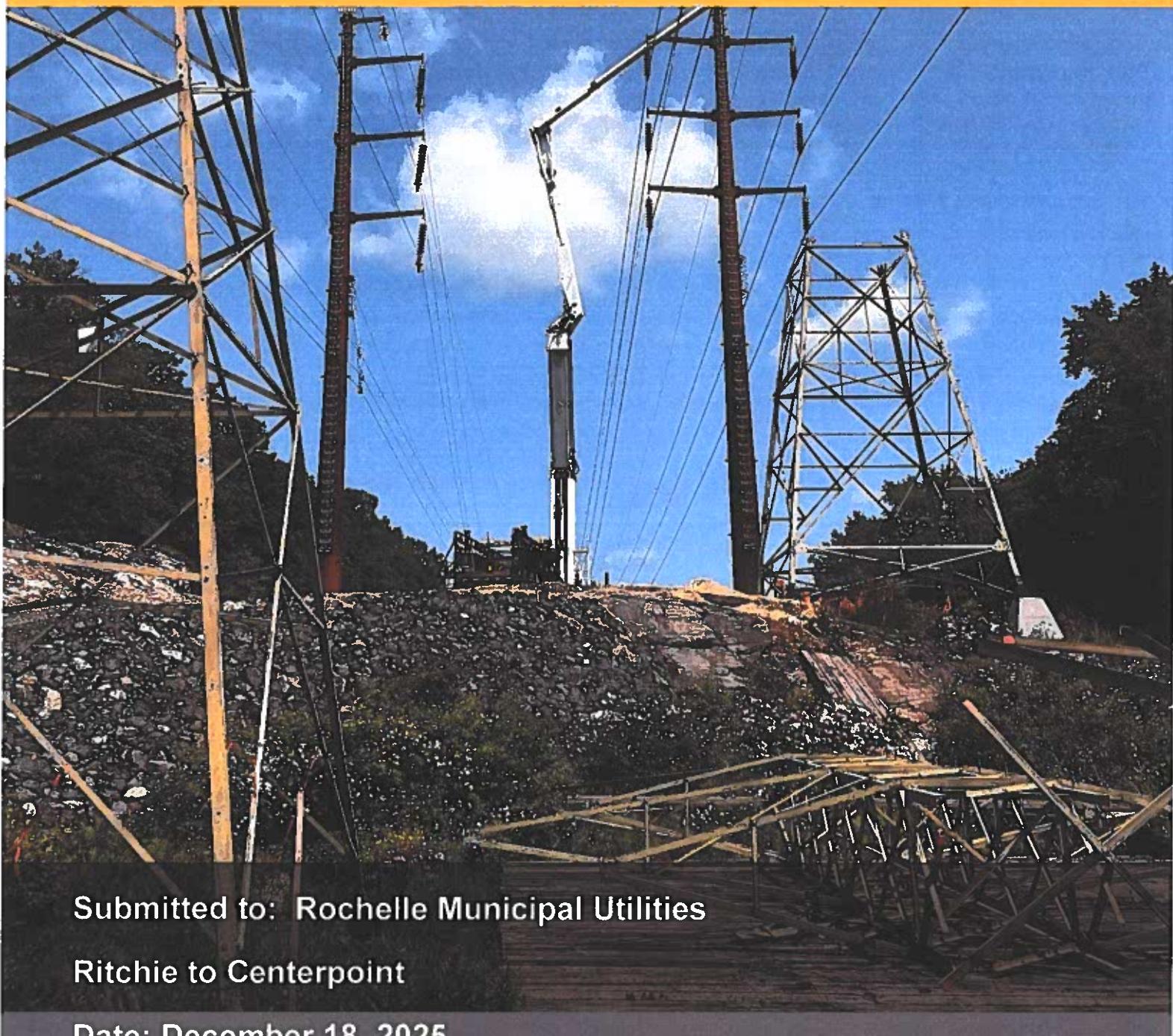
Year 2021

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved by OMB No. 12-14-0-12

<b>Establishment Information</b>						
Your establishment name <u>INTREN 1A/C</u>						
Street	1822 W Union Rd			City <u>Union</u> State <u>IL</u> Zip <u>60130</u>		
Industry description (e.g., Manufacture of motor truck trailers)						
Power and Communication Lines and Related Structures Construction						
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)						
OR North American Industrial Classification (NAICS), if known (e.g., 336212)						
1	6	2	3	2	3	0
Employment Information						
Annual average number of employees <u>2112</u>						
Total hours worked by all employees last year <u>4306724</u>						
<b>Sign here</b>						
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.						
<u>M. Jeff Hard</u> M. Jeff Hard Company Executive						
C.O.V. C.O.V. 1/24/20						
815-378-0930						

APPENDIX 1 RITCHIE TO CENTERPOINT - 34.5KV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS						
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)	
<b>SECTION A - MOBILIZATION/DEMOBILIZATION</b>						
100	Mobilization	1	LS	\$30,741.00	\$30,741.00	
101	Demobilization	1	LS	\$30,741.00	\$30,741.00	
<b>SECTION B - RIGHT-OF-WAY</b>						
200	Right-of-Way restoration	1	LS	\$102,300.00	\$102,300.00	
<b>SECTION C - LAYDOWN YARD &amp; MATTING</b>						
300	Timber Matting	1	SF	\$2,078,400.00	\$2,078,400.00	
<b>SECTION D - STRUCTURE GROUNDING</b>						
400	Install ground rod assembly	128	EA	\$780.00	\$99,840.00	
401	Ground resistance testing and reports	1	LS	\$5,220.00	\$5,220.00	
<b>SECTION E - STRUCTURE MATERIAL ASSEMBLIES</b>						
500	Install: OPGW deadend assembly	14	EA	\$2,300.00	\$32,200.00	
501	Install: OPGW suspension assembly	39	EA	\$1,040.00	\$40,560.00	
502	Install: OHGW deadend assembly	4	EA	\$910.00	\$3,640.00	
503	Install: Conductor compression deadend assembly, polymer	75	EA	\$3,900.00	\$292,500.00	
504	Install: Conductor BLP suspension assembly, polymer	111	EA	\$2,600.00	\$288,600.00	
505	Install: Conductor I-string suspension assembly, polymer	6	EA	\$2,600.00	\$15,600.00	
506	Install: Conductor Jumper post assembly, polymer	3	EA	\$9,400.00	\$28,200.00	
507	Install: OPGW splice box assembly	11	EA	\$9,400.00	\$103,400.00	
508	Install: 34.5KV Riser	9	EA	\$7,500.00	\$67,500.00	
509	Install: 34.5KV Switch	1	EA	\$9,400.00	\$9,400.00	
<b>SECTION F - STRUCTURES</b>						
600	Framing: 34.5KV, steel, 1-pole, Alternating Braced Post Tangent, TBP-69G-5TL (DWG. No. 2200-TBP-69G-5TL)	16	EA	\$6,000.00	\$96,000.00	
601	Framing: 34.5KV, steel, 1-pole, Vertical Braced Post Tangent, TBP-69GB-5TL (DWG. No. 2200-TBP-69GB-5TL)	18	EA	\$6,000.00	\$108,000.00	
602	Framing: 34.5KV, steel, 1-pole, Vertical Braced Post Tangent On Drilled Pier W/ Davit Arms, TBP-69GB-ENG-DDA (DWG. No. 2200-TBP-69GB-ENG-DDA)	3	EA	\$10,400.00	\$31,200.00	
603	Framing: 34.5KV, steel, 1-pole, In-line Deadend On Arms W/ 34.5kv Termination, TS-RISER-5TL (DWG. No. 2200-TS-RISER-5TL)	2	EA	\$10,400.00	\$20,800.00	
604	Framing: 34.5KV, steel, 1-pole, Vertical Switch, TM-3V-VERT-5TL (DWG. No. 2200-TM-3V-VERT-5TL)	1	EA	\$10,400.00	\$10,400.00	
605	Framing: 34.5KV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-ENG (DWG. No. 2200-TS-4G-ENG)	1	EA	\$6,000.00	\$6,000.00	
606	Framing: 34.5KV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-1-MOD-ENG (DWG. No. 2200-TS-4G-1-MOD-ENG)	3	EA	\$6,000.00	\$6,000.00	
607	Framing: 34.5KV, steel, 1-pole, In-line Deadend On Drilled Pier W/ 34.5kv Termination, TS-69DE-UG-ENG (DWG. No. 2200-TS-69DE-UG-ENG)	7	EA	\$10,400.00	\$72,800.00	
608	Framing: 34.5KV, steel, 1-pole, Corner Deadend On Drilled Pier, TS-5G-ENG (DWG. No. 2200-TS-5G-ENG)	3	EA	\$9,800.00	\$29,400.00	
609	Framing: 34.5KV, steel, 1-pole, Large Angle Deadend On Drilled Pier, TS-SGA-ENG (DWG. No. 2200-TS-SGA-ENG)	1	EA	\$9,800.00	\$9,800.00	
610	Framing: 34.5KV, steel, 1-pole, 3-Way Deadend On Drilled Pier, TS-SGG-MOD-ENG (DWG. No. 2200-TS-SGG-MOD-ENG)	2	EA	\$12,800.00	\$25,600.00	
611	Install: Steel pole, direct embed, <5,000 lbs	34	EA	\$11,500.00	\$391,000.00	
612	Install: Steel pole, direct embed, 5,001 lbs - 10,000 lbs	3	EA	\$14,050.00	\$42,150.00	
613	Install: Steel pole, drilled pier, 5,001 lbs - 25,000 lbs	18	EA	\$16,750.00	\$301,500.00	
<b>SECTION G - DISTRIBUTION MATERIAL ASSEMBLIES</b>						
700	Install: C1-3 FB-Mod tangent crossarm assembly, fiberglass arm	1	EA	\$1,040.00	\$1,040.00	
701	Install: C9-3 FB tangent crossarm assembly, fiberglass arm	63	EA	\$780.00	\$49,140.00	
702	Install: C7A DA three phase deadend assembly, davit arm	6	EA	\$1,900.00	\$11,400.00	
703	Install: C7A FB three phase deadend assembly, fiberglass arm	4	EA	\$1,800.00	\$7,200.00	
704	Install: C8-1 FB three phase double deadend assembly, fiberglass arm	2	EA	\$2,300.00	\$4,600.00	
705	Install: C8-1 DA three phase double deadend assembly, davit arm	11	EA	\$2,400.00	\$26,400.00	
706	Install: C8-3 FB three phase double deadend assembly, fiberglass arm	1	EA	\$2,400.00	\$2,400.00	
707	Install: C6.91G three phase corner double deadend assembly, fiberglass arm	2	EA	\$2,300.00	\$4,600.00	
708	Install: C6.91G-MOD three phase corner double deadend assembly w/ neutral on arm, fiberglass arm	1	EA	\$2,800.00	\$2,800.00	
709	Install: A5 single phase deadend assembly	2	EA	\$1,300.00	\$2,600.00	
710	Install: A7 FB single phase deadend assembly, fiberglass arm	2	EA	\$1,300.00	\$2,600.00	
711	Install: ADSS tangent assembly	98	EA	\$520.00	\$50,960.00	
712	Install: ADSS deadend assembly	19	EA	\$1,000.00	\$19,000.00	
713	Install: Secondary tangent assembly	4	EA	\$520.00	\$2,080.00	
714	Install: Secondary deadend assembly	9	EA	\$1,000.00	\$9,000.00	
715	Install: Guy wire assembly	28	EA	\$780.00	\$21,840.00	
716	Install: Guy anchor assembly	28	EA	\$1,200.00	\$33,600.00	
717	Install: UCS-1R three phase cable deadend terminal pole with disconnect switch	4	EA	\$4,200.00	\$16,800.00	
718	Install: UCS-1R(A) three phase cable tangent terminal pole with disconnect switch	2	EA	\$3,900.00	\$7,800.00	
<b>SECTION H - DISTRIBUTION STRUCTURES</b>						
800	Framing: 13.8KV, wood, 1-pole, single phase deadend	2	EA	\$1,300.00	\$2,600.00	
801	Framing: 13.8KV, wood, 1-pole, double deadend structure	1	EA	\$2,100.00	\$2,100.00	
802	Framing: 13.8KV, wood, 1-pole, corner deadend structure	2	EA	\$2,100.00	\$4,200.00	
803	Framing: 13.8KV, wood, 1-pole, tangent structure	26	EA	\$1,100.00	\$28,600.00	
804	Framing: 13.8KV, wood, 1-pole, double circuit tangent structure	6	EA	\$2,400.00	\$14,400.00	
805	Framing: 13.8KV, wood, 1-pole, double deadend with single phase tap structure	1	EA	\$3,100.00	\$3,100.00	
806	Framing: 13.8KV, steel, 1-pole, deadend riser structure	4	EA	\$4,200.00	\$16,800.00	
807	Framing: 13.8KV, steel, 1-pole, deadend riser structure with three phase tap	1	EA	\$6,300.00	\$6,300.00	
808	Framing: 13.8KV, steel, 1-pole, tangent riser structure	2	EA	\$4,700.00	\$9,400.00	
809	Install: Wood pole, direct embed, <5,000 lbs	45	EA	\$4,700.00	\$211,500.00	
<b>SECTION I - FOUNDATIONS</b>						
900	Excavation/drilling for foundations, 2.0 ft boring diameter	1.96	CU YD	\$860.00	\$1,685.60	
901	Excavation/drilling for foundations, 2.5 ft boring diameter	49.59	CU YD	\$890.00	\$44,135.10	
902	Excavation/drilling for foundations, 3.0 ft boring diameter	-	CU YD	-	-	
903	Excavation/drilling for foundations, 3.5 ft boring diameter	28.84	CU YD	\$920.00	\$26,532.80	
904	Excavation/drilling for foundations, 4.0 ft boring diameter	77.80	CU YD	\$937.00	\$72,898.60	
905	Excavation/drilling for foundations, 4.5 ft boring diameter	123.43	CU YD	\$986.00	\$121,701.98	
906	Excavation/drilling for foundations, 5.0 ft boring diameter	-	CU YD	-	-	
907	Excavation/drilling for foundations, 5.5 ft boring diameter	-	CU YD	-	-	
908	Excavation/drilling for foundations, 6.0 ft boring diameter	183.26	CU YD	\$1,080.00	\$197,920.34	
909	Excavation/drilling for foundations, 6.5 ft boring diameter	-	CU YD	-	-	
910	Excavation/drilling for foundations, 7.0 ft boring diameter	-	CU YD	-	-	
911	Excavation/drilling for foundations, 8.0 ft boring diameter	968.08	CU YD	\$1,140.00	\$1,103,606.59	
912	Rock adder for excavation/drilling foundations	159.5	CU YD	\$1,355.00	\$216,122.50	
913	Crushed rock backfill	241.18	CU YD	\$142.00	\$34,247.56	
914	Concrete backfill	1250.65	CU YD	\$254.00	\$317,665.10	
915	Install anchor cage for drilled pier	18	EA	\$5,600.00	\$100,800.00	
916	Reinforcing steel, longitudinal bars, #11 bars	84,811	LBS	\$1.20	\$101,773.56	
917	Reinforcing steel, longitudinal bars, #14 bars	21,206	LBS	\$2.20	\$46,652.76	
918	Reinforcing steel, shear ties, #5 bars	43,947	LBS	\$0.90	\$39,552.46	
919	Install longitudinal bars	420	EA	\$240.00	\$100,800.00	
920	Install shear ties	981	EA	\$180.00	\$176,580.00	
<b>SECTION J - CONDUCTOR, OPGW, CABLE, AND CONDUIT</b>						
1000	Install: Conductor, T-2 397.5 kcmil "IBIS" ACSR, 3 phases	4.16	MI	\$202,000.00	\$840,320.00	
1001	Install: OPGW, DNO-13429, 1 wire	4.15	MI	\$54,200.00	\$224,930.00	
1002	Install: Conductor, 336.4 kcmil 18/1 "MERLIN" ACSR, 3 phases	2.84	MI	\$115,900.00	\$329,156.00	
1003	Install: Neutral, 1/0 AWG 6/1 "RAVEN" ACSR, 1 wire	2.84	MI	\$35,400.00	\$100,536.00	
1004	Install: Shield Wire, 7#9 Alumoweld, 1 wire	93.00	FT	\$49.00	\$4,557.00	
1005	Install: Conductor, 1272 kcmil 45/7 "BITTERN" ACSR, 3 phases	330.00	FT	\$5		



Submitted to: Rochelle Municipal Utilities  
Ritchie to Centerpoint

Date: December 18, 2025

## Response to Request for Proposal



December 18, 2025

Rochelle Municipal Utilities  
333 Lincoln Highway  
Rochelle, IL 61068  
Ref: 2200 K002

Dear Rochelle Municipal Utilities and BHMG Team,

INTREN is pleased to submit this proposal in response to your request for proposal for the **2200 K002 – Ritchie to Centerpoint Installation Contract** project. INTREN has extensive capabilities and experience in electrical construction combined with a prestigious history of 35+ years. From our regional offices centered around customers, we deliver a complete suite of services for the electrical utility industry, including distribution, transmission, substation, traffic control, and vegetation management throughout the nation. Below, we have highlighted strategic advantages to partnering with INTREN for your electrical construction needs.

- **Industry-Leading Safety:** INTREN boasts a best-in-class safety culture, a cornerstone of our success and a key factor in attracting top talent. Safety is deeply ingrained in our company, from executive leadership to every field and office employee. This unwavering commitment has resulted in an exceptional safety record: three (3) consecutive years with a Total Recordable Incident Rate (TRIR) below 1.10 while completing over 11 million man-hours of work.
- **Engineering News-Record (ENR) #1 Power Contractor:** INTREN is part of MasTec Power Delivery, the #1 ranked Power Contractor by Engineering News-Record. We offer our utility clients the unique advantage of combining local market expertise with the unparalleled resources of a national leader. This includes access to extensive equipment and manpower, robust workforce development programs, industry-leading safety standards, and strong financial stability.
- **Proven and Trusted Midwest Partner:** For over 35 years, INTREN has been a leading electrical contractor serving the Midwest, building strong and enduring partnerships with major energy providers. Our utility customers include We Energies, Exelon (ComEd and PECO), Ameren, Duke Energy (Midwest and Florida), Georgia Power, CenterPoint Indiana, Hoosier Energy, and NIPSCO.
- **Regional Offices for Local Customer Management:** Demonstrating our commitment to customer success, INTREN maintains a network of regional offices strategically located near customers. This fosters strong, localized relationships and ensures exceptional service delivery. For this opportunity, our Regional Office is conveniently located in Union, Illinois.
- **Innovative and Turnkey Provider:** INTREN, along with our sister companies within MasTec Power Delivery, provides a comprehensive suite of services for electric utilities. This includes distribution (overhead and underground), transmission, substation, traffic control, vegetation management and clearing, and restoration services. By offering a full range of in-house capabilities, we empower our utility clients to streamline projects, reduce reliance on subcontractors, and achieve significant cost savings.

Thank you for your time and consideration. Please contact us if you have questions or require further clarification regarding our submission. We welcome the opportunity to discuss our proposal in more detail and are available to schedule a meeting at your convenience.

Sincerely,



Matt Turk  
Chief Operating Officer  
[mturk@intren.com](mailto:mturk@intren.com) | 815-378-0930

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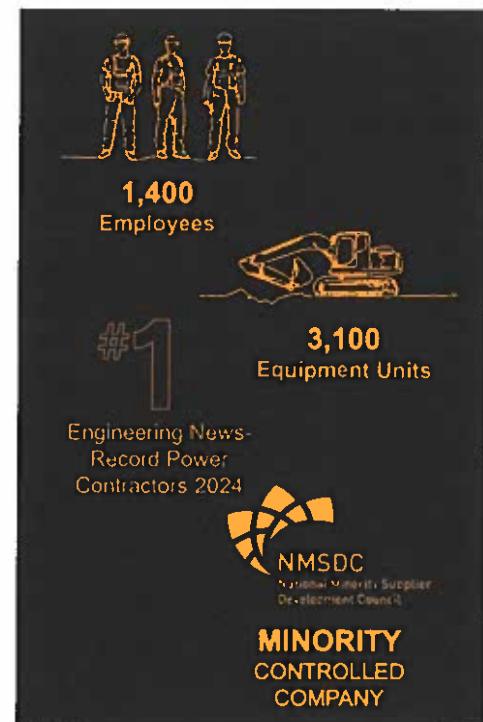
## 1 Company Overview

INTREN is a leading power delivery contractor and solution partner, offering comprehensive electric transmission, substation, distribution, and professional services to the nation's leading utilities, cooperatives, municipalities, developers, and general contractors.

Specializing in both large-scale design/build projects and system maintenance, INTREN offers unparalleled services in overhead and underground distribution, substations, transmission, and vegetation management. We consistently deliver safe, precise, and reliable outcomes, ensuring we exceed customer expectations. Our extensive project portfolio supports clients across the MISO, PJM, SPP, and Southeast regional system operators, providing tailored solutions to each customer's unique needs.

Since our acquisition, INTREN has strengthened its capabilities, employee network, and equipment units, allowing us to deliver even greater value as a proud subsidiary of the MasTec organization.

INTREN is Outperforming. Every Day.



## 2 Capabilities

INTREN works with utilities, renewable energy providers, cooperatives, and municipalities to successfully manage all phases of substation and switchyard construction. We have full EPC capabilities and have completed complex brownfield expansion work as well as state-of-the-art greenfield projects. Our customers rely on us to help them meet power demands by facilitating efficient and reliable energy distribution through professional maintenance, monitoring systems, and the utilization of new and evolving technologies.



### 2.1 Overhead Distribution Capabilities

- New construction and system maintenance
- Reconductoring, line upgrades, and modifications
- Pole installation, transfers, and removals
- Emergency response and restoration
- Line extensions, upgrades, and conversions
- Maintenance work orders
- Smart grid equipment installation
- Make-ready

## 2.2 Underground Distribution Capabilities

- Primary, secondary, and service circuit underground installation
- Trenching, excavation, conduit, and cable installation
- Manhole, vault, and duct bank installation
- Splicing and terminations
- Permits and inspections
- Ground fault locating and repairs
- Duct bank
- Directional boring
- Joint trench installation

## 2.3 Substation Capabilities

We work with utilities, renewable energy providers, cooperatives, and municipalities to successfully manage all phases of substation and switchyard construction. We have full EPC capabilities and have completed complex brownfield expansion work as well as state-of-the-art greenfield projects. Our customers rely on us to help them meet power demands by facilitating efficient and reliable energy distribution through professional maintenance, monitoring systems, and the utilization of new and evolving technologies. These capabilities include:

- Substation equipment installation
- Specialized crews for (GIS) equipment
- Transformers and switchgear
- Capacitor banks and reactors
- Circuit switches and breakers
- Power and control cabling
- Protection and control systems
- Security, monitoring, and access control
- Battery storage
- Control buildings
- Bus systems
- Medium and high voltage cables
- Conduit and duct banks
- Testing and commissioning

## 2.4 Transmission Capabilities

INTREN is an industry-leading contractor for high-voltage electric transmission services. From remote rural locations to congested metro areas, our vast project experience includes working on both new and upgraded systems in every type of terrain. We have full EPC capabilities and focus on delivering safe, high-quality, and cost-efficient transmission solutions. These capabilities include:

- Structure installations and rebuild
  - Wood poles
  - Concrete poles
  - Steel monopoles
  - Steel lattice structures
- Civil and foundation construction
- Conductor, Optical Ground Wire (OPGW), and All-Dielectric Self-Supporting (ADSS) stringing
- Maintenance/Emergency restoration
- Live line/barehand technique
- Underground transmission, including conduit, duct banks, vaults, and cable pulling and splicing
- Helicopter construction

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IOU and Co-op  
Customers in  
2024

### 3 INTREN Distribution MSA Customers

INTREN has been a leading electrical contractor centering our focus on long-term customer relationships. Our distribution MSA customers include: Ameren, ComEd, Duke, MidAm and WE Energies.

INTREN Transmission and Substation MSA Customers		
Name	Location	MSA Contractor-of-Choice Scope
Ameren Transmission	Illinois	Maintenance and capital project scopes of work for 69 kV to 345 kV.
Duke Energy Midwest	Indiana and Ohio	Maintenance and capital project scopes of work for 69 kV to 230 kV.
Duke Energy Florida	Florida	Maintenance and capital project scopes of work for 69 kV to 230 kV.
Georgia Power	Georgia	Maintenance and capital project scopes of work for 69 kV to 345 kV.

#### 3.1 Ameren

**Distribution and Transmission MSA Partner | Missouri and Illinois | 2009 – present**

INTREN provides distribution, transmission, and substation construction services for Ameren Missouri and Ameren Illinois through assigned regional support and project bidding. INTREN's subsidiaries, Shade Tree, performs vegetation management for Ameren and Utility Traffic and Restoration (UTR) performs traffic control services.

Work types include:

- Distribution Overhead
- Distribution Underground (including splicing and terminations)
- Distribution Directional Boring
- Civil, Manhole, Vault, and Duct Bank Feeders
- Substation (Transmission and Distribution)
- Transmission Line (Capital and Maintenance)
- Storm Restoration with on-property and off-property crews

#### 3.2 ComEd

**Distribution and Vegetation MSA Partner | Northern Illinois and Chicago regions | 1988 – present**

For more multiple decades, INTREN has provided ComEd with qualified craft labor resources, equipment, and support services for projects and programs. For the past 20 years, INTREN has been the largest distribution contractor on ComEd property.

Work types include:

- Distribution Overhead
- Distribution Underground Capital and Maintenance
- Distribution Underground Fault Repair

- Distribution Directional Boring
- Underground Cable Replacement Program
- Civil, Manhole, and Duct Bank Feeders
- Substation (transmission and distribution including 345 kV GIS)
- Vegetation Management Services
- Storm Restoration with on-property and off-property crews

### 3.3 Duke Energy

**Distribution and Transmission MSA Partner | Indiana, Ohio, and Florida | 2015 – present**

Since 2015, INTREN has partnered with Duke Energy to support their customers and communities. INTREN has become the largest distribution contractor for overhead and civil projects in their Ohio and Indiana operations. In 2024, INTREN expanded service territories to include Florida.

Work types include:

- Distribution Overhead
- Distribution Underground Directional Drilling
- Civil, Manhole, and Duct Bank Feeders
- Transmission Line (work orders and large capital projects)
- Energized Transmission Line Structure Replacements
- Storm Restoration with on-property and off-property crews

### 3.4 MidAmerican Energy Company

**Distribution MSA Contractor-of-Choice | Des Moines, IA | 2017 – present**

Since 2017, INTREN has been actively performing services with MidAmerican to support its customers in Iowa as a distribution MSA contractor. INTREN supports projects through their entire service territory with our regional office located in Des Moines. Additionally, INTREN's subsidiary, Utility Traffic and Restoration (UTR), performs traffic control services.

Work types include:

- Distribution Overhead Construction
- Distribution Conventional Underground
- Distribution Directional Drilling
- Civil, Manhole, and Duct Bank Feeders
- Storm Restoration with on-property and off-property crews

### 3.5 We Energies

**Distribution MSA Contractor-of-Choice | Milwaukee and East-Central, WI | 2007 – present**

Since 2007, INTREN has been an active contractor with We Energies to support their customers and communities in Wisconsin through distribution maintenance and capital projects. Additionally, INTREN's subsidiary Utility Traffic and Restoration (UTR) has been performing traffic control and restoration services since 2019.

Work types include:

- Overhead Distribution

- Underground Equipment Sets
- Directional Drillings
- Conventional Underground
- Storm Restoration with on-property and off-property crews

## 4 Subcontractors and Suppliers

Subcontractors				
Service	Company	Contact	Email	Phone
Matting	Dakota Matting	Jared Patterson	<a href="mailto:jared@dakotamats.com">jared@dakotamats.com</a>	1-815-275-4440
Drilled Foundations	CJ Drilling	Mark Seaquist	<a href="mailto:mseaquist@cjdrilling.com">mseaquist@cjdrilling.com</a>	1-847-372-4956
Spoils Hauling	Utility Transport	Jim Bracken		1-708-825-1439
Excavator Shipping	Catom Trucking			1-630-208-8442
Shoring Rental	United Rentals	Nick Cataldo		1-312-391-8330
Restoration	ALI	Leo Golda		1-630-533-7289
Traffic Control	UTR	Stan Austin	<a href="mailto:stana@utrnw.com">stana@utrnw.com</a>	1-414-639-7238
Suppliers				
Service	Company	Contact	Email	Phone
Material	Parasources	Tim Tallinger	<a href="mailto:ttallinger@electricalsubstations.com">ttallinger@electricalsubstations.com</a>	1-414-258-2366
Manholes	Champion Pre-Cast	Dave Haas	<a href="mailto:daveh@championprecast.com">daveh@championprecast.com</a>	1-314-614-0174
Concrete	Prairie Material	Tyler Sulaver		1-331-326-7513

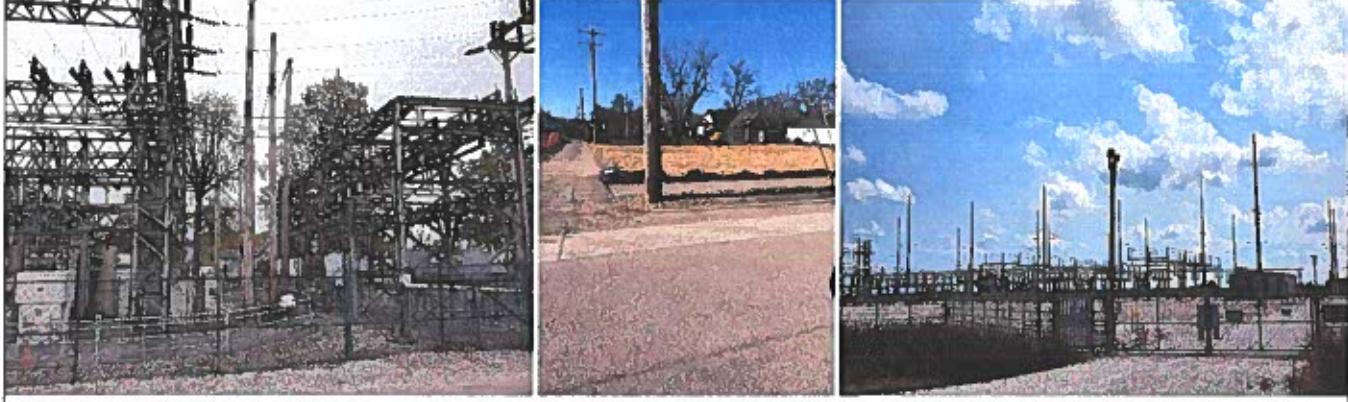
## 5 INTREN Customer References

At INTREN, we pride ourselves on strong customer relationships. Below are several Midwest-focused customer references. Please let us know if other national references are required, and we will supply the reference information.

Customer	Reference
<u>Ameren Transmission</u>	<b>Frank Niemerg</b> Director of Transmission Construction Services <a href="mailto:FNiemerg@ameren.com">FNiemerg@ameren.com</a>   314-502-0321
<u>Duke Energy Midwest</u>	<b>Mike Forest</b> Manager, Transmission Construction Management <a href="mailto:Mike.Forest@duke-energy.com">Mike.Forest@duke-energy.com</a>   812-375-2046
<u>Hoosier Energy</u>	<b>Steve Jones</b> Transmission Project Management <a href="mailto:SJones@HEPN.com">SJones@HEPN.com</a>   812-322-6180
<u>Southern Illinois Power Cooperative</u>	<b>Matt Crain</b> Transmission Superintendent <a href="mailto:mcrain@sipower.org">mcrain@sipower.org</a>   618-922-9309
<u>We Energies</u>	<b>Matthew Fehler</b> Area Manager <a href="mailto:Mathew.fehler@we-energies.com">Mathew.fehler@we-energies.com</a>   262-210-1603

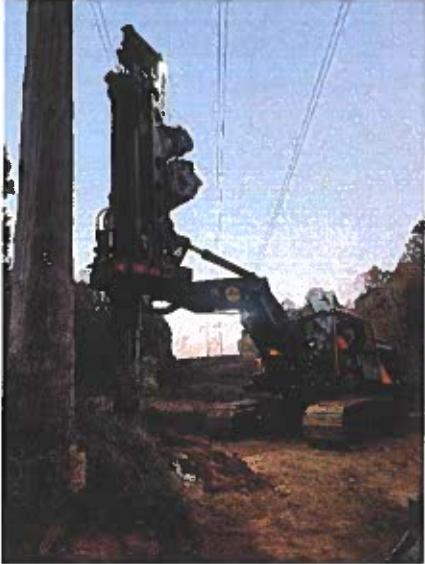
## 6 INTREN Recent Midwest Project Spotlight

INTREN performed multiple large projects in the Midwest. Below are four highlighted projects that represent INTREN's capabilities for transmission and substation capabilities.

Project Spotlight #1—Ameren Southern Illinois REOS 138kV Substation			
Client	Location	Dates	Project Highlights
Ameren	Southern IL	June 2024 to November 2024	<p><b>Scope</b>            Construct a 138KV Greenfield substation with 4 138KB breakers and (10) Gear operation Disconnect Switches and (4) Motor Operated Disconnect Switches.</p> <p><b>Challenges</b>            Intren had to pull in the control and power cables early in the project to give relay enough time to complete the relay testing. As well there were 4 remote ends that had to be completed within the same time frame.</p> <p><b>Outcome</b>            INTREN completed the project with no safety incidents. As well as completed the project on time.</p>
			

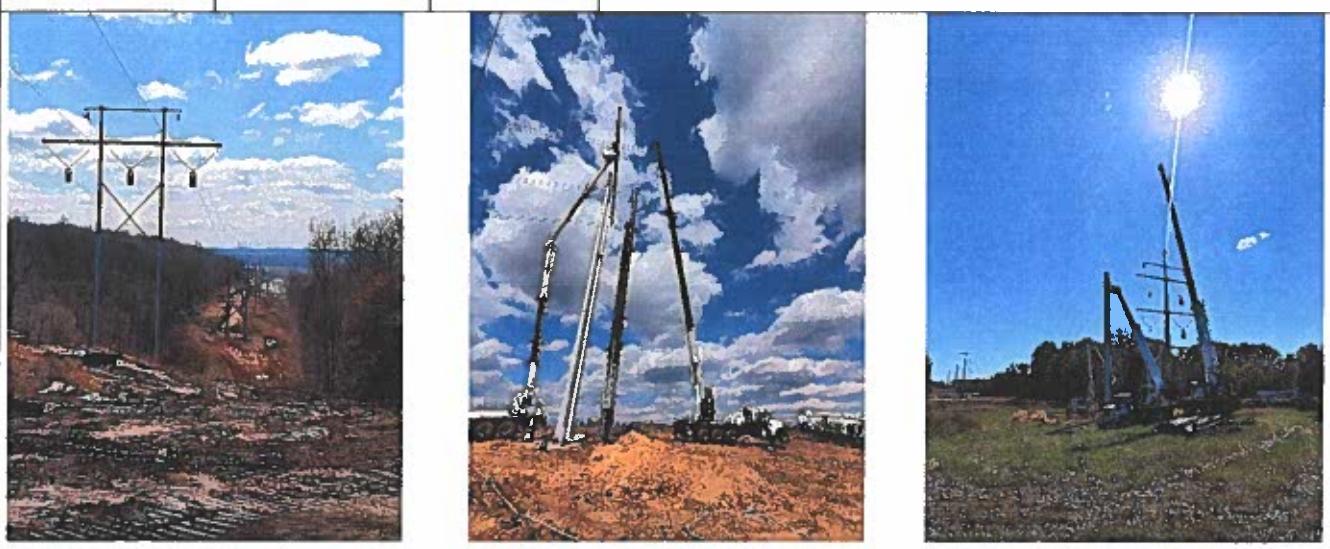
## Project Spotlight #2—Ameren SHAW-WFRE 345 kV Refurbishment

Client	Location	Dates	Project Highlights
Ameren Transmission	Southern IL	September to December 2024	<p><b>Scope</b> The project consisted of installing 53 new 345 kV single-circuit steel H-frame and 3-pole angle structures and reconductor portions of the line with horizontal bundled conductor.</p> <p><b>Challenges</b> The project route contained a significant amount of below-surface rock, challenging access, and hilly terrain.</p> <p><b>Outcome</b> INTREN completed the project scope ahead of schedule with no safety incidents.</p>

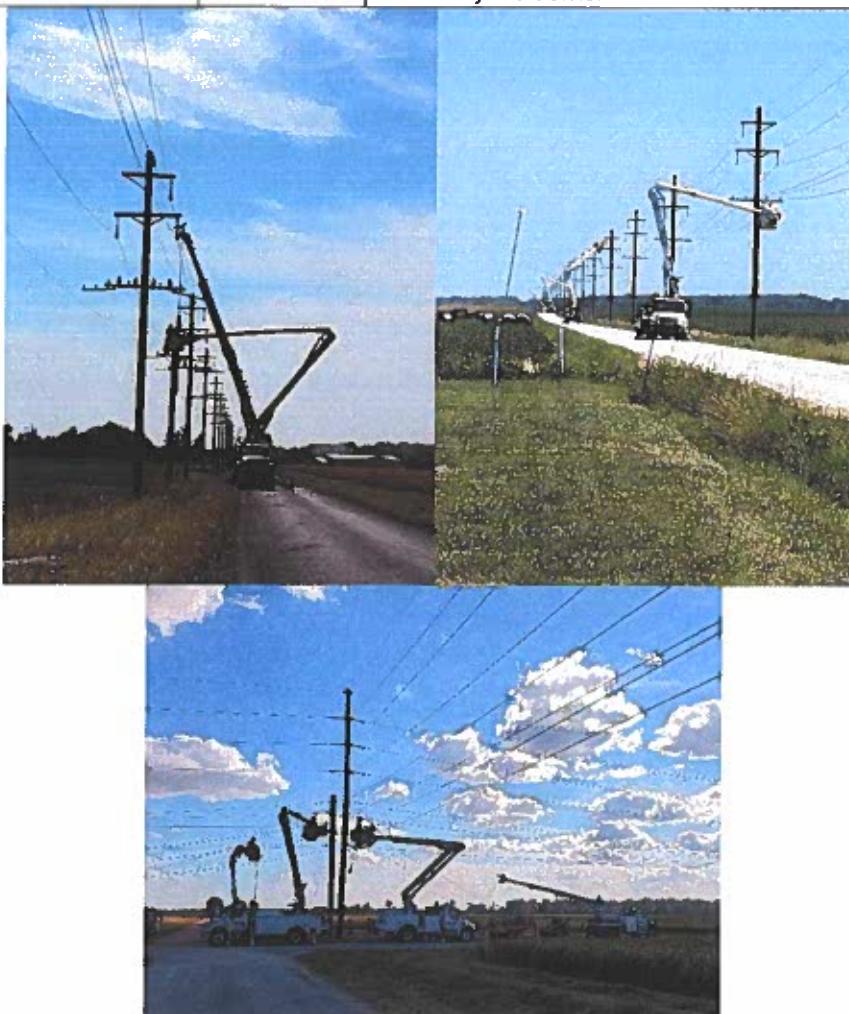




### Project Spotlight #3—Ameren Southern Illinois Reliability Project

Client	Location	Dates	Project Highlights
Ameren Transmission	Southern IL	June 2020 to November 2023	<p><b>Scope</b>  The Southern Illinois Reliability Project reconstructed the existing 230 kV transmission line from Cahokia to Joppa, originally built in the 1950s. The rebuild consisted of 140 miles of removal of the existing 230 kV line composed of lattice towers and wood H-frames and the construction of a new 345 kV line with direct embed steel poles and concrete piers. A significant portion of the line was rebuilt with double-circuit 345/138 kV double-circuit steel monopoles on concrete foundations averaging 150 feet tall.</p> <p><b>Challenges</b>  Due to the 140-mile length of the line, the project route had multiple challenges due to geography and major crossings. The geography challenges included hilly rocky terrain requiring specialized access equipment and limiting right-of-way impact. The route also included numerous crossings that spanned busy interstates, railroads, rivers, wetlands, gas pipelines, and active golf courses.</p> <p><b>Outcome</b>  INTREN worked 312,000 man-hours on the project and had zero OSHA-recordable injuries. The project was finished as scheduled and within the outage planning durations.</p> <p><a href="#">Southern Illinois Reliability Project - Ameren Illinois</a></p> 

### Project Spotlight #4—Patoka to Kinmondy Rebuild

Client	Location	Dates	Project Highlights
Southern Illinois Power Cooperative	Southern IL	May 2024 – May 2025	<p><b>Scope</b> Rebuild of 14 miles of 69kV wood single circuit with 12kV distribution underbuilt along roadside.</p> <p><b>Challenges</b> The project had a weekend return-to-service requirement that drove task section sequence. Additionally, there was a major interstate crossing and multiple railroad crossings with different railroad entities which resulted in increased planning for traffic plans and flagging.</p> <p><b>Outcome</b> INTREN completed the project scope ahead of schedule with no safety incidents.</p> 

## 6.1 INTREN Midwest Substation Project Experience

Project Name	Client	Scope of Work	Voltage	Location
Ameren Moro 348	Ameren Illinois	138KV Substation with a Transformer for Greenfield Project	138kV	Moro, IL
Ameren Roxford 345KV-138KV Yard	Ameren Illinois	Brownfield replaced breakers and switches and upgraded all jumpers. Re-did all the bus work.	345 kV-138kV	Hartford, IL
Ameren Albion 345KV Brownfield	Ameren Illinois	Expand the 345KV yard with (2) new line positions new transformer in the brownfield with new switches and breakers. Redid all jumpers and bus.	345 kV	Albion, IL
Ameren Fabius 345KV Greenfield	Ameren Illinois	New green field substation with breakers, switches and misc. 345KV equipment	345kV	Hurland, MO
Ameren Flanigan	Ameren	Construct a 138KV Greenfield substation with (3) 138KV breakers and (8) Gear operation Disconnect Switches and (2) Motor Operated Disconnect Switches.	138kV	Illinois
Ameren Reos	Ameren	Construct a 138KV Greenfield substation with 4 138KB breakers and (10) Gear operation Disconnect Switches and (4) Motor Operated Disconnect Switches.	138kV	Illinois
Siemens – Ameren 3X Statcom (Arnold, Bugle and Mason)	ComEd	Installation and commissioning of STATCOM substation involving steel structure, high, medium and low voltage equipment, conduit, grounding and cabling. Installation of lighting protection, fence and fire detection systems.	345kV	Illinois
Siemens – Ameren Statcom N. Utica and Wiseman	ComEd	Installation and commissioning of STATCOM substation involving steel structure, high, medium and low voltage equipment, conduit, grounding and cabling. Installation of lighting protection, fence and fire detection systems.	345kV	Illinois
Siemens – ComEd TSS51 McCook 345kV GIS	ComEd	Installation and Commissioning of 345kV Gas Insulated Switchgear's (GIS) including 12 345kV circuit breakers, disconnect switches and local control cabinets.	345kV	Illinois

## 7 Safety Culture and Performance

For us, safety isn't just a priority—it's a core value and mindset that all employees carry with them daily. We are diligent about staying at the forefront of safety and environmentally responsible work practices to safeguard our coworkers, community, and customers from harm. INTREN complies with all applicable occupational safety and health-related laws and community regulations.

INTREN's Safety Program is a measured approach driven and supported by the executive leadership of the organization. We focus on leading indicators, such as mentoring inexperienced employees, continued compliance and technical training for all employees, and increased focus on field audits by all levels of field leadership and management. By focusing on leading indicators, we can drive down incidents. Targeted metrics are set and measured at timely intervals to ensure we reduce injuries and accidents.



INTREN Safety Results by Year				
	2021	2022	2023*	2024*
OSHA	0.98	1.09	1.06	1.09
DART	0.46	0.35	0.35	0.55
EMR	0.46	0.59	0.55	0.70

\*2023 EMR was for Power Delivery segment; 2024 EMR is for MasTec overall

INTREN has implemented specific safety initiatives that have allowed us to improve and maintain this level of safety include:

- Briotix Health
- Green Hard Hat Program
- DoneSafe Software for Improved Metrics
- Continuous Training
- Increased Communication and Root-Cause Analysis
- Utilizing Leading Indicators



## 8 Diverse Spend

MasTec, INTREN's parent company, is a certified Minority Controlled company by the National Minority Supplier Development Council. This results in significant Tier 1 diverse spend for our customers as INTREN self-performs a significant majority of project scope.



Additionally, INTREN has vetted more than 200 certified diverse suppliers and transacted business with 150 of those diverse suppliers. That resulted in INTREN facilitating over \$300 million annually in spending with M/WBE-certified diverse suppliers. This adds significant Tier 2 diverse spend in addition to the Tier 1 spend for our customers.

**100%**  
Tier 1 spend

## 9 Pricing

See APPENDIX 1; RITCHIE TO CENTERPOINT - 34.5kV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS for pricing breakdowns.

## 10 Exceptions & Clarifications

- INTREN agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027
- INTREN will utilize our own company and workers for approximately 75% of the overall project
- INTREN has attached MasTec 10K to prove we can fund the Project and are not in financial hardship
- INTREN understands that any subcontractors are the sole responsibility of INTREN and will be considered 'part of our company' and will meet all qualification requirements set forth by RMU.

- E. INTREN assumes 8ft diameter by 40ft deep drilled foundation for locations 1, 7, 8, 14, 18, 19, 20, 33, 35, 36, 45, 51 & CPT. Assumes 6ft diameter by 35ft deep drilled foundation for locations 21, 22, 24, 25 & 26.



OutPerforming. Everyday.

# INTREN, LLC

## Contract Redlines



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## ROCHELLE MUNICIPAL UTILITIES

### RITCHIE TO CENTERPOINT

#### INSTALLATION CONTRACT

2200 K002

November 12, 2025



## ROCHELLE MUNICIPAL UTILITIES

### RITCHIE TO CENTERPOINT INSTALLATION CONTRACT

2200 K002

Construction Bids Due:  
December 18, 2025  
2:00 p.m.

Location: Rochelle City Hall

Virtual Pre-Bid Conference:  
November 20, 2025  
9:00 a.m.

Location: Virtually via Microsoft Teams Meeting

Final RFIs Due:  
November 25, 2025  
12:00 p.m.

Direct inquiries for clarification to:  
Chris Couch  
Phone: 636-237-7823  
E-Mail: [ccouch@bhmq.com](mailto:ccouch@bhmq.com)  
and  
Amy Wooldridge  
Phone: 636-333-3923  
E-Mail: [awooldridge@bhmq.com](mailto:awooldridge@bhmq.com)

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



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### Seals and Signatures

 REID MARKUS AEBISCHER 062-076713   11-12-2025 License Expires: 11-30-2027	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> <p>Reid Aebischer</p> <p>11/12/2025</p> <p>Signature Date</p> <p>Illinois License # 062.076713 License Expires: 11/30/2027</p>
 JACOB P BEERMAN 062.070821   11-12-2025 License Expires: 11-30-2025	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed professional under the laws of the State of Illinois.</p> <p>Jacob Beerman</p> <p>11/12/2025</p> <p>Signature Date</p> <p>Illinois License # 062.070821 License Expires: 11/30/2025</p>

## **INVITATION FOR BIDS**

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

Ritchie to Centerpoint  
Installation Contract

until 2:00 p.m. local time on December 18, 2025, at the City of Rochelle, 420 N. 6<sup>th</sup> Street, Rochelle, IL 61068.

A pre-bid conference will be held via a virtual meeting at 9:00 a.m. on November 20, 2025. Attendance is strongly encouraged. A Microsoft Teams invite will be sent to registered bidders. The plans and specifications are on file with the City of Rochelle for viewing purposes only.

Copies of the documents may be acquired from BHMG 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 2200 K002.

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: November 12, 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**

- 201 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.
- 202 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.
- 203 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:
- Examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addendum.
  - 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.
  - 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. 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.
  - E. 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.
  - F. 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.
  - G. 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.
  - H. 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.
  - I. 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 - PRE-BID CONFERENCE**

5.01 A pre-bid conference will be held at 9:00 a.m. local time on November 20, 2025, via a virtual Teams meeting. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

#### **ARTICLE 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 land 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 – Not Used**

**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, December 18, 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: Ritchie to Centerpoint, Installation Contract
  - 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:

Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002

#### **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**

17.01 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**

18.01 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**

- 1901 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.
- 1902 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.
- 1903 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.
- 1904 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.
- 1905 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.
- 1906 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 \_\_\_\_\_

COUNTY OF \_\_\_\_\_

being first duly sworn,  
deposes and says that he is \_\_\_\_\_ \* (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: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

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This Bid is submitted by: \_\_\_\_\_

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002

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.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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 material (other than steel structures and material expressly included in Construction Package Section 6) for the construction and installation of the Ritchie to Centerpoint project, all as detailed in the Construction Package.

The Contractor shall be required to furnish material and labor, use of tools, and use of their equipment as required for the construction of the project to complete the scope of work.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Price: \$
Allowance: \$150,000
Total Bid Price: \$

#### ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027 and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after completion date of 05/15/2027.

6.02 The time for delivery shall be extended for the period of any reasonable delay due to exclusively to causes beyond the control and without the fault of the Bidder, including but not limited to acts of God, fires, strikes, and floods.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- B List of Proposed Subcontractors, if applicable.
- C List of Proposed Suppliers, if applicable.
- D Non-Collusion Affidavit
- E This Document, Completed Bid Form Document 00410
- F Completed Bidder Qualification Form 00420
- G Any Addenda issued by the Engineer.

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

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

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

Type: \_\_\_\_\_

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

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

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

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

*(typed or printed)*

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

*(Corporate Seal)*

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

*(Signature of Corporate Secretary)*

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

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

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

Or if Bidder is:

A Limited Liability Company (LLC)

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

State in which  
organized: \_\_\_\_\_

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

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

Name: *(typed or printed)* \_\_\_\_\_

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

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

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

## 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 \_\_\_\_\_, whose address is \_\_\_\_\_, 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   |
| <input type="checkbox"/> Not-for-Profit Corporation                 |  |
| <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only) |  |

- 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: \_\_\_\_\_

Federal Taxpayer  
Identification Number: \_\_\_\_\_

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

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

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

DAMAGES FORM

**BID BOND**

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

**BIDDER (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):** **Rochelle Municipal Utilities**  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

**BID**

Bid Due Date: **December 18, 2025**  
Project: **Ritchie to Centerpoint Installation Contract**  
**City of Rochelle, IL**

**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**

**SURETY**

Bidder's Name and Corporate Seal \_\_\_\_\_ *(Seal)* \_\_\_\_\_ *(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.*

DAMAGES FORM

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, and
  - 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, or
  - 3.2. All Bids are rejected by Owner, or
  - 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.

## **Agreement**

THIS AGREEMENT is by and between

Rochelle Municipal Utilities  
420 N. 6<sup>th</sup> Street, Rochelle, IL 61068 \_\_\_\_\_ ("Buyer") and

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

Buyer and Contractor hereby agree as follows:

### **ARTICLE 1 – GOODS AND SPECIAL SERVICES**

1.01 Contractor shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

### **ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Ritchie to Centerpoint Installation Contract.

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 Contract Documents for the Goods and Special Services have been prepared by BHMG Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Contractor's furnishing of Goods and Special Services.

### **ARTICLE 4 – POINT OF DESTINATION**

4.01 The Point of Destination will be determined, but will be deliverable to Rochelle, Illinois.

## ARTICLE 5 – CONTRACT TIMES

### 5.01 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.

### 5.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before 03/15/2027, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 05/15/2027.

### 5.03 Liquidated Damages

- A. No liquidated damages.

## ARTICLE 6 – CONTRACT PRICE

### 6.01 Buyer 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 6.01.A, 6.01.B, and 6.01.C below:

- A. A Lump Sum of: \$

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

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

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

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

## ARTICLE 7 – PAYMENT PROCEDURES

### 7.01 Submittal and Processing of Payment

- A. Contractor shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 7.02 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 before the first (1st) day 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 (and in the case of Unit Price Work based on the number of units completed) 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.
2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% 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.

### 7.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Contractor the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## ARTICLE 8 – INTEREST                    NOT USED

## ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

9.01 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 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 10 – CONTRACT DOCUMENTS

### 10.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Exhibits to this Agreement
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
  - 3. Performance Bond
  - 4. Specifications as listed in Construction Package
  - 5. Appendix 1 – Bid Units
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Order(s).

- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 11 – MISCELLANEOUS

### 11.01 Terms

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

### 11.02 Assignment of Contract

- A. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. 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 Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 11.03 Successors and Assigns

- A. Buyer 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.

### 11.04 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 Buyer and Contractor. 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.

#### 11.05 Contractor's Certifications

- A Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
  3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
  4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 11.06 Limitations

- A Buyer and Contractor waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Contractor and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification, (b) ~~with respect to third party claims~~ costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, ~~or (c) intentional or reckless wrongful conduct gross negligence, or (d) rights conferred by any bond provided by Contractor under this Contract.~~

- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Contractor's liability, and upon Contractor with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages ~~(b) costs, losses, or damages~~ attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, ~~or (c) intentional or reckless wrongful conduct~~ ~~gross negligence~~, or ~~(d) rights conferred by any bond provided by Contractor under this Contract.~~
- C. In no event shall the aggregate damages payable by either Party hereunder exceed one hundred percent (100%) of the Contract Price (as the same may increase or decrease from time to time in accordance with the terms of this Agreement).

IN WITNESS WHEREOF, Buyer and Contractor have signed this Agreement. Counterparts have been delivered to Buyer and Contractor. All portions of the Contract Documents have been signed or identified by Buyer and Contractor or on their behalf.

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

BUYER:

CONTRACTOR:

Rochelle Municipal Utilities

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

[CORPORATE SEAL]

Attest:

Address for giving notices:

[CORPORATE SEAL]

Attest:

Address for giving notices:

Rochelle Municipal Utilities

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

Rochelle, IL 61068

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-

Contractor Agreement.)

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

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

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

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

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

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

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

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

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

## Payment Bond

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

CONTRACTOR *(Name and Address)*      SURETY *(Name and Address of Principal Place of Business)*

BUYER      Name: **Rochelle Municipal Utilities**  
Address: **420 N. 6<sup>th</sup> Street, Rochelle, IL 61068**

CONTRACT      Date:  
Amount:  
Description:  
*(Name and location)*

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

### Modifications on this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Seal)*

*(Seal)*

Signature: \_\_\_\_\_

Surety's Name and Corporate Seal

Name and Title: \_\_\_\_\_

By:

*Signature and Title*  
*(Attach Power of Attorney)*

Attest:

*Signature and Title*

*(Signatures for additional parties, if required)*

CONTRACTOR AS PRINCIPAL

SURETY

Company:

*(Seal)*

*(Seal)*

Signature: \_\_\_\_\_

Surety's Name and Corporate Seal

Name and Title: \_\_\_\_\_

By:

*Signature and Title*  
*(Attach Power of Attorney)*

Attest:

*Signature and Title*  
*(Attach Power of Attorney)*

EJCDC No. C-615 (2002 Edition)  
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractor

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed, and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15. DEFINITIONS

- 15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

#### FOR INFORMATION ONLY –

Name, Address and Telephone:  
Surety Agency or Broker:  
Owner's Representative (engineer or other party):

## Contractor's Application For Payment No.

APPLICATION FOR PAYMENT		Change Order Summary																																																					
To (Owner):	From (Contractor):	Application Period:	Application Date:																																																				
Project:	Contract:	Owner's Contract No.:	Via (Engineer)																																																				
Owner's Contract No.:		Contractor's Project No.:	Engineer's Project No.:																																																				
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CONTRACTOR'S LIABILITY FOR GROWTH

**CONTRACTOR'S CERTIFICATION**  
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

## Progress Estimate

## Contractor's Application

Stored Material Summary

## Contractor's Application

## Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

All Work under the Contract Documents.  The following specified portions:

---

---

---

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities  Not Amended

Owner's Amended Responsibilities:

---

---

Contractor's Amended Responsibilities:

---

---

The following documents are attached to and made part of this Certificate:

---

---

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

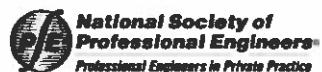
# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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*a practice division of the*  
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



Construction Specifications Institute

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**American Society of Civil Engineers**  
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

#### 1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in

the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01.A for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work.

but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity*—An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*—Work to be paid for on the basis of unit prices.

51. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

#### 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

##### B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

##### C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

##### D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

#### *E. Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

### *2.01 Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions,

certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### *2.04 Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### *2.05 Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

### *2.06 Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05 A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

#### 2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05 A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

A. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

B. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

C. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 Intent

A. The Contract Documents are complementary, what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be

provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

B. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 Reporting and Resolving Discrepancies

##### A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall

promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample, (Subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

#### 3.05 Reuse of Documents

- A. Contractor and any Subcontractor or

furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

#### 3.06 Electronic Data

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

#### ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

Supplier or other individual or entity performing or

#### 4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods,

techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

#### 4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

#### C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
- b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

**A. Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### *B. Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### **4.05 Reference Points**

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A), and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

#### **4.06 Hazardous Environmental Condition at Site**

**A. Reports and Drawings:** Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

**B. Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

**C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work.** Contractor shall be responsible for a Hazardous Environmental Condition created with any

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) *arising out of or relating to the extent of* a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) ~~arising out of or relating to~~ ~~the extent of~~ a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

### 5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom, and

6. claims for damages because of bodily injury or death of any person or property damage arising out to the extent of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured for liabilities assumed by Contractor under the indemnification provisions of this Agreement (subject to any customary exclusion regarding worker's compensation, employer's liability, and professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds for liabilities assumed by Contractor under the indemnification provisions of this Agreement, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20; contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least

two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations) This insurance shall:

A. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

B. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

C. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

D. cover materials and equipment stored at the Site or at another location that was agreed to in

writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of

- A. allow for partial utilization of the Work by Owner;
- B. include testing and startup; and
- C. be maintained in effect until final payment

is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

2. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

3. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

4. Owner shall not be responsible for purchasing and maintaining any property insurance

such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 Waiver of Rights

1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers,

directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by ~~arising out of or resulting from~~ any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents,

consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### *5.08 Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### *5.09 Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### *5.10 Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### **ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**

#### *6.01 Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or

specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

#### 6.02 Labor, Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work. ~~Notwithstanding the foregoing, Contractor shall not be responsible for or liable to Owner for any loss or damage caused by force majeure events or events outside of Contractor's control.~~

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable

Supplier, except as otherwise may be provided in the Contract Documents.

appearance, strength, and design characteristics;

#### **6.04 Progress Schedule**

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable there-to.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### **6.05 Substitutes and "Or-Equals"**

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. **"Or-Equal" Items:** If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability.

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

## 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

**B. Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

**C. Engineer's Evaluation:** Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge

of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

**D. Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

**E. Engineer's Cost Reimbursement:** Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

**F. Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 Concerning Subcontractors, Suppliers, and Others

A Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost

occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners,

employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) *arising-out-of-or-relating to the extent of* any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except

where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) *arising-out-of-the extent of or-relating-to* such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 Use of Site and Other Areas

##### A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) ~~arising out of or relating to the extent of~~ any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's negligent performance of the Work.

**B. Removal of Debris During Performance of the Work:** During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

**C. Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

**D. Loading Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions

for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them)

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### **6.15 Hazard Communication Programs**

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### **6.16 Emergencies**

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### **6.17 Shop Drawings and Samples**

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### **1. Shop Drawings**

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. Samples: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to

enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### **C. Submittal Procedures**

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

##### **D. Engineer's Review**

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer.

Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### *E Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### *6.18 Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### *6.19 Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee. Contractor's warranty and guarantee

and guarantee  
hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

#### *6.20 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all third party claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such third party claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the

Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions,

such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

**E. 6.21 Contractor shall not be held liable for any losses, including harm to property or the environment, as well as any indemnification obligations under this Agreement, where Contractor properly performs the Work consistent with and/or required by the Contract Documents and any attachments thereto including, but not limited to, permits, maps, reports, Change Orders, Shop Drawings, Technical Specifications, or other designs required by the Owner, Engineer or prepared by any third party that is not employed or retained by Contractor, including without limitation, losses in connection with erosion and sediment control designs, practices, and materials.**

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reports, surveys, Change Orders, designs, or Specifications; or

## ARTICLE 7 - OTHER WORK AT THE SITE

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### **6.21 Delegation of Professional Design Services**

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by

#### **7.01 Related Work at Site**

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The

duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

A. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor.

#### 8.01 Communications to Contractor

as a result of Contractor's action or inactions.  
ARTICLE 8 - OWNER'S RESPONSIBILITIES

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

##### 8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

##### 8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents

##### 8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

##### 8.05 Lands and Easements; Reports and Tests

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

##### 8.06 Insurance

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

##### 8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

##### 8.08 Inspections, Tests, and Approvals

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### **8.09 Limitations on Owner's Responsibilities**

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### **8.10 Undisclosed Hazardous Environmental Condition**

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### **8.11 Evidence of Financial Arrangements**

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

### **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

#### **9.01 Owner's Representative**

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

#### **9.02 Visits to Site**

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed

Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### **9.03 Project Representative**

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### **9.04 Authorized Variations in Work**

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### **9.05 Rejecting Defective Work**

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept.

of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

#### *9.06 Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

#### *9.07 Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

#### *9.08 Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event

giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

#### *9.09 Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

## ARTICLE 10 - CHANGES IN THE WORK, CLAIMS

### 10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent of, any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

### 10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and

Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 Claims

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday

pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading,

assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar pettycash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

**B. Costs Excluded:** The term Cost of the Work shall not include any of the following items.

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters,

timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

**C. Contractor's Fee:** When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

**D. Documentation:** Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

##### B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the

allowances, and no demand for additional payment on account of any of the foregoing will be valid.

#### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### ARTICLE 12 - CHANGE OF CONTRACT PRICE, CHANGE OF CONTRACT TIMES

#### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors

performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

### ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

#### 13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

### 13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by

Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) ~~arising out of or relating to the extent of~~ such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

### 13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof,

until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### **13.06 Correction or Removal of Defective Work**

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) *arising out of or relating to the extent of* such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### **13.07 Correction Period**

A. If within one year after the date of Substantial Completion (*or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents*), any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas, or
2. correct such defective Work, or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of

loss or damage, Owner may have the defective Work

corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) ~~arising out of or relating to the extent of~~ such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed. ~~Notwithstanding the foregoing or any other provision to the contrary, in no event shall the correction period exceed three years from Substantial Completion of Contractor's Work.~~

E. Contractor's obligations under this Paragraph 13.07 are ~~exclusive and not~~ in addition to any other obligation ~~express or implied~~ or warranty. ~~The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.~~

#### 13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value

of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 Progress Payments

#### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and
- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

- a. to supervise, direct, or control the Work, or
- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02 B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

#### *C. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02 D) become due, and when due will be paid by Owner to Contractor.

#### *D. Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to

Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action. Notwithstanding the foregoing, Contractor may stop Work or terminate this Agreement without further liability to the Owner, if Owner withholds amounts in excess of 10% of the Contract Price.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

#### 14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial

Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

A. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and

when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

B. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any

such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

C. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

D. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 Final Payment

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

##### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

#### 14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

A waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

B. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein *and expressly acknowledged by Owner in writing as still unsettled*.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on

which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### B. Owner May Terminate for Cause

C. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of Engineer; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

D. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
3. complete the Work as Owner may deem expedient.

E. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such

claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

F. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

G. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

H. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### **15.02 Owner May Terminate For Convenience**

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### **15.03 Contractor May Stop Work or Terminate**

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 - DISPUTE RESOLUTION**

B. Contractor shall not be paid on account of

**16.01 Methods and Procedures**

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after

termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday

by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

1. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

1. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Document C-800  
**SUPPLEMENTARY CONDITIONS**  
To  
**EJCDC - C700**  
**Standard General Conditions of the Construction Contract (2002)**

**SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.
- B. Not Used.

**SC-5.03 Add the following new sentence to Paragraph 5.03.A:**

BHMG Engineers Inc. shall be named as an additional insured for liabilities assumed by Contractor under the indemnification provisions of this Agreement on certificates of insurance.

**SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:**

- C. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

**SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for ~~not less than~~ the following amounts or greater where required by Laws and Regulations:
  - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    - a. State of Illinois: Statutory
    - b. Applicable Federal: Statutory
    - c. Employer's Liability: \$1,500,000
  - 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor.

- |    |  |             |
|----|--|-------------|
| a. | General Aggregate  | \$2,000,000 |
| b. | Products - Completed Operations Aggregate  | \$2,000,000 |
| c. | Personal and Advertising Injury  | \$1,500,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage)  | \$1,500,000 |
| e. | Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. |             |
| f. | Excess or Umbrella Liability   |             |
|    | 1) General Aggregate   | \$5,000,000 |
|    | 2) Each Occurrence   | \$5,000,000 |
| 3. | Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:   |             |
| a. | Bodily Injury:   |             |
|    | Each person  | \$ 10,000   |
|    | Each Accident  | \$1,500,000 |
| b. | Property Damage:   |             |
|    | Each Accident  | \$1,500,000 |
| c. | Combined Single  | \$1,500,000 |

The reference to a "combined single limit" for bodily injury and property damage will normally permit the insurance broker to negotiate the most advantageous arrangement for the insureds, and either alternative should be acceptable although the coverages provided may not be identical. Other variations are available.

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. Owner or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Illinois and of cities and counties thereof the Work.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials.
  - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased for materials not incorporated into the Work.

**Other Provisions**

**1.01 Prevailing Wage Requirements**

- A. This project is subject to the requirements of the "Wages of Employees on Public works (Prevailing Wage) Act".

**1.02 Equal Employment Opportunity**

- A. The Contractor shall comply with the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

**1.03 Liquidated Damages**

- A. No liquidated damages.

## BID FORM

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**This Bid is submitted by:** Helm Electric Facility Solutions, Inc dba Helm Electric

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**Rochelle Municipal Utilities**  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068  
2200 K002

- 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.

Addendum No. \_\_\_\_\_ Addendum Date \_\_\_\_\_

*Clarifications*

*12/5/25*

- 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 material (other than steel structures and material expressly included in Construction Package Section 6) for the construction and installation of the Ritchie to Centerpoint project, all as detailed in the Construction Package.

The Contractor shall be required to furnish material and labor, use of tools, and use of their equipment as required for the construction of the project to complete the scope of work.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Base Bid Price:</b> \$ 9,850,118.37
<b>Allowance:</b> \$150,000
<b>Total Bid Price:</b> \$ 10,000,118.37

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027 and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after completion date of 05/15/2027.
- 6.02 The time for delivery shall be extended for the period of any reasonable delay due to exclusively to causes beyond the control and without the fault of the Bidder, including but not limited to acts of God, fires, strikes, and floods.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- B. List of Proposed Subcontractors, if applicable.
- C. List of Proposed Suppliers, if applicable.
- D. Non-Collusion Affidavit
- E. This Document, Completed Bid Form Document 00410
- F. Completed Bidder Qualification Form 00420
- G. Any Addenda issued by the Engineer.

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

Corporation Name: Helm Electric Facility Solutions, Inc dba Helm Electric

State of Incorporation: Illinois

Type: Electrical Contractor

(General Business, Professional, Service, Other)

By:

*[Signature]*  
(Signature – Attach evidence of authority to sign)

Name: Scott McGinn  
(typed or printed)

Title: VP

(Corporate Seal)

Attest:

C. A. B. S.

(Signature of Corporate Secretary)

Business Address:

1514 W 4th St, Sterling, IL 61081

Phone:

815-625-5949

Email Address:

smcginn@helmgroup.com

~~Or if Bidder is:~~

A Limited Liability Company (LLC)

~~LLC Name:~~

\_\_\_\_\_

~~State in which  
organized:~~

\_\_\_\_\_

~~By:~~

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

~~Name: (typed or printed)~~

\_\_\_\_\_

~~Business Address:~~

\_\_\_\_\_

~~Phone:~~

\_\_\_\_\_

~~Email:~~

\_\_\_\_\_

**BID BOND**

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

**BIDDER (Name and Address):**

Helm Electric Facility Solutions, Inc dba Helm Electric  
1514 W 4th Street  
Sterling, IL 61081

**SURETY (Name and Address of Principal Place of Business):**

Fidelity & Deposit Company of Maryland  
1299 Zurich Way  
Schaumburg, IL 60196

**OWNER (Name and Address):** **Rochelle Municipal Utilities**  
420 N. 6<sup>th</sup> Street  
Rochelle, IL 61068

**BID**

Bid Due Date: **December 18, 2025**

Project: **Ritchie to Centerpoint Installation Contract  
City of Rochelle, IL**

**BOND**

Bond Number: **N/A**

Date (Not later than Bid due date): **12/12/2025**

Penal Sum: **Five Percent of Bid**  
(Words)

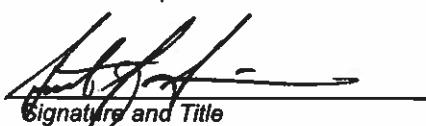
**5% of Bid**  
(Figures)

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**

Helm Electric Facility Solutions, Inc dba Helm Electric (Seal)  
Bidder's Name and Corporate Seal

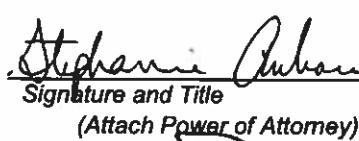
By:

  
Signature and Title  
Scott McGinn, VP



Fidelity & Deposit Company of Maryland (Seal)  
Surety's Name and Corporate Seal

By:

  
Signature and Title  
(Attach Power of Attorney)



Attest:

  
Signature and Title  
Craig Buikema, Secretary

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, and
  - 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, or
  - 3.2. All Bids are rejected by Owner, or
  - 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.

**Bond No.** **Bid Bond**  
**Obligee:** **Rochelle Municipal Utilities**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Stephanie Amborn, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of February, A.D. 2025.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*Christopher Nolan*  
By: **Christopher Nolan**  
Vice President

*Dawn E. Brown*  
By: **Dawn E. Brown**  
Secretary

**State of Maryland  
County of Baltimore**

On this 7th day of February, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Christopher Nolan, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Genevieve M. Mason*  
\_\_\_\_\_  
Genevieve M. Mason  
Notary Public  
My Commission Expire January 27, 2029



**Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 12th day of December, 2025.



*MJ Pethick*

Mary Jean Pethick  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[reportsclaims@zurichna.com](mailto:reportsclaims@zurichna.com)  
800-626-4577

Authenticity of this bond can be confirmed at [bondvalidator.zurichna.com](http://bondvalidator.zurichna.com) or 410-559-8790

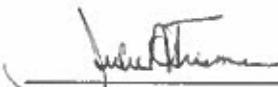
## ATTORNEY-IN-FACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF WINNEBAGO

Before me, a Notary Public, personally came Stephanie Amborn, known to me, and known to be the Attorney-in-Fact of Fidelity & Deposit Company of Maryland, which executed the attached bond as surety, who deposed and said that his signature and the corporate seal of said Fidelity & Deposit Company of Maryland were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Fidelity & Deposit Company of Maryland.

Given under my hand and seal this 12th day of December, 2025.

  
\_\_\_\_\_  
Notary Public



## 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 Whiteside

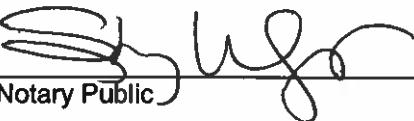
Scott McGinn, being first duly sworn, deposes and says that he is Helm Electric Facility Solutions, Inc dba Helm Charter, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine 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.

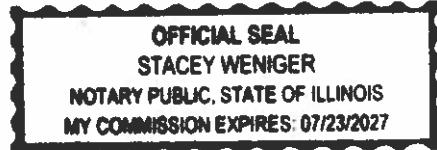
Signed: 

Title: VP

Subscribed and sworn to before me this 18th day of December 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.

## **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 Scott McGinn, whose address is 1514 W 4th St, Sterling, IL 61081, 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   |
| <input type="checkbox"/> Not-for-Profit Corporation                 |  |
| <input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only) |  |

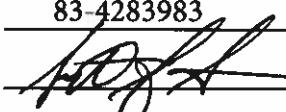
4. Bidder, if an individual, is not in default on an educational loan.

## 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>Helm Electric Facility Solutions, Inc dba Helm Electric</u>
Federal Taxpayer Identification Number:	<u>83-4283983</u> 
By:	<u>Scott McGinn, VP</u>
Title:	
By:	<u>Craig Buikema</u>
Title:	<u>Craig Buikema, Secretary</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



Helm Electric  
Sterling  
1514 W. Fourth St.  
Sterling, IL 61081  
815-625-5949

12/18/2025

PROJECT	JOB DESCRIPTION	CONTRACT AMOUNT	PROJECT DURATION
Kane County - Backbone fiber	Directional boring and installing new backup backbone fiber	\$1,300,000.00	5 Months
Muller-Pinehurst Dairy - East side	East side service reconstruction	\$750,000.00	-
RMU downtown underground	Ductbank installation for MV relocation underground	\$895,000.00	-
I39/US 20 - Harrison	IDOT Overhead fiber relocation	\$1,500,000.00	4 months
I39/US 20	IDOT fiber UG Relocation - 38,000'	\$1,500,000.00	12 month
Gem Energy - Various	MV interconnect site to utility	\$627,150.00	-
Legacy Solar - Various	MV interconnect site to utility	\$950,000.00	-
Leaf River Solar	5.9MV & POI OH MV Lines	\$1,764,840.00	6 Months
Rock Cut Solar	6.17 MW Site Ground Mount & POI OH MV Lines	\$1,881,719.00	6 Months
DKL DeKalb Data Center	Dekalb Data Center Electric	\$50,552,551.00	4 Years
Bonnell Industries Roof Mount Solar	1416.96 kW Roof Mount	\$650,000.00	5 Months
Rockford Public School	Electrical Service and Distribution Upgrades	\$6,633,215.00	2 Years
Kish Solar II	3.03 MW Site Ground Mount	\$1,278,809.00	6 Months



**Helm Electric**  
Sterling  
1514 W. Fourth St.  
Sterling, IL 61081  
815-625-5949

**Helm Electric**  
Loves Park  
6900 Rock Valley Pkwy  
Loves Park, IL 61111  
815-625-5949

12/18/2025

Helm total Base Bid	\$	9,850,118.37
Allowance	\$	150,000.00
total bid price	\$	<b>10,000,118.37</b>

<b>Subcontractor - Scope</b>	<b>Subcontract value</b>
Drilled pier foundations - Undecided	\$ 2,800,000.00
Crane setting steel structures	\$ 75,000.00

Subcontracted value	\$ <b>2,875,000.00</b>	29.19%
Helm Self Perform	\$ <b>6,975,118.37</b>	70.81%

#### **Suppliers List**

UUSCO	BOM Materials
Wesco	BOM Materials
Viking Mat company	Matting
Macklin Incorporated	Aggregates
Rogers Ready mix	Concrete

APPENDIX 1 RITCHIE TO CENTERPOINT - 34.5KV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS						
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)	
<b>SECTION A - MOBILIZATION/DEMOLIBILIZATION</b>						
100	Mobilization	1	LS	\$ 576,550.00	\$ 576,550.00	
101	Demobilization	1	LS	\$ 295,836.00	\$ 295,836.00	
<b>SECTION B - RIGHT-OF-WAY</b>						
200	Right-of-Way restoration	1	LS	\$ 245,348.98	\$ 245,348.98	
<b>SECTION C - LAYDOWN YARD &amp; MATTING</b>						
300	Timber Matting	-	SF	\$ 326,483.26		
<b>SECTION D - STRUCTURE GROUNDING</b>						
400	Install ground rod assembly	128	EA	\$ 266.89	\$ 34,161.92	
401	Ground resistance testing and reports	1	LS	\$ 31,425.33	\$ 31,425.33	
<b>SECTION E - STRUCTURE MATERIAL ASSEMBLIES</b>						
500	Install: OPGW deadend assembly	14	EA	\$ 246.53	\$ 3,451.42	
501	Install: OPGW suspension assembly	39	EA	\$ 462.24	\$ 18,027.36	
502	Install: OHGW deadend assembly	4	EA	\$ 924.49	\$ 3,697.96	
503	Install: Conductor compression deadend assembly, polymer	75	EA	\$ 1,479.18	\$ 110,938.50	
504	Install: Conductor BLP suspension assembly, polymer	111	EA	\$ 616.33	\$ 68,412.63	
505	Install: Conductor I-string suspension assembly, polymer	6	EA	\$ 1,232.65	\$ 7,395.90	
506	Install: Conductor jumper post assembly, polymer	3	EA	\$ 1,232.65	\$ 3,697.95	
507	Install: OPGW splice box assembly	11	EA	\$ 7,001.45	\$ 77,015.95	
508	Install: 34.5kV Riser	9	EA	\$ 9,335.27	\$ 84,017.43	
509	Install: 34.5kV Switch	1	EA	\$ 7,001.45	\$ 7,001.45	
<b>SECTION F - STRUCTURES</b>						
600	Framing: 34.5kV, steel, 1-pole, Alternating Braced Post Tangent, TBP-69G-STA (DWG. No. 2200-TBP-69G-STA)	16	EA	\$ 1,848.98	\$ 29,583.68	
601	Framing: 34.5kV, steel, 1-pole, Vertical Braced Post Tangent, TBP-69G8-STA (DWG. No. 2200-TBP-69G8-STA)	18	EA	\$ 1,848.98	\$ 33,281.64	
602	Framing: 34.5kV, steel, 1-pole, Vertical Braced Post Tangent On Drilled Pier W/ Davit Arms, TBP-69G8-ENG-DDA (DWG. No. 2200-TBP-69G8-ENG-DDA)	3	EA	\$ 2,465.30	\$ 7,395.90	
603	Framing: 34.5kV, steel, 1-pole, In-line Deadend On Arms W/ 34.5kv Termination, TS-RISER-STA (DWG. No. 2200-TS-RISER-STA)	2	EA	\$ 7,395.90	\$ 14,791.80	
604	Framing: 34.5kV, steel, 1-pole, Vertical Switch, TM-3V-VERT-STA (DWG. No. 2200-TM-3V-VERT-STA)	1	EA	\$ 7,395.90	\$ 7,395.90	
605	Framing: 34.5kV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-ENG (DWG. No. 2200-TS-4G-ENG)	1	EA	\$ 2,465.30	\$ 2,465.30	
606	Framing: 34.5kV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-1-MOD-ENG (DWG. No. 2200-TS-4G-1-MOD-ENG)	1	EA	\$ 2,465.30	\$ 2,465.30	
607	Framing: 34.5kV, steel, 1-pole, In-line Deadend On Drilled Pier W/ 34.5kv Termination, TS-69DE-UG-ENG (DWG. No. 2200-TS-69DE-UG-ENG)	7	EA	\$ 3,697.95	\$ 25,885.65	
608	Framing: 34.5kV, steel, 1-pole, Corner Deadend On Drilled Pier, TS-5G-ENG (DWG. No. 2200-TS-5G-ENG)	3	EA	\$ 7,395.90	\$ 22,187.70	
609	Framing: 34.5kV, steel, 1-pole, Large Angle Deadend On Drilled Pier, TS-5GA-ENG (DWG. No. 2200-TS-5GA-ENG)	1	EA	\$ 1,848.98	\$ 1,848.98	
610	Framing: 34.5kV, steel, 1-pole, 3-Way Deadend On Drilled Pier, TS-5GG-MOD-ENG (DWG. No. 2200-TS-5GG-MOD-ENG)	2	EA	\$ 3,697.95	\$ 7,395.90	
611	Install: Steel pole, direct embed, < 5,000 lbs	34	EA	\$ 2,998.63	\$ 101,953.42	
612	Install: Steel pole, direct embed, 5,001 lbs - 10,000 lbs	3	EA	\$ 5,297.95	\$ 15,893.85	
613	Install: Steel pole, drilled pier, 5,001 lbs - 25,000 lbs	18	EA	\$ 4,772.95	\$ 85,913.10	
<b>SECTION G - DISTRIBUTION MATERIAL ASSEMBLIES</b>						
700	Install: C1-3 FB-Mod tangent crossarm assembly, fiberglass arm	1	EA	\$ 3,500.73	\$ 3,500.73	
703	Install: C9-3 FB tangent crossarm assembly, fiberglass arm	63	EA	\$ 1,400.29	\$ 88,218.27	
702	Install: C7A DA three phase deadend assembly, davit arm	6	EA	\$ 2,333.82	\$ 14,002.92	
703	Install: C7A FB three phase deadend assembly, fiberglass arm	4	EA	\$ 2,333.82	\$ 9,335.28	
704	Install: C8-1 FB three phase double deadend assembly, fiberglass arm	2	EA	\$ 2,333.82	\$ 4,667.64	
705	Install: C8-1 DA three phase double deadend assembly, davit arm	11	EA	\$ 2,333.82	\$ 25,672.02	
706	Install: C8-3 FB three phase double deadend assembly, fiberglass arm	1	EA	\$ 2,333.82	\$ 2,333.82	
707	Install: C6.91G three phase corner double deadend assembly, fiberglass arm	2	EA	\$ 7,001.45	\$ 14,002.90	
708	Install: C6.91G-MOD three phase corner double deadend assembly w/ neutral on arm, fiberglass arm	1	EA	\$ 10,608.26	\$ 10,608.26	
709	Install: A5 single phase deadend assembly	2	EA	\$ 1,400.29	\$ 2,800.58	
710	Install: A7 FB single phase deadend assembly, fiberglass arm	2	EA	\$ 1,750.36	\$ 3,500.72	
711	Install: ADSS tangent assembly	98	EA	\$ 583.45	\$ 57,178.10	
712	Install: ADSS deadend assembly	19	EA	\$ 1,166.91	\$ 21,171.29	
713	Install: Secondary tangent assembly	4	EA	\$ 437.59	\$ 1,750.36	
714	Install: Secondary deadend assembly	9	EA	\$ 875.18	\$ 7,876.62	
715	Install: Guy wire assembly	28	EA	\$ 500.10	\$ 14,002.80	
716	Install: Guy anchor assembly	28	EA	\$ 500.10	\$ 14,002.80	
717	Install: UCS-1R three phase cable deadend terminal pole with disconnect switch	4	EA	\$ 3,500.73	\$ 14,002.92	
718	Install: UCS-1R(A) three phase cable tangent terminal pole with disconnect switch	2	EA	\$ 9,335.27	\$ 18,670.54	
<b>SECTION H - DISTRIBUTION STRUCTURES</b>						
800	Framing: 13.8kV, wood, 1-pole, single phase deadend	2	EA	\$ 1,750.36	\$ 3,500.72	
801	Framing: 13.8kV, wood, 1-pole, double deadend structure	1	EA	\$ 9,335.27	\$ 9,335.27	
802	Framing: 13.8kV, wood, 1-pole, corner deadend structure	2	EA	\$ 9,335.27	\$ 18,670.54	
803	Framing: 13.8kV, wood, 1-pole, tangent structure	26	EA	\$ 1,750.36	\$ 45,509.36	
804	Framing: 13.8kV, wood, 1-pole, double circuit tangent structure	6	EA	\$ 2,333.82	\$ 14,002.92	
805	Framing: 13.8kV, wood, 1-pole, double deadend with single phase tap structure	1	EA	\$ 7,001.45	\$ 7,001.45	
806	Framing: 13.8kV, steel, 1-pole, deadend riser structure	4	EA	\$ 9,335.27	\$ 37,341.08	
807	Framing: 13.8kV, steel, 1-pole, deadend riser structure with three phase tap	1	EA	\$ 9,335.27	\$ 9,335.27	
808	Framing: 13.8kV, steel, 1-pole, tangent riser structure	2	EA	\$ 9,335.27	\$ 18,670.54	
809	Install: Wood pole, direct embed, < 5,000 lbs	45	EA	\$ 875.00	\$ 39,375.00	
<b>SECTION I - FOUNDATIONS</b>						
900	Excavation/drilling for foundations, 2.0 ft boring diameter	1.96	CU YD	\$ 3,611.17	\$ 7,077.89	
901	Excavation/drilling for foundations, 2.5 ft boring diameter	49.59	CU YD	\$ 1,677.09	\$ 83,166.89	
902	Excavation/drilling for foundations, 3.0 ft boring diameter	-	CU YD	\$ 1,455.50		
903	Excavation/drilling for foundations, 3.5 ft boring diameter	28.84	CU YD	\$ 1,166.34	\$ 33,637.25	
904	Excavation/drilling for foundations, 4.0 ft boring diameter	77.80	CU YD	\$ 1,395.69	\$ 108,584.68	

905	Excavation/drilling for foundations, 4.5 ft boring diameter	123.43	CU YD	\$ 1,391.83	\$ 171,793.58
906	Excavation/drilling for foundations, 5.0 ft boring diameter	-	CU YD	\$ 1,250.00	
907	Excavation/drilling for foundations, 5.5 ft boring diameter	-	CU YD	\$ 1,100.00	
908	Excavation/drilling for foundations, 6.0 ft boring diameter	183.26	CU YD	\$ 884.00	\$ 162,001.46
909	Excavation/drilling for foundations, 6.5 ft boring diameter	-	CU YD	\$ 880.00	
910	Excavation/drilling for foundations, 7.0 ft boring diameter	-	CU YD	\$ 760.00	
911	Excavation/drilling for foundations, 8.0 ft boring diameter	968.08	CU YD	\$ 561.39	\$ 543,468.16
912	Rock adder for excavation/drilling foundations	159.5	CU YD	\$ 1,355.41	\$ 216,187.90
913	Crushed rock backfill	241.18	CU YD	\$ 369.35	\$ 89,079.83
914	Concrete backfill	1250.65	CU YD	\$ 473.96	\$ 592,758.07
915	Install anchor cage for drilled pier	18	EA	\$ 15,777.92	\$ 284,002.56
916	Reinforcing steel, longitudinal bars, #11 bars	84,811	LBS	\$ 1.86	\$ 157,749.02
917	Reinforcing steel, longitudinal bars, #14 bars	21,206	LBS	\$ 1.90	\$ 40,291.02
918	Reinforcing steel, shear ties, #5 bars	43,947	LBS	\$ 1.86	\$ 81,741.75
919	Install longitudinal bars	420	EA	\$ 569.52	\$ 239,198.40
920	Install shear ties	981	EA	\$ 36.07	\$ 35,384.67
<b>SECTION J - CONDUCTOR, OPGW, CABLE, AND CONDUIT</b>					
1000	Install: Conductor, T-2 397.5 kcmil "IBIS" ACSR, 3 phases	4.16	MI	\$ 73,959.00	\$ 307,669.44
1001	Install: OPGW, DNO-13429, 1 wire	4.15	MI	\$ 14,803.63	\$ 61,435.06
1002	Install: Conductor, 336.4 kcmil 18/1 "MERLIN" ACSR, 3 phases	2.84	MI	\$ 73,959.00	\$ 210,043.56
1003	Install: Neutral, 1/0 AWG 6/1 "RAVEN" ACSR, 1 wire	2.84	MI	\$ 12,975.26	\$ 36,849.74
1004	Install: Shield Wire, 7#9 Alumoweld, 1 wire	93.00	FT	\$ 73.96	\$ 6,878.28
1005	Install: Conductor, 1272 kcmil 45/7 "BITTERN" ACSR, 3 phases	330.00	FT	\$ 21.13	\$ 5,972.90
1006	OPGW fiber testing	1	LS	\$ 32,535.04	\$ 32,535.04
1007	OPGW fiber splicing	11	EA	\$ 4,067.00	\$ 44,737.00
1008	Install: 96ct. UG Fiber, All Dielectric, Polyethylene Jacket	9107	FT	\$ 7.00	\$ 63,749.00
1009	Install: Conductor, 35KV, 500 CU, 1/C, STR, 100% insulation, EPR Jacket, CN	56544	FT	\$ 6.04	\$ 341,525.76
1010	Install: Conductor, 15KV, 1/C 750CU, 220mils, (5.59mm), 133% insulation level	5040	FT	\$ 11.61	\$ 58,144.40
1011	Install: 6" HDPE Conduit, Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	3527	FT	\$ 60.75	\$ 214,265.25
1012	Install: 3" HDPE Conduit, Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	678	FT	\$ 22.00	\$ 14,916.00
1013	Install: 3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	6784	FT	\$ 10.00	\$ 67,840.00
1014	Install: 6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	22820	FT	\$ 16.96	\$ 387,027.20
1015	Install: 1x1 Concrete encased duct bank per UA.1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Bellied End, 20' Stick	5.00	EA	\$ 1,525.16	\$ 7,630.80
1015	Install: 1x1 Concrete encased duct bank per UA.1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Bellied End, 20' Stick	7.00	EA	\$ 1,526.16	\$ 10,683.12
<b>SECTION K - MATERIAL TRANSFERS AND CONNECTIONS</b>					
1100	Transfer: Existing Street Light	2	EA	\$ 1,750.00	\$ 3,500.00
1101	Transfer: Existing Transformer	1	EA	\$ 3,501.00	\$ 3,501.00
1102	Transfer: Existing wire connections	17	STR	\$ 1,166.91	\$ 19,837.47
1105	Transfer: ADSS, 1 wire	4.15	MI	\$ 20,004.15	\$ 83,017.22
1106	Transfer: Secondary, Duplex/Triplex	0.17	MI	\$ 107,714.65	\$ 18,311.49
1107	Transfer: Underground Riser	5	EA	\$ 7,001.45	\$ 35,007.25
<b>SECTION L - REMOVAL</b>					
1200	Wood, 1-pole, complete removal	75	EA	\$ 1,167.00	\$ 87,525.00
1201	Wood, 1-pole, top and leave existing underbuild	-	EA	\$ 7,001.00	
1202	Wire, any size, 1 wire	2.84	MI	\$ 21,216.52	\$ 60,254.92
1203	Wire, any size, 3 wires	2.84	MI	\$ 27,611.36	\$ 78,416.26
1204	Dispose of removed material	1	LS	\$ 65,950.00	\$ 65,950.00
1205	Return removed and unused equipment to Rochelle Municipal Utilities	1	LS	\$ 28,005.81	\$ 28,005.81
<b>SECTION M - MATERIAL PROCUREMENT</b>					
1300	Material Procurement	1	LS	\$ 1,754,462.76	\$ 1,754,462.76
<b>SECTION N - UNDERGROUND ASSEMBLIES</b>					
1400	UC5-1R - 15KV UG 3-PHASE RISER W/ CONCRETE ENCASED GALVANIZED RIGID CONDUIT W/ TERMINATIONS	5	EA	\$ 2,800.58	\$ 14,002.90
1401	UG-FR-1 - FIBER RISER TO SPLICING CAN ON 35KV TERMINAL POLE	7	EA	\$ 2,800.58	\$ 19,604.06
1402	UG-RD-1 - 35KV PRIMARY DOUBLE RISER W/ TERMINATIONS	7	EA	\$ 2,801.00	\$ 19,607.00
1403	UA.1 - 1X1 6" DUCT BANK	5	EA	\$ 1,400.00	\$ 7,000.00
1404	UA.4E - 2X2 CONDUIT ENTRANCE DETAIL	11	EA	\$ 3,597.19	\$ 39,569.09
1405	UE.3 - 6'X14'X7' MANHOLE	1	EA	\$ 38,425.51	\$ 38,425.51
1406	UE.2 - 4'X10'X6' MANHOLE	5	EA	\$ 29,087.00	\$ 145,435.00
1407	US-7L - 7' TALL MANHOLE RACKING ASSEMBLY (LONG WALL)	6	EA	\$ 875.18	\$ 5,251.08
1408	US-7S - 7' TALL MANHOLE RACKING ASSEMBLY (SHORT WALL)	12	EA	\$ 875.18	\$ 10,502.16
1409	UM.W2 - 2X2 90 DEGREE WINGWALL	2	EA	\$ 1,750.36	\$ 3,500.72
1410	UT-SSC - UNDERGROUND CABLE SPLICING STRAIGHT JOINT 35KV 1/C 500 CU CABLE	60	EA	\$ 1,400.29	\$ 84,017.40
1411	UH4-T - TORPEDO MANHOLE GROUNDING ASSEMBLY	6	EA	\$ 1,761.00	\$ 10,566.00
1412	US.1 - PRIMARY DEADFRONT SWITCHGEAR PME-11 15KV	1	EA	\$ 14,003.00	\$ 14,003.00
1413	UM6.0B - 15KV DEADBREAK ELBOWS 900A	9	EA	\$ 1,400.29	\$ 12,602.61
1414	UM6.C2 - 200A INSULATED PROTECTIVE CAP	3	EA	\$ 583.45	\$ 1,750.35
1415	UH1.4 - SWITCHFUSE GROUNDING ASSEMBLY	1	EA	\$ 700.00	\$ 700.00
1416	UA.1B - 1X1 3" DUCT BANK	7	EA	\$ 1,417.00	\$ 9,919.00

Line Construction Cost: \$

9,850,118.37



Helm Electric Facility Solutions

1514 W. Fourth Street  
Sterling, IL 61081  
(815) 625-5949

6900 Rock Valley Parkway  
Loves Park, IL 61111  
(815) 518-6395

To Whom It May Concern:

It is our understanding that certain financial information has been requested about Helm Electric Facility Solutions, Inc. as part of the bid package / prequalification information we are preparing for your organization. Helm Electrical Facility Solutions, Inc. is a wholly owned subsidiary of Helm Group, Inc. and represents approximately 10% of the revenue of Helm Group, Inc.

An audited consolidated financial statement is prepared for the Helm Group and subsidiaries after each calendar year end. A separate audited financial statement is not prepared for Helm Electric Facility Solutions, Inc. as a stand alone entity. Below are some financial highlights for the past few years.

Helm Electric Facility Solutions, Inc. (alone):

2022 Revenue	\$31,858,541
2023 Revenue	\$64,333,899
2024 Revenue	\$59,096,183

Helm Group, Inc. (total consolidated, all subsidiaries):

2022 Revenue	\$527,756,186
2023 Revenue	\$639,066,893
2024 Revenue	\$682,988,098

Helm Group, Inc. (total consolidated, all subsidiaries):

As of December 31, 2024:

Total assets	\$322,163,460
Total current assets	\$255,359,562
Total liabilities	\$205,359,135
Total current liabilities	\$186,319,309
Total equity	\$116,804,325
Available line of credit with bank	\$ 60,000,000

Specific financial questions and reference requests can be directed to Craig Buikema, CFO, at 815-297-8690.

Thank you,

HELM ELECTRIC FACILITY SOLUTIONS, INC.



*International Brotherhood of Electrical Workers  
Local Union 196*

13300 IL RT 47  
Huntley IL 60142

Derek Luetgert  
Business Manager/ Financial Secretary

ibew196.com

August 26, 2025

To Whom It May Concern:

You may use this letter as verification that Helm Electric is signatory with IBEW Local 196 and contributes to the American Line Builder Joint Apprenticeship and Training Committee and their active account is current.

Our Apprentice Program has successfully trained and graduated apprentices providing safe, efficient, and hard-working employees for signatory contractors. Listed below are the number of graduates of its program during the years 2020 through 2024 in our jurisdiction.

- 2020-24
- 2021-23
- 2022-14
- 2023-20
- 2024-12

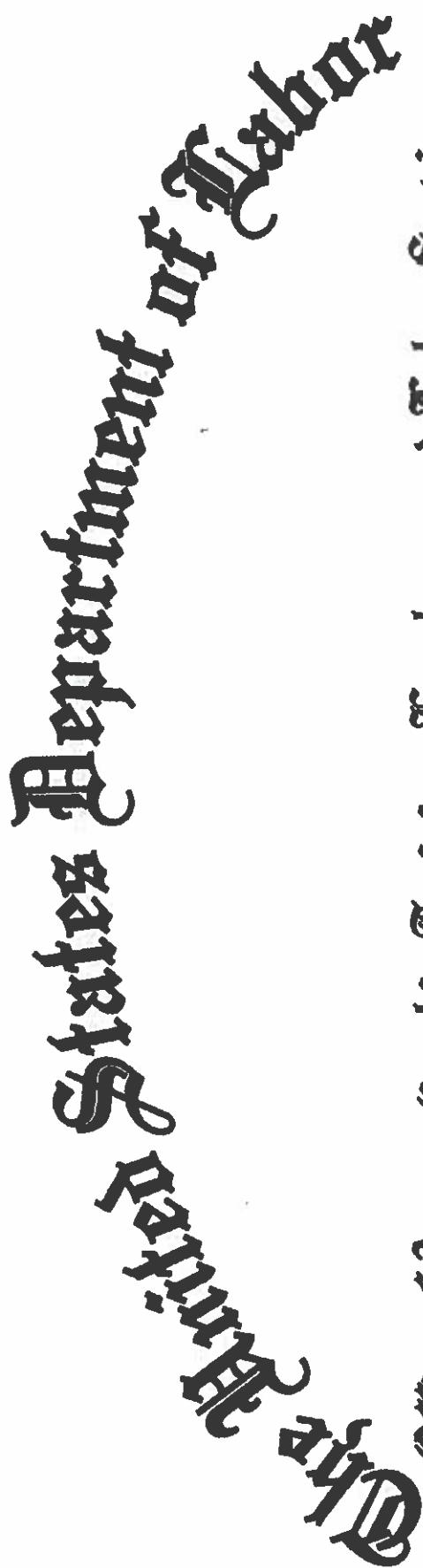
Feel free to reach out with any questions or concerns.

Fraternally,

A handwritten signature in black ink that appears to read "Derek Luetgert".

Derek Luetgert, Business Manager

DL/JM



Office of Apprenticeship Training, Employer and Labor Services  
Bureau of Apprenticeship and Training

Certificate of Registration

Northern Illinois Electrical J.A.T.C.  
Rockford, Illinois

For the Trade of Electrician

Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor



August 9, 1946

Date REVISED February 12, 2004

11004460001

Registration No.

*D. J. Chas*

Secretary of Labor

*Donald J. Stroger*

Administrator, Apprenticeship Training, Employer and Labor Services



## Legacy Solar & Electric

April 24th 2025

To whom it may concern,

I am writing to offer my full recommendation of Helm Electric for any medium voltage electrical work or related contracting services. As Chief Operating Officer of Legacy Solar & Electric, I've had the opportunity to work closely with Helm Electric on several utility-scale and commercial projects, and their performance has consistently exceeded our expectations.

From day one, Helm has demonstrated an exceptional level of responsiveness and professionalism. Their team is always accessible, and when time-sensitive questions or challenges arise, they deliver clear, accurate answers with urgency. That kind of communication is critical in our industry, and Helm has become a trusted resource because of it. Their attention to detail is reflected in every stage of their work—from planning and mobilization to execution and closeout. Helm consistently meets and often surpasses project specifications, and their work is always completed with a high level of craftsmanship.

Equally important is their commitment to safety. Their crews follow proper procedures and proactively engage in practices that ensure a safe jobsite for everyone involved. Beyond their technical expertise, Helm Electric approaches every project with a collaborative attitude. They are problem-solvers, not just contractors, and their willingness to go above and beyond has been invaluable to our success on critical deadlines and complex scopes of work. I have full confidence in their ability to deliver exceptional results, and I would not hesitate to recommend them to others in the industry.

Helm Electric is the type of contractor that elevates the standard of the teams they work with.

Mark Miller-Chief Operating Officer ELEC-0191  
IBEW 34 Member #7897840

Legacy Solar LLC.  
Office #(309) 231-3138  
Cell # (309) 222-7831  
Email: [mark@legacysolarpower.com](mailto:mark@legacysolarpower.com)

Legacy Solar, LLC  
301 S. quincy st  
Towanda, IL 61776

p: (309)231-3138  
[legacysolarpower.com](http://legacysolarpower.com)

To Whom it May concern,

I am writing to offer my recommendation For Helm Electrics Overhead Line crews. Over the past year they have done several overhead and underground installations on our projects in Illinois. Their skill and knowledge on clearance on the different voltages. And Their Professionalism, Safety awareness and PPE is at the highest level.

Throughout our professional relationship they constantly impressed me with their remarkable proficiency on projects. Where their skill played a crucial role in the positive outcome of the projects we have done together.

I wholeheartedly endorse Helm Electric for any opportunity and believe they would be a valuable partner to any organization. Please do not hesitate to reach out to me with any further information.

Sincerely,

Rick Harris  
Solar Electrical Manager | GEM INC

D: 419.725.3014  
M: 419.467.3007  
[Rick.Harris@rlgbUILDS.com](mailto:Rick.Harris@rlgbUILDS.com)  
6842 Commodore Drive, Walbridge, OH 43465  
Learn more at [RLGBUILDS.com](http://RLGBUILDS.com)





**CHS**

1900 Steward Road  
Rochelle, IL 61068

Creating connections  
empower agriculture

To whom it may concern,

Helm Electric has completed numerous projects for CHS in the past, consistently performing all tasks in a professional manner. Their crews have demonstrated a strong understanding of the medium voltage systems installed throughout our site. Helm Electric's employees maintain an organized work environment and carry out projects safely, efficiently, and professionally.

Work performed at our facility includes the installation and maintenance of 13.8KV infrastructure around the plant. They also provide preventative maintenance, termination repairs, and rework on various sections of the line.

Thanks,

**Trevor Kahl**  
Maintenance Coordinator  
CHS Rochelle  
Renewable Fuels  
[Trevor.Kahl@chsinc.com](mailto:Trevor.Kahl@chsinc.com)

D: 815-561-3550 | C: 815-751-4497  
1900 Steward Rd, Rochelle, IL 61068



## FIELD SERVICES, ENGINEERING, & CONSULTATION

- Electrical System Analysis
- Electrical System Troubleshooting & Repair
- Facility Shutdown Services
- Switchgear Testing & Maintenance
- Low/Medium/High Voltage Breaker Testing
- Transformer Testing, Maintenance & Repair
- Battery Bank Testing
- Power Quality & Harmonic Testing
- Infrared Thermography
- Ultrasonic Testing
- Voltage Testing
- Current Testing

## CONSTRUCTION SERVICES

- Design Build Construction
- Low/Medium/High Voltage Installations
- Voice/Data/Communication Installations
- Fiber Optic Installation
- Value Engineering Services
- Process Equipment Installation
- Medical Equipment Installation
- Pre-Project Planning & Budgeting
- Co-Generation Installations
- Temperature Control
- Security
- CCTV
- Phone Systems
- Fire Alarm
- Nurse Call
- Building Automation

## MARKETS SERVED

- |                  |                    |
|------------------|--------------------|
| • Healthcare     | • Industrial       |
| • Nuclear        | • Commercial       |
| • Retail         | • Food Service     |
| • Educational    | • New Construction |
| • Institutional  | • Data Centers     |
| • Quarries       | • Landfills        |
| • Municipalities | • Roadway Electric |
| • Wastewater     | • Solar Fields     |
| Treatment Plants | • Traffic Signals  |

- Impedance Testing
- Insulation Resistance Testing
- Transfer Switch Testing
- Insulating Fluid Sampling & Testing
- Fiber Optic Testing
- Fusion Splicing
- Data/Com Cable Testing
- Ground Resistance Testing
- Arc Flash Hazard Analysis Studies
- Lighting Analysis Services
- New Installations
- Retrofits & Renovations
- Arc Flash Hazard Analysis
- Short Circuit Studies
- Harmonic Studies
- Balance Studies
- Lighting Efficiency Studies
- Power Factor Analysis
- Value Engineering Services
- Design Build Construction
- Pre-Project Planning & Budgeting
- Project Management
- Maintenance Program Planning & Development
- NEC Compliance Audits

## ADDITIONAL SERVICES

- Extended Warranty Service
- Electrical Maintenance Services
- Bucket Truck Service
- 24-Hour Emergency Service

**1-800-747-1955**

**A 24-HOUR FULL  
SERVICE CONTRACTOR**

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



December 18, 2025

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

Re: Ritchie to Centerpoint  
Michels Power, Inc. Bid 25-1532

Michels Power, Inc. (Michels) is pleased to offer a proposal, based on the provided bid documents, for the Ritchie to Centerpoint project. The following are clarifications to our proposal:

1. Material and equipment provided by City of Rochelle shall be available at the start of construction or per the agreed upon schedule. Any delays in the delivery of client provided material and equipment will affect the overall project schedule and cost.
2. All permits, including environmental permits, shall be provided by City of Rochelle unless otherwise indicated in Michels' proposal. Once specific environmental permits are available, we have the right to review/analyze such permits and negotiate any conditions that were not addressed in the bid documents. Our proposal assumes that environmental permits will not have limitations to the time of year clearing or construction can be conducted.
3. We reserve the right to review any new or modified documents and adjust our scope of work, pricing and schedule to reflect those documents.
4. Michels shall have no liability nor responsibility for any hazardous or contaminated materials, including that which exists in, on, under, adjacent to or about the job site.
5. Michels shall have no liability nor remediation obligations for the following:
  - a. Crop damage or compaction within the right-of-way
6. Construction survey staking and project survey layout shall be completed by others and is not part of this proposal.
7. Upon award, we reserve the right to self-perform or change subcontractors for scopes identified as subcontracted at time of proposal.
8. Existing utility mitigations are excluded.
9. Utility Dynamics Corporation as the required underground contractor and all underground work, excludes railroad protective Insurance and railroad flagging. To be provided as needed at cost plus 10%.
10. Michels Power reserves the right to alter the cost or schedule based on the long lead time items notably 15kV 1/C 750 CU and 35kV 500 CU 1/C.
11. Michels Power and Utility Dynamics assumes all permits are provided by others.

WE DO THAT  
...  
& MORE

1775 East Shady Lane, Neenah, WI 54956  
920.720.5200 | [www.michels.us](http://www.michels.us)  
AA/EOE/M/W/Vet/Disability



12. Michels has not provided a unit price for zero quantity foundation items. It can do so upon request.
13. Michels assumes that wet setting anchor bolt cages is admissible. If it is not, additional cost may apply.
14. This proposal assumes that the matting per square foot price provided will be invoiced for actual units installed for all matting required to allow wheeled equipment operating under its own power to access the work locations.
  - o This proposal does not include the use of track equipment and would be considered a change in scope if required.
15. Due to the uncertainty of commodities, we reserve the right to adjust our price should the project not be awarded within 30 days.
16. Michels will complete a minimum of 30% of the overall project with own workers, a list of potential subcontractors has been provided.
17. Michels Power is a union contractor signatory to the International Brotherhood of Electrical Workers (IBEW) labor agreements. As such, our field personnel enter a JATC program that is approved by the Department of Labor. The Apprentices are entered in to the program through their local IBEW training programs. Certifications of project personnel can be provided upon request after award of contract.
18. Michels thoroughly vets and prequalifies its subcontractors prior to executing any subcontracts or professional services agreements. The subcontractors complete a qualification questionnaire that gathers a wide variety of information including general contact information, company status, safety statistics, insurance information, data demonstrating financial stability, description of equipment fleet, applicable work license numbers, description of quality assurance processes, and trade references. Once subcontractors are onsite Michels Management conducts regular audits of the Subcontractor's work. Any deficiencies are documented and addressed with Subcontractor Management.
19. This proposal dated December 18, 2025 is valid for 30 days and shall be fully incorporated by reference into the final agreement between City of Rochelle and Michels Power, Inc. for the work described herein.

Michels Power, Inc. has the experience and resources to complete the Ritchie to Centerpoint project, and we look forward to working with City of Rochelle. Please feel free to call Andy Boettcher 920-720-5200 ext. 1335, [powerbids@michels.us](mailto:powerbids@michels.us) if you have any questions regarding these clarifications.

Sincerely,

MICHELS POWER, INC.

A blue ink signature of the name "Chris Galm".

Chris Galm, President

WE DO THAT

...  
...

& MORE

1775 East Shady Lane, Neenah, WI 54956

920.720.5200 | [www.michels.us](http://www.michels.us)

AA/EOE/M/W/Vet/Disability

**Total Line Construction Cost**

Total Cost: \$ 11,740,929.51

Construction Allowances (10% of Total Cost): \$ 150,000.00

Grand Total: \$ 11,890,929.51

APPENDIX 1 RITCHIE TO CENTERPOINT - 34.5KV - TRANSMISSION LINE, DISTRIBUTION LINE, AND UNDERGROUND CONSTRUCTION BID UNITS						
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE (\$)	TOTAL (\$)	
<b>SECTION A - MOBILIZATION/DEMOBILIZATION</b>						
100	Mobilization	1	LS	\$ 74,626.72	\$ 74,626.72	
101	Demobilization	1	LS	\$ 45,711.52	\$ 45,711.52	
<b>SECTION B - RIGHT-OF-WAY</b>						
200	Right-of-Way restoration	1	LS	\$ 164,997.36	\$ 164,997.36	
<b>SECTION C - LAYDOWN YARD &amp; MATTING</b>						
300	Timber Matting	-	SF	\$ 3.17	-	
<b>SECTION D - STRUCTURE GROUNDING</b>						
400	Install ground rod assembly	128	EA	\$ 305.75	\$ 39,136.00	
401	Ground resistance testing and reports	1	LS	\$ 9,172.48	\$ 9,172.48	
<b>SECTION E - STRUCTURE MATERIAL ASSEMBLIES</b>						
500	Install: OPGW deadend assembly	14	EA	\$ 764.38	\$ 10,701.32	
501	Install: OPGW suspension assembly	39	EA	\$ 764.38	\$ 29,810.82	
502	Install: OHGW deadend assembly	4	EA	\$ 764.38	\$ 3,057.52	
503	Install: Conductor compression deadend assembly, polymer	75	EA	\$ 382.18	\$ 28,663.50	
504	Install: Conductor BLP suspension assembly, polymer	111	EA	\$ 764.38	\$ 84,846.18	
505	Install: Conductor I-string suspension assembly, polymer	6	EA	\$ 764.38	\$ 4,586.28	
506	Install: Conductor jumper post assembly, polymer	3	EA	\$ 382.18	\$ 1,146.54	
507	Install: OPGW splice box assembly	11	EA	\$ 764.38	\$ 8,408.18	
508	Install: 34.5kV Riser	9	EA	\$ 1,528.74	\$ 13,758.66	
509	Install: 34.5kV Switch	1	EA	\$ 1,528.74	\$ 1,528.74	
<b>SECTION F - STRUCTURES</b>						
600	Framing: 34.5kV, steel, 1-pole, Alternating Braced Post Tangent, TBP-69G-STL (DWG. No. 2200-TBP-69G-STL)	16	EA	\$ 3,057.50	\$ 48,920.00	
601	Framing: 34.5kV, steel, 1-pole, Vertical Braced Post Tangent, TBP-69GB-STL (DWG. No. 2200-TBP-69GB-STL)	18	EA	\$ 3,057.50	\$ 55,035.00	
602	Framing: 34.5kV, steel, 1-pole, Vertical Braced Post Tangent On Drilled Pier W/ Davit Arms, TBP-69GB-ENG-DDA (DWG. No. 2200-TBP-69GB-ENG-DDA)	3	EA	\$ 3,821.86	\$ 11,465.58	
603	Framing: 34.5kV, steel, 1-pole, In-line Deadend On Arms W/ 34.5kv Termination, TS-RISER-STL (DWG. No. 2200-TS-RISER-STL)	2	EA	\$ 4,586.24	\$ 9,172.48	
604	Framing: 34.5kV, steel, 1-pole, Vertical Switch, TM-3V-VERT-STL (DWG. No. 2200-TM-3V-VERT-STL)	1	EA	\$ 7,643.74	\$ 7,643.74	
605	Framing: 34.5kV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-ENG (DWG. No. 2200-TS-4G-ENG)	1	EA	\$ 4,586.24	\$ 4,586.24	
606	Framing: 34.5kV, steel, 1-pole, I-string Running Angle On Drilled Pier, TS-4G-1-MOD-ENG (DWG. No. 2200-TS-4G-1-MOD-ENG)	1	EA	\$ 4,586.24	\$ 4,586.24	
607	Framing: 34.5kV, steel, 1-pole, In-line Deadend On Drilled Pier W/ 34.5kv Termination, TS-69DE-UG-ENG (DWG. No. 2200-TS-69DE-UG-ENG)	7	EA	\$ 6,114.98	\$ 42,804.86	
608	Framing: 34.5kV, steel, 1-pole, Corner Deadend On Drilled Pier, TS-5G-ENG (DWG. No. 2200-TS-5G-ENG)	3	EA	\$ 6,114.98	\$ 18,344.94	
609	Framing: 34.5kV, steel, 1-pole, Large Angle Deadend On Drilled Pier, TS-5GA-ENG (DWG. No. 2200-TS-5GA-ENG)	1	EA	\$ 4,586.24	\$ 4,586.24	
610	Framing: 34.5kV, steel, 1-pole, 3-Way Deadend On Drilled Pier, TS-5GG-MOD-ENG (DWG. No. 2200-TS-5GG-MOD-ENG)	2	EA	\$ 7,643.74	\$ 15,287.48	
611	Install: Steel pole, direct embed, < 5,000 lbs	34	EA	\$ 16,202.84	\$ 550,896.56	
612	Install: Steel pole, direct embed, 5,001 lbs - 10,000 lbs	3	EA	\$ 7,643.74	\$ 22,931.22	
613	Install: Steel pole, drilled pier, 5,001 lbs - 25,000 lbs	17	EA	\$ 7,643.74	\$ 129,943.58	
<b>SECTION G - DISTRIBUTION MATERIAL ASSEMBLIES</b>						
700	Install: C1-3 FB-Mod tangent crossarm assembly, fiberglass arm	1	EA	\$ 382.18	\$ 382.18	
701	Install: C9-3 FB tangent crossarm assembly, fiberglass arm	63	EA	\$ 382.18	\$ 24,077.34	
702	Install: C7A DA three phase deadend assembly, davit arm	5	EA	\$ 1,528.74	\$ 9,172.44	
703	Install: C7A FB three phase deadend assembly, fiberglass arm	4	EA	\$ 764.38	\$ 3,057.52	
704	Install: C8-1 FB three phase double deadend assembly, fiberglass arm	2	EA	\$ 764.38	\$ 1,528.76	
705	Install: C8-1 DA three phase double deadend assembly, davit arm	11	EA	\$ 764.38	\$ 8,408.18	
706	Install: C8-3 FB three phase double deadend assembly, fiberglass arm	1	EA	\$ 764.38	\$ 764.38	
707	Install: C6.91G three phase corner double deadend assembly, fiberglass arm	2	EA	\$ 764.38	\$ 1,528.76	
708	Install: C6.91G-MOD three phase corner double deadend assembly w/ neutral on arm, fiberglass arm	1	EA	\$ 764.38	\$ 764.38	
709	Install: A5 single phase deadend assembly	2	EA	\$ 382.20	\$ 764.40	
710	Install: A7 FB single phase deadend assembly, fiberglass arm	2	EA	\$ 382.20	\$ 764.40	
711	Install: ADSS tangent assembly	98	EA	\$ 229.31	\$ 22,472.38	
712	Install: ADSS deadend assembly	19	EA	\$ 229.31	\$ 4,356.89	
713	Install: Secondary tangent assembly	4	EA	\$ 229.31	\$ 917.24	
714	Install: Secondary deadend assembly	9	EA	\$ 229.31	\$ 2,063.79	
715	Install: Guy wire assembly	28	EA	\$ 382.18	\$ 10,701.04	
716	Install: Guy anchor assembly	28	EA	\$ 382.18	\$ 10,701.04	
717	Install: UCS-1R three phase cable deadend terminal pole with disconnect switch	4	EA	\$ 2,293.12	\$ 9,172.48	
718	Install: UCS-1R(A) three phase cable tangent terminal pole with disconnect switch	2	EA	\$ 2,293.12	\$ 4,586.24	
<b>SECTION H - DISTRIBUTION STRUCTURES</b>						
800	Framing: 13.8kV, wood, 1-pole, single phase deadend	2	EA	\$ 3,057.50	\$ 6,115.00	
800	Framing: 13.8kV, wood, 1-pole, double deadend structure	1	EA	\$ 3,057.50	\$ 3,057.50	
801	Framing: 13.8kV, wood, 1-pole, corner deadend structure	2	EA	\$ 3,057.50	\$ 6,115.00	
802	Framing: 13.8kV, wood, 1-pole, tangent structure	25	EA	\$ 1,528.74	\$ 39,747.24	
803	Framing: 13.8kV, wood, 1-pole, double circuit tangent structure	6	EA	\$ 4,586.24	\$ 27,517.44	
804	Framing: 13.8kV, wood, 1-pole, double deadend with single phase tap structure	1	EA	\$ 4,586.24	\$ 4,586.24	
805	Framing: 13.8kV, steel, 1-pole, deadend riser structure	4	EA	\$ 4,586.24	\$ 18,344.96	
806	Framing: 13.8kV, steel, 1-pole, deadend riser structure with three phase tap	1	EA	\$ 4,586.24	\$ 4,586.24	
807	Framing: 13.8kV, steel, 1-pole, tangent riser structure	2	EA	\$ 7,643.74	\$ 15,287.48	
808	Framing: 13.8kV, steel, 1-pole, tangent riser structure	2	EA	\$ 4,586.24	\$ 9,172.48	
809	Install: Wood pole, direct embed, <5,000 lbs	45	EA	\$ 1,803.74	\$ 81,168.30	
<b>SECTION I - FOUNDATIONS</b>						
901	Excavation/drilling for foundations, 2.0 ft boring diameter	1.96	CU YD	\$ 122.30	\$ 239.71	
901	Excavation/drilling for foundations, 2.5 ft boring diameter	49.59	CU YD	\$ 122.30	\$ 6,064.86	
902	Excavation/drilling for foundations, 3.0 ft boring diameter	-	CU YD			
903	Excavation/drilling for foundations, 3.5 ft boring diameter	28.84	CU YD	\$ 2,761.00	\$ 79,627.24	
904	Excavation/drilling for foundations, 4.0 ft boring diameter	77.80	CU YD	\$ 2,429.68	\$ 189,029.10	

905	Excavation/drilling for foundations, 4.5 ft boring diameter	123.43	CU YD	\$ 1,987.92	\$ 245,368.97
906	Excavation/drilling for foundations, 5.0 ft boring diameter	-	CU YD		
907	Excavation/drilling for foundations, 5.5 ft boring diameter	-	CU YD		
908	Excavation/drilling for foundations, 6.0 ft boring diameter	183.26	CU YD	\$ 717.86	\$ 131,554.72
909	Excavation/drilling for foundations, 6.5 ft boring diameter	-	CU YD		
910	Excavation/drilling for foundations, 7.0 ft boring diameter	-	CU YD		
911	Excavation/drilling for foundations, 8.0 ft boring diameter	968.08	CU YD	\$ 552.20	\$ 534,571.54
912	Rock adder for excavation/drilling foundations	159.5	CU YD	\$ 993.96	\$ 158,535.62
913	Crushed rock backfill	241.18	CU YD	\$ 71.79	\$ 17,314.31
914	Concrete backfill	1250.65	CU YD	\$ 414.15	\$ 517,956.70
915	Install anchor cage for drilled pier	18	EA	\$ 55.22	\$ 993.96
916	Reinforcing steel, longitudinal bars, #11 bars	84,811	LBS	\$ 0.88	\$ 74,633.94
917	Reinforcing steel, longitudinal bars, #14 bars	21,206	LBS	\$ 0.88	\$ 18,661.10
918	Reinforcing steel, shear ties, #5 bars	43,947	LBS	\$ 0.88	\$ 38,673.52
919	Install longitudinal bars	420	EA	\$ 33.13	\$ 13,914.60
920	Install shear ties	981	EA	\$ 33.13	\$ 32,500.53
<b>SECTION J - CONDUCTOR, OPGW, CABLE, AND CONDUIT</b>					
1000	Install: Conductor, T-2 397.5 kcmil "IBIS" ACSR, 3 phases	4.16	MI	\$ 139,238.26	\$ 579,231.16
1001	Install: OPGW, DNO-13429, 1 wire	4.15	MI	\$ 24,215.36	\$ 100,493.74
1002	Install: Conductor, 336.4 kcmil 18/1 "MERLIN" ACSR, 3 phases	2.84	MI	\$ 96,861.40	\$ 275,086.38
1003	Install: Neutral, 1/0 AWG 6/1 "RAVEN" ACSR, 1 wire	2.84	MI	\$ 29,058.42	\$ 82,525.91
1004	Install: Shield Wire, 7#9 Alumoweld , 1 wire	93.00	FT	\$ 49.32	\$ 4,586.76
1005	Install: Conductor, 1272 kcmil 45/7 "BITTERN" ACSR, 3 phases	330.00	FT	\$ 18.53	\$ 6,114.90
1006	OPGW fiber testing	1	LS	\$ 552.20	\$ 552.20
1007	OPGW fiber splicing	11	EA	\$ 8,380.19	\$ 92,182.09
1008	Install: 96ct. UG Fiber, All Dielectric, Polyethylene Jacket	9107	FT	\$ 1.10	\$ 10,017.70
1009	Install: Conductor, 35KV, 500 CU, 1/C, STR, 100% Insulation, EPR Jacket, CN	56544	FT	\$ 3.59	\$ 202,992.96
1010	Install: Conductor, 15KV, 1/C 750CU, 220mils, (5.59mm), 133% insulation level	5040	FT	\$ 3.70	\$ 18,648.00
1011	Install: 6" HDPE Conduit Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	3527	FT	\$ 72.89	\$ 257,083.03
1012	Install: 3" HDPE Conduit, Sch. 80, Smooth/Smooth, Black w/ Red Stripes, 1130 lb. Polyester Pull Tape -Bored	678	FT	\$ 61.85	\$ 41,934.30
1013	Install: 3" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	6784	FT	\$ 38.65	\$ 262,201.60
1014	Install: 6" HDPE, SDR 13.5, Electrical Conduit, Black w/ Red Stripe -Bored	22820	FT	\$ 49.70	\$ 1,134,154.00
1015	Install: 1x1 Concrete encased duct bank per UA.1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	5.00	EA	\$ 1,656.60	\$ 8,283.00
1015	Install: 1x1 Concrete encased duct bank per UA.1 Assembly - Conduit, 6" PVC, Type EB-35, w/ Belled End, 20' Stick	7.00	EA	\$ 1,214.84	\$ 8,503.88
<b>SECTION K - MATERIAL TRANSFERS AND CONNECTIONS</b>					
1100	Transfer: Existing Street Light	2	EA	\$ 1,528.76	\$ 3,057.52
1101	Transfer: Existing Transformer	1	EA	\$ 3,057.50	\$ 3,057.50
1102	Transfer: Existing wire connections	17	STR	\$ 1,528.74	\$ 25,988.58
1105	Transfer: ADSS, 1 wire	4.15	MI	\$ 5,857.12	\$ 24,307.05
1106	Transfer: Secondary, Duplex/Triplex	0.17	MI	\$ 15,287.47	\$ 2,598.87
1107	Transfer: Underground Riser	5	EA	\$ 3,057.50	\$ 15,287.50
<b>SECTION L - REMOVAL</b>					
1200	Wood, 1-pole, complete removal	75	EA	\$ 1,528.74	\$ 114,655.50
1201	Wood, 1-pole, top and leave existing underbuild	-	EA	\$ 764.38	D
1202	Wire, any size, 1 wire	2.84	MI	\$ 3,228.71	\$ 9,169.54
1203	Wire, any size, 3 wires	2.84	MI	\$ 12,107.67	\$ 34,385.78
1204	Dispose of removed material	1	LS	\$ 68,793.61	\$ 68,793.61
1205	Return removed and unused equipment to Rochelle Municipal Utilities	1	LS	\$ 30,574.94	\$ 30,574.94
<b>SECTION M - MATERIAL PROCUREMENT</b>					
1300	Material Procurement	1	LS	\$ 4,144,704.97	\$ 4,144,704.97
<b>SECTION N - UNDERGROUND ASSEMBLIES</b>					
1400	UCS-1R - 15KV UG 3-PHASE RISER W/ CONCRETE ENCASED GALVANIZED RIGID CONDUIT W/ TERMINATIONS	5	EA	\$ 2,751.74	\$ 13,758.70
1401	UG-FR-1 - FIBER RISER TO SPLIC CAN ON 35KV TERMINAL POLE	7	EA	\$ 917.25	\$ 6,420.75
1402	UG-RD-1 - 35KV PRIMARY DOUBLE RISER W/ TERMINATIONS	7	EA	\$ 4,586.24	\$ 32,103.68
1403	UA.1 - 1X1 6" DUCT BANK	5	EA	\$ 110.44	\$ 552.20
1404	UA.4E - 2X2 CONDUIT ENTRANCE DETAIL	11	EA	\$ 1,104.40	\$ 12,148.40
1405	UE.3 - 6"X14"X7' MANHOLE	1	EA	\$ 37,549.60	\$ 37,549.60
1406	UE.2 - 4"X10"X6' MANHOLE	5	EA	\$ 37,549.60	\$ 187,748.00
1407	US-7L - 7' TALL MANHOLE RACKING ASSEMBLY (LONG WALL)	6	EA	\$ 917.25	\$ 5,503.50
1408	US-7S - 7' TALL MANHOLE RACKING ASSEMBLY (SHORT WALL)	12	EA	\$ 917.25	\$ 11,007.00
1409	UM.W2 - 2X2 90 DEGREE WINGWALL	2	EA	\$ 1,104.40	\$ 2,208.80
1410	UT-SSC - UNDERGROUND CABLE SPLIC STRAIGHT JOINT 35KV 1/C 500 CU CABLE	60	EA	\$ 305.75	\$ 18,345.00
1411	UH4-T - TORPEDO MANHOLE GROUNDING ASSEMBLY	6	EA	\$ 458.62	\$ 2,751.72
1412	US.1 - PRIMARY DEADFRONT SWITCHGEAR PME 11 15KV	1	EA	\$ 1,834.50	\$ 1,834.50
1413	UM6.DB - 15KV DEADBREAK ELBOWS 900A	9	EA	\$ 917.25	\$ 8,255.25
1414	UM6.C2 - 200A INSULATED PROTECTIVE CAP	3	EA	\$ 229.31	\$ 687.93
1415	UH1.4 - SWITCHFUSE GROUNDING ASSEMBLY	1	EA	\$ 229.31	\$ 229.31
1416	UA.1B - 1X1 3" DUCT BANK	7	EA	\$ 110.44	\$ 773.08

Line Construction Cost: \$

11,740,929.51

## 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 Wisconsin

COUNTY OF Winnebago

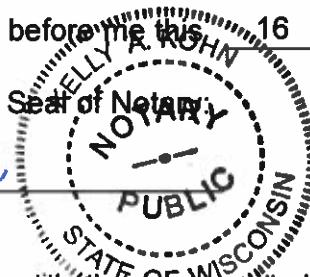
Chris Galm, being first duly sworn, deposes and says that he is President \* (sole owner, partner, president, secretary, etc.) of the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; 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 16 day of December 20 25

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

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**This Bid is submitted by:** Michels Power, Inc

## ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

**Rochelle Municipal Utilities**  
**420 N. 6<sup>th</sup> Street**  
**Rochelle, IL 61068**  
**2200 K002**

- 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.

Addendum No.	Addendum Date
<u>NONE</u>	<u>NONE</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 material (other than steel structures and material expressly included in Construction Package Section 6) for the construction and installation of the Ritchie to Centerpoint project, all as detailed in the Construction Package.

The Contractor shall be required to furnish material and labor, use of tools, and use of their equipment as required for the construction of the project to complete the scope of work.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>Base Bid Price:</b> \$ 11,740,929.51
<b>Allowance:</b> \$150,000
<b>Total Bid Price:</b> \$ 11,890,929.51

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the installation of the Ritchie to Centerpoint project will be substantially completed no later than 03/15/2027 and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before 30 days after completion date of 05/15/2027.
- 6.02 The time for delivery shall be extended for the period of any reasonable delay due to exclusively to causes beyond the control and without the fault of the Bidder, including but not limited to acts of God, fires, strikes, and floods.
- 6.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of Bid Bond, Certified Check or Bank Money Order.
- B. List of Proposed Subcontractors, if applicable.
- C. List of Proposed Suppliers, if applicable.
- D. Non-Collusion Affidavit
- E. This Document, Completed Bid Form Document 00410
- F. Completed Bidder Qualification Form 00420
- G. Any Addenda issued by the Engineer.

## ARTICLE 8 – DEFINED TERMS

8.01 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 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

A Corporation

Corporation Name: Michels Power, Inc

State of Incorporation: Delaware

Type: General Business

(General Business, Professional, Service, Other)

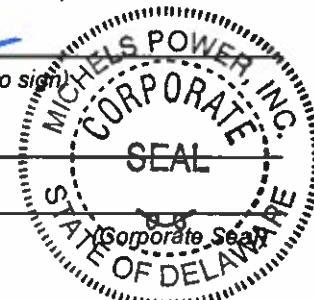
By: 

(Signature – attach evidence of authority to sign)

Name: Chris Galm

(typed or printed)

Title: President



Attest:

 (Signature of Corporate Secretary) Zeb Green - Senior Vice-President

Business Address:

1775 E. Shady Lane

Neenah, WI 54956

Phone:

(920) 720-5200

Email Address:

powerbids@michels.us

Or if Bidder is:

A Limited Liability Company (LLC)

LLC Name:

\_\_\_\_\_

State in which  
organized:

\_\_\_\_\_

By:

(Signature – attach evidence of authority to sign)

Name: (typed or printed)

\_\_\_\_\_

Business Address:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

CONSENT RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
MICHELS POWER, INC.

June 24, 2025

The undersigned, being all of the Directors of MICHELS POWER, INC., a Delaware corporation (the “Corporation”), pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, do hereby consent to the following acts taken without a meeting:

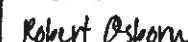
ELECTION OF OFFICERS

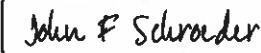
RESOLVED: that the following are elected the officers of the Corporation until the next annual meeting of the Board of Directors, until their respective successors have been elected and have qualified, or until his or her death, resignation or removal:

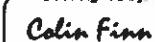
President	Christopher Galm
Chief Operating Officer	Troy Schneider
Vice President, Substation and Inside Wiring	Zebulan T. Green
Vice President, East T&D	Jason Cross
Vice President – Central T&D	Robert Gutschenritter
Vice President – Foundations	Jacob Mielke
Treasurer	Christopher Galm
Secretary	Elizabeth Michels
Assistant Secretary	Jill LaRonge
Assistant Secretary	Eric DeGroot
Assistant Secretary	Amy Diels
Assistant Secretary	Alissa DeWar
Assistant Secretary	Michael Bartell

Dated at Brownsville, Wisconsin, as of the date above written.

DIRECTORS:

Signed by:  
  
Robert C. Osborn  
E0D2F8E207588410

DocuSigned by:  
  
John F. Schroeder  
20FEE65A6164DE

DocuSigned by:  
  
Colin Finn  
F727C888BFD421

## **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 CT Corporaton System, whose address is 208 South La Salle Street, Suite 814, Chicago, IL 60604, 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):

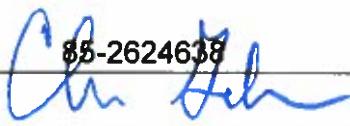
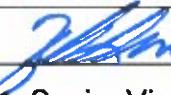
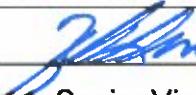
<input type="checkbox"/> Individual	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Partnership	<input type="checkbox"/> Government Entity
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust or Estate
<input type="checkbox"/> Not-for-Profit Corporation	
<input type="checkbox"/> Tax Exempt Organization (IRC 501 (a) only)	

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:	Michels Power, Inc
Federal Taxpayer Identification Number:	85-2624638 
By:	
Title:	Chris Galm President 
By:	
Title:	Zeb Green Senior Vice President 

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

### LINE REFERENCES - OH TRANSMISSION

CUSTOMER	CONTACT	PHONE	EMAIL
Eversource Energy 13 Legends Dr, Hooksett, NH 03106	Carol Burke	603-634-6242	<a href="mailto:carol.burke@eversource.com">carol.burke@eversource.com</a>
Northern Indiana Public Service Company 801 East 86th Avenue Merrillville, IN 46410	John Sobotnik	219-476-8178	<a href="mailto:imsabotnik@nipsource.com">imsabotnik@nipsource.com</a>
PPL Electric Utilities Two North Ninth Street Allentown, PA 18101	Matt Baranoski	484-954-5469	<a href="mailto:mebaranoski@pplweb.com">mebaranoski@pplweb.com</a>

### LINE REFERENCES - OH & UG DISTRIBUTION

CUSTOMER	CONTACT	PHONE	EMAIL
Madison Gas & Electric 133 South Blair Street Madison, WI 53701	Bart Schley	608-622-9417	<a href="mailto:bschley@mge.com">bschley@mge.com</a>
We Energies 231 W. Michigan Street Milwaukee, WI 53203	Brenda Gunnink	608-751-2563	<a href="mailto:Brenda.Gunnink@wecenergygroup.com">Brenda.Gunnink@wecenergygroup.com</a>
Wisconsin Public Service 700 North Adams Street Green Bay, WI 54307	Steve Schott Jason Linzmaier	920-660-8589 920-841-5441	<a href="mailto:SMSchott@wisconsinpublicservice.com">SMSchott@wisconsinpublicservice.com</a> <a href="mailto:JRLinzmaier@wisconsinpublicservice.com">JRLinzmaier@wisconsinpublicservice.com</a>

## DISTRIBUTION PROJECTS

PROJECT INFORMATION		LOCATION	CUSTOMER	CONTRACT	START	COMPLETE
<b>Underground, Overhead, and Engineering</b>	<b>Construction</b>	Wisconsin and Iowa	Alliant Energy	Approximately \$25,000,000 annually	2008	present
Michels designs a project from a scope of work and then constructs the project ultimately handing in an as-built copy of the work order. This cradle to grave process has rendered a product for Alliant Energy that has created major efficiencies and cost savings.						
<b>Electric Distribution Services Contract</b>	—Originally, Michels was awarded a five year unit contract for overhead and underground distribution work, including pole replacements, new construction, rebuild, maintenance and storm restoration. Today, we continue to perform various distribution maintenance work.	WI, MN, ND, SD	Xcel Energy	Approximately \$12,000,000 annually	Apr-14	present
<b>Overhead Distribution Contractor of Choice Contract</b>	—Currently, Michels has a four year agreement to complete overhead distribution projects, either on a planned or an emergent basis. Work includes the installation of poles, transformers, switches, conductors, aerial cable, capacitor banks, hardware, and the performance of all associated work. Awards can be made directly or through competitive bidding and can be completed on the basis of F&E rates, unit prices or lump sum bid amount.	Illinois	ComEd	Approximately \$10,000,000 annually	Jan-21	present
<b>NICTD Double Track DT-1</b>	—Michels Power has been contracted to replace 34 distribution 55' poles and relocate a distribution line near the South Shore NICTD double circuit track.	Michigan City, IN	Meade for NIPSCO	\$ 816,776.00	Apr-22	present
<b>Power Plant Substation Generator Transformer Upgrades</b>	—Michels Power is responsible for procuring the material and for rebuilding a 3-phase distribution line including the replacement of 14 poles, 5 GOABS and seven risers. In addition, we will install 400' of new 3-phase line.	Rochelle, IL	Tri-City Electric for Rochelle Municipal Utilities	\$ 417,313.00	Jun-22	present
<b>Y Order Distribution Poles</b>	—Michels is contacted to replace wood distribution poles in Central Hudson's Kingston Division on both a units basis as well as time and equipment.	New York	Central Hudson	varies by WO	Sep-19	present
<b>Mills Mansion Old Post Road Rebuild/Conversion &amp; Circuit 5023 Reconductor</b>	—Michels Power is installed a new distribution line and removed old line along the railroad tracks. This required the removal of one mile of 3-phase line, 40 poles and the installation of 30 new poles.	Hyde Park & New Paltz, NY	Central Hudson Gas & Electric	\$ 805,297.00	Feb-22	Mar-22
<b>Elwyn D23 B02 Reconductor</b>	—Michels' crews replaced nine poles and reconducted 1.5 miles of 3-phases 23kV conductor. The wire work was completed using hot stick methods.	Pittsburgh, PA	DUQUESNE LIGHT COMPANY	\$ 648,290.00	Aug-21	Jan-22
<b>Baxter Solar Projects J867076 &amp; J867082</b>	—Michels was responsible for the reconductor of 3-phase lines and installation of poles for a solar interconnection, which included 22 pole replacements and an underground section of line.	New Windsor, NY	Central Hudson Gas & Electric	\$ 252,426.00	Nov-21	Nov-21
<b>Liberty Division Work</b>	—Michels bids and constructs a variety of distribution work orders on a lump sum basis.	Liberty, NY	New York State Electric & Gas Corporation (NYSEG)	varies by WO	Nov-18	Oct-21
<b>Maybrook Road</b>	—This project involved reconductoring work to support the installation of a new Solar Facility in Hamptonsburg, NY. Michels' work involved 51 spans of new primary, secondary, and/or neutral wires, three new pole installations and the replacement of 23 poles. Traffic control was also our responsibility.	Hamptonsburg, NY	Central Hudson Gas & Electric	\$ 357,400.00	Sep-21	Oct-21
<b>Quad Cities Reflect Poles</b>	—Michels Power was recently awarded the replacement of 208 distribution poles, throughout the Quad Cities area, under multiple work orders. Our work includes replacing poles and transformers as well as installing secondary to make transformers road accessible and installing animal protection.	LeClaire & Davenport, IA	MidAmerican Energy	\$ 650,000.00	Mar-21	Aug-21
<b>Mattie Road Overhead to Underground Rebuild</b>	—Michels removed 4.4 miles of line, including 80 wood poles. Our crews installed approximately five miles of single phase #1 AL primary cable, 3.8 miles in 2" conduit, five wood poles and 14 backyard equipment poles.	Minocqua, WI	WE Energies	\$ 508,643.00	Sep-20	May-21
<b>Kelly Lake URD Part 2</b>	—Michels installed 14,646' of 1-phase #1 AL primary cable, approximately 11,088' installed in 2" conduit, 4,979' of secondary cable, 3,696' installed in 3" conduit, 2,250' of service wire for 18 overhead to underground services, six 1-phase junction enclosures, 24 single phase padmount transformers, three fuse pads, 32 secondary pedestals, one test station, and eight fault indicators.	Spruce, WI	WE Energies	\$ 251,500.00	Mar-21	May-21
<b>Stevens Point CTH D Rebuild</b>	—Under this PO, Michels Power rebuilt overhead distribution lines to underground. Underground work included the installation of 2,320' direct buried 1-phase, 5,445' single phase primary in 2" conduit, 7,655' direct buried 3 phase, 2,210' of 3-phase primary in 4" conduit and 9,480' of direct buried 3-phase primary. In relation to the overhead work, Michels removed 90 poles and fours spans of line, installation included 15 poles, 250' of 1-phase and 4,16' of 3-phase ACSR.	Pine Grove, WI	WE Energies	\$ 598,132.00	Oct-20	Dec-20
<b>Eagle River OH to UG Rebuild</b>	—This project required Michels to install approximately 14.8 miles of primary cable, the majority of which was installed in 2" conduit, upgrade 72 services from overhead to underground, install 13 poles and 0.14 miles of overhead line. The removal include 12 spans of line, 252 poles and 76 transformers.	Eagle River, WI	WE Energies	\$ 1,425,877.00	Aug-20	Dec-20
<b>Medford Pole Replacement Phase 3</b>	—This contract included the replacement of approximately 191 poles. Michels needed to schedule some poles around woodpecker nesting woodpeckers season.	Medford, OR	PacifiCorp	\$ 400,000.00	Aug-20	Dec-20
<b>Aeneas Valley Distribution Replacement</b>	—Michels was responsible for the replacement of 33 distribution poles in the Aeneas Valley.	Tonasket, WA	Okanogan County PUD No. 1	\$ 170,000.00	Aug-20	Dec-20
<b>OSM05E Pole Replacement</b>	—Michels was responsible for distribution pole changeouts and various work orders based on unit pricing.	Country Club Hills, IL	ComEd	\$ 845,000.00	Jun-20	Dec-20
<b>3M Primary Extension, WR2835897 &amp; WR2835998</b>	—Michels installed new overhead and underground 3-phase primary extensions to feed a new service to 3M. Our crews replaced 3-phase poles due to deterioration and replaced fusing for proper fuse coordination.	Cordova, IL	MidAmerican Energy	\$ 85,000.00	Aug-20	Oct-20

## DISTRIBUTION PROJECTS

PROJECT INFORMATION	LOCATION	CUSTOMER	CONTRACT	START	COMPLETE
<b>DR-211 Clever 12kV Tie Line on Barnett Road</b> —The line work included the removal, restringing, and installation of 119 poles of various size and class. The existing conductor and neutral, for existing circuit 3373, was replaced with approximately 4.8 miles of 12kV 556 AAC and 4/0 ACSR neutral for the new circuit. The existing 10kVA, 15kVA and 25kVA was replaced with new transformers provided by the owner. This work was performed energized to minimize customer outages.	Clever, MO	Liberty Utilities	\$ 498,000.00	Jun-20	Oct-20
<b>Wadsworth 7560 Recondutor</b> —Michels' contract included reconductoring feeder along FM2031 including rebuilding the existing 12.47kV 3-phase line for 3.6 miles. The new line was constructed with ductile iron poles.	Bay City, TX	American Electric Power	\$ 1,103,000.00	Apr-20	Sep-20
<b>Glenstone MRE Sections 1-6</b> —Michels was responsible for make ready work for the install of fiber communication line due to future county road improvements.	Springfield, MO	Board of Public Utilities of the City of Springfield, MO	\$ 823,087.00	Jun-20	Jul-20
<b>Nichols MRE Section 3</b> —Under this agreement, Michels completed the make ready work for the installation of a fiber communication line.	Springfield, MO	Board of Public Utilities of the City of Springfield, MO	\$ 850,188.35	Jun-20	Jul-20
<b>Chestnut Expressway Whiteway Lighting Installation</b> —Michels was responsible for furnishing labor, equipment, and incidentals to perform overhead electric line consisting of installing conductor, breakaway bases, poles, arms, luminaires, whiteway controllers, and photocells for a new whiteway lighting circuit along Chestnut Expressway. The conduit and bolts for the bases have already been installed. This project occurs inside the ROW of a state highway.	Springfield, MO	Board of Public Utilities of the City of Springfield, MO	\$ 108,003.00	Jun-20	Jul-20
<b>Fiber Installation</b> —Michels provided labor and equipment to install owner-furnished overhead electrical distribution system material within the gateway to the Boundary Waters Canoe Area Wilderness (BWCAW). Our crews installed 8,500 feet of 1/16" EHS fiber messenger wire and 2,500 feet of secondary triple/quadruplex conductor.	Ely, MN	City of Ely, MN	\$ 176,450.00	Jun-20	Jul-20
<b>Rock Falls Substation Upgrades</b> —Michels rebuilt a line into the new Substation A requiring the installation of 14 distribution poles.	Rock Falls	Tri-City Electric for City of Rock Falls	\$ 426,141.00	Mar-20	Jun-20
<b>State Highway 80/82 Overhead Rebuild</b> —Michels replaced 13 3-phase distribution poles and retired the underbuild.	Elyroy, WI	Elyroy Electric Utility	\$ 92,977.00	Mar-20	Apr-20
<b>QC II Rain Lot &amp; Eagle Ridge Road</b> —For QC II, Michels installed seven 45' 3-pole structures, installed 6" HDPE conduit, pulled 750 URD cable and terminated. Additionally, crews installed two new switches, removed existing poles/switches and replaced 11 poles and transferred services. At Eagle Ridge Road, Michels was tasked with replacing one pole, eight spans of 3-phase and installing 1300' of 750 cable and terminating.	Rock Island, IL	MidAmerican Energy	\$ 450,000.00	Feb-20	Mar-20
<b>Green Valley Dairy Line Extension</b> —Michels built a 3.5 mile, 3-phase 34.5kV line extension to support Green Valley Dairy Operations Expansion, which required crews to install 157 400' 336 ACSR, 19 100' 310 ACSR, 80 poles and two overhead transformers, 530 & Oso Loop Road as well as installed five miles of 39' ACSR conductor.	Green Valley, WI	WE Energies	\$ 205,055.00	Jan-20	Mar-20
<b>Arlington to Oso Recondutor</b> —Michels replaced approximately 150 wood, ductile iron and fiberglass distribution poles along State Route 530 & Oso Loop Road as well as installed five miles of 39' ACSR conductor.	Arlington, WA	Snohomish County PUD No. 1	\$ 2,626,464.00	Jul-19	Mar-20
<b>CTH D Electrical Improvements</b> —This contract included the relocation of 18 existing poles along CTH D from West Main St/STH 23 to approximately 200 feet north of the Black Bridge Nature Trail along with associated guy wire installation, power line installation and/or transfer. Additional work included removal of the existing poles, tree removal, traffic control, and erosion control.	Princeton, WI	City of Princeton	\$ 117,000.00	Jan-20	Jan-20
<b>Marathon Line Rebuild</b> —Michels built a new 25kV feeder line consisting of approximately 21 miles of 4/0 AAC 3-phase with a 1/0 AAC neutral which required the removal of approximately 2.5 miles of existing overhead line.	Marathon, TX	American Electric Power	\$ 1,765,429.00	Jul-19	Oct-19
<b>Lake Oswego Recondutor</b> —This project consisted of two sections. In the first section, Michels replaced 17 distribution poles and 1/2 miles of overhead recondutor with 795 AAC tree wire along Oregon Highway 43 in addition to 1/2 mile of underground 750 kcmil AL cable. The second section included the replacement of 25 single and double circuit distribution poles and one mile of single circuit 795 AAC tree wire.	Lake Oswego, OR	Portland General Electric	\$ 759,000.00	Aug-19	Oct-19
<b>Western MA DG Projects</b> —Michels worked on multiple work orders in the towns of Greenfield, Savoy and Windsor completing various distribution maintenance work on a time and equipment basis. Work included pole replacements, reconductoring, replacing crossarms, etc.	Greenfield, Savoy, Windsor, MA	Eversource Energy	\$ 345,000.00	Nov-18	Dec-18
<b>Cotton School Project</b> —Michels installed 95 new poles, replaced 58 poles (18 of which were double circuit), installed 4.5 miles of new 556 AL, 1.5 miles of new 336 AL, two new cap banks and replaced one cap bank. Michels was also responsible for converting 12 transformers to dual voltage and two taps to 23.9kV and replacing one reclosure.	Humbird, WI	Xcel Energy	\$ 459,000.00	May-18	Nov-18
<b>Clemson Island Distribution Rebuild</b> —Originally, Michels was contracted for the replacement of 14 existing distribution poles and re-attaching the existing conductor to the new poles on Clemson Island. However, due to outages scheduling issues, the project was canceled by the Owner.	Duncannon, PA	PPL Electric Utilities	\$ 17,000.00	Sep-18	Oct-18
<b>Loxahatchee Rebuild</b> —Michels crews rebuilt approximately 1.5 miles of existing overhead distribution line. The contract also included directional boring under 230kV transmission lines from Indiantown-Ranch to Pratt & Whitney-Ranch.	Loxahatchee, FL	Florida Power & Light	\$ 486,000.00	Jun-18	Aug-18
<b>Indian River</b> —Under four work requests (WRs), Michels replaced distribution poles (95 concrete and 97 wood). One of the WRs involved an FEC railroad crossing requiring Michels to enlist an FEC flagging subcontractor for traffic control. The fifth WR required underground boring, installing cabling and riser transfers.	Titusville, FL	Florida Power & Light	\$ 2,562,000.00	Jan-18	May-18
<b>Avocado Bundle</b> —This contract consisted of four work requests (WRs) where Michels installed 260 poles, replaced facilities and reconductored approximately 1400' of feeder with the remainder of the conductor transferred.	Miami, FL	Florida Power & Light	\$ 2,305,000.00	Nov-17	Mar-18

## DISTRIBUTION PROJECTS

PROJECT INFORMATION		LOCATION	CUSTOMER	CONTRACT	START	COMPLETE
RIT Solar Plant	—Michels was contracted to purchase material and provide construction services for the installation of a 12.5kV underbuild feed at the Suncommun RIT Solar Plant.	Rochester, NY	Schuler-Haas Electric Corporation	\$ 200,000.00	Nov-17	Dec-17
2017 Pole Replacements	—As the result of an OS/DOE inspection, Michels replaced 57 deteriorated distribution poles and installed two new poles in the Tavernier District. The work was performed on both energized and de-energized facilities.	Matecumbe to Key Largo, FL Michigan	Florida Keys Electric Cooperative (FEC) Consumers Energy	\$ 1,781,817.00 \$ 675,946.00	Aug-17 Jun-17	Dec-17
Southwest Units	—This was a unit contract for overhead and underground distribution including street lights, pole replacements, new construction, rebuilds, and maintenance and storm restoration. Michels worked under multiple work orders, and in some cases worked on a time and equipment basis.	Boca Raton	Florida Power & Light	\$ 5,096,000.00	Jul-17	Nov-17
Boca Raton	—Michels performed distribution hardening work on five work requests in the vicinity of Palmetto Park Road in Boca Raton. A total of 21 poles were installed, 66 wood and 145 concrete, while Michels' crews reconducted or approximately 16,700' to 3# 568 ACAR and 3/0 neutral.	Boca Raton, FL	Florida Power & Light	\$ 1,743,312.00	Mar-17	Sep-17
Orange Avenue	—Michels installed 269 poles, both wood and concrete, and reconducted 27,800' of 3# 568 ACAR and 3/0 neutral. Michels crews were also responsible for six riser transfers.	Fort Pierce, FL	Florida Power & Light	\$ 628,385.00	Apr-17	Jun-17
Fort Pierce Maintenance	—Michels performed distribution maintenance on three work requests (WR) in Fort Pierce and one WR in Okeechobee. The work included pole replacements, insulators, grounding, guy wires, replacing/transferring conductor, jumper work and other miscellaneous overhead distribution maintenance.	Florida	Florida Power & Light	\$ 430,000.00	May-17	Jul-17
Distribution Automated Feeder Switches (AFS) West Project	—Michels was awarded this contract for distribution overhead and incidental underground work on the west coast of Florida. Work was released under multiple Work Requests (WR) requiring approximately 175 manhours and involving pole change outs with addition to switch replacements. The completed installation of AFS switches consisted of two basic phases, the field installation of the switch addition by Michels crews and the software operational setup conducted by FPL technicians.	Fort Pierce and Okeechobee, FL	Florida Power & Light	\$ 220,000.00	Apr-17	Apr-17
Distribution Reconstruction Phase 1	—Michels crews constructed one mile of 50% overhead and 50% underground distribution.	Waterloo, WI	Waterloo Utilities	\$ 1,940,000.00	Jun-16	Mar-17
Electrical Distribution System & Pole Replacement	—Project 1 was for the replacement of approximately 607 distribution poles, including 507 reject poles (rotten poles) throughout Keys 13.8kV system along with 100 new poles associated with a new line. Project 2 entailed the reconductoring of approximately one mile of 13.8kV distribution in Stock Island Key and replacement of 14 poles while the line was energized.	Key West, FL	Keys Energy Services	\$ 99,000.00	Jan-17	Mar-17
River Trail Service Distribution	—Michels installed interim service lines consisting of approximately 0.15 miles of two parallel 13.8kV double-circuit, 3-phase, overhead distribution lines with each pole structure. The second component of the project, a temporary power line, consisted of installing approximately 450' of 13.8kV single-circuit, 3-phase, overhead distribution line consisting of five single pole structures with each pole.	The Dalles, OR	Northern Wasco County PUD	\$ 12,000,000.00	Mar-14	Feb-17
Northeastern Zone Distribution Services	—Michels was awarded a three year unit contract for overhead and underground distribution including street lights, pole replacements, new construction, rebuilds, maintenance and storm restoration in MI.	Michigan	Consumers Energy	\$ 3,228,287.00	Nov-15	Mar-17
Pole Replacements and Fiber Installation	—This project entailed the initialization of 144- and 48-count ADSS fiber and underground backbone feeder installation, multiple bad order distribution pole change outs on Lopez, San Juan and Orcas Islands.	Lopez, Orcas, and San Juan Islands, WA	Orcas Power & Light Cooperative	\$ 1,781,817.00	Jun-14	Dec-16
L-780 2006 13.8kV Electrical Distribution System Upgrade	—Michels built three miles of double circuit 566 distribution and reconducted five miles. Work also included pole change outs to re-route Circuit 5 and 7 as well as substation ties. There were a total of eight miles of 36- and 144-count fiber installed. Michels crews also installed three 7x12 vaults and reconducted a 750 MCM underground feeder.	Hanford, WA	Mission Support Alliance	\$ 847,482.00	Aug-15	Nov-15
Distribution Line Construction	—Michels Power was contracted to construct multiple overhead distribution projects consisting of mainly 3-phase 12.47/7.2kV overhead line construction and some single phase 7.2kV which included both construction and retirement.	Minnesota	People's Cooperative Services	Units and T&E	2009	2015
York Feeder Upgrade	—This was a rebuild of an existing 3-phase single circuit power line to a 3-phase double circuit line approximately 2.5 miles. The project also included building a new underground 3-phase single circuit power line, approximately one mile, with four 3-phase underground circuits approximately a quarter mile in length.	Bethel, WA	Snohomish County PUD No 1	\$ 320,000.00	Sep-15	Oct-15
Manysville 12kV Relocate	—Michels installed two new poles and transferred 1,050' of line to underground. Crews worked the night shift due to traffic concerns.	Harrisburg, PA	PPL Electric Utilities	\$ 456,000.00	Jan-14	Jun-14
Parallel to Bendale Jet. 34kV/12kV OH Line Rebuild on E-7 Highway	—Under this contract Michels rebuilt 3.5 miles of overhead 34kV with 12kV underbuild, removing 54 poles and installing 57 poles. In addition, Michels crews upgraded three transformers, installed 15 cutouts and one 12kV GOA8 switch.	Atchison, KS	Westar Energy	\$ 229,000.00	Jan-14	Apr-14
Iowa Army 2.4kV Line Extension	—Michels replaced 28 existing electrical poles and all pole hardware on the existing 3,600' of 13.5kV electrical line. Then, crews installed a new 2.4kV extension line under the existing 13.5kV line from Building 4-83 down to the TR1 feeder line across from the Laundry Building 500-125.	Middletown, IA	American Ordinance	\$ 78,000.00	May-13	Jul-13



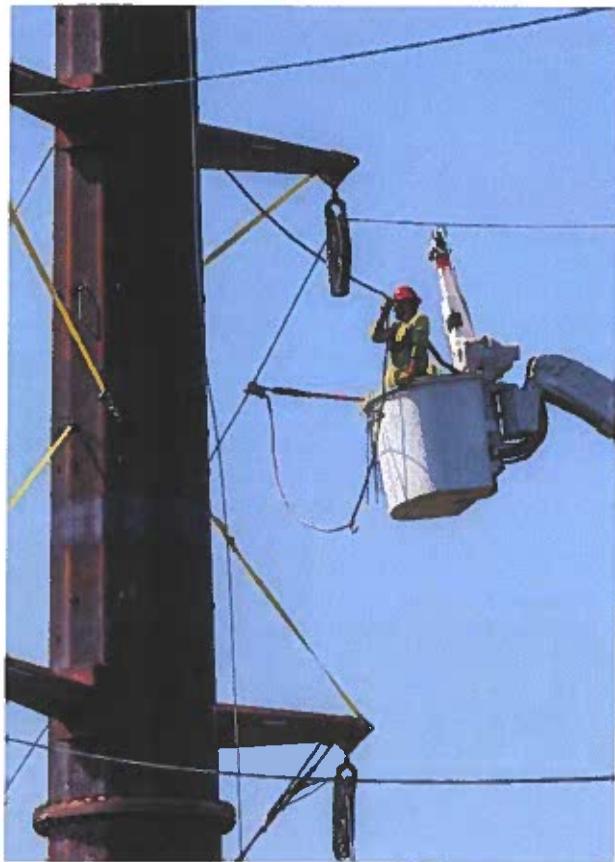
POWER GRID SOLUTIONS

WE DO THAT ... & MORE

## Building connections between generation facilities and end-users

Michels Power, Inc. supports America's electrical and communication backbone by delivering comprehensive overhead and underground construction services for 69kV to 765kV electric utility systems and fiber networks. We have a team of skilled project management and construction management leaders, experienced field construction resources and an enviable equipment fleet strong enough to build transmission and distribution power lines, electrical substations and communication systems from coast to coast. Michels offers EPC contracts on significant power projects involving all the services we provide.

[www.Michels.us](http://www.Michels.us)



## TRANSMISSION

Michels Power has built tens of thousands of miles of 69kV to 765kV lines to move electrical power from generation facilities to substations.

### **Our transmission line construction capabilities include:**

- Overhead and underground facilities
- New, rebuild and relocation construction
- Maintenance
- Structure/tower assembly and erection
- Reconductoring
- Barehand live line and hot sticking work
- Structural Concrete

## DISTRIBUTION

Michels Power has significant experience installing, converting, upgrading and removing electrical distribution networks.

### **Our distribution construction capabilities include:**

- Overhead and underground
- New construction and rebuilds
- Voltage conversions
- Pole replacement programs

## RENEWABLE ENERGY

Michels Power installs overhead and underground medium-voltage collection systems, overhead and underground transmission lines, substations, switchyards, Interconnects and battery storage for wind and solar.

## SUBSTATIONS AND INSIDE WIRING

Michels Power has delivered hundreds of stations across the country, from turnkey greenfield installations to complex, outage driven brownfield rebuilds. Our expertise includes oil and gas facilities and heavy industrial projects.

### **Our substation capabilities include:**

- Stations up to 500kV
- Site work
- High security fences
- Transformer transportation and logistics
- HVDC transmission
- Testing and commissioning
- SCADA
- Heavy industrial



## FOUNDATIONS

Michels Power foundations crews support our partners by building foundations for transmission and substation projects from coast to coast. We work directly with energy companies and as a subcontractor to general contractors.

### Our foundations capabilities include:

- Direct embed
- Drilled shafts/caissons
- Grillages
- Micropiles
- Helical piers
- Driven piles
- Auger-cast piles

## LIVE LINE UPGRADES AND REPAIRS

Michels Power invests in the training, certification and specialized equipment needed to safely and efficiently maintain and repair critical high-voltage lines up to 500kV without outages.

### Our energized line capabilities include:

- Barehand work
- Hot sticking
- Mechanical arms

## UNDERGROUND LINE AND CABLE

Michels Power is an industry leader in the construction of coaxial, underground distribution, underground transmission, civil construction, and fiber optic cable networks and data centers. We are 100-percent self-sufficient in planning, designing, installing, and delivering completed projects in residential, business, metropolitan and rural areas.

### Our underground line and cable capabilities include:

- Directional drilling
- Trenching
- On-rail and conventional plowing
- Utility manholes and conduits
- Cable pulling and blowing
- Splicing, testing and cutovers
- Data center duct banks



## EMERGENCY AND STORM RESPONSE



Michels Power, crews and equipment are quickly deployed whenever and wherever needed to restore damaged networks safely and systematically.

Pre-negotiated contracts allow our crews to get to work quickly.

**Storm Hotline: 855.322.3922**

## We Do That

Transmission lines  
Distribution lines  
Substations  
Communication networks  
Renewable energy

## ... & More

Access roads  
Emergency & energy response  
Foundations  
GIS  
Helicopters & drones  
Horizontal directional drilling,  
Direct Pipe & microtunneling  
Joint installations  
Live line upgrades & repairs  
Matting  
Rail plowing  
Site clearing  
Slip stabilization  
Work pads



WE DO THAT ... & MORE

## Distribution networks

Did you know Michels constructs and maintains natural gas distribution systems and duct bank networks throughout the United States? We are equipped for work in urban and rural areas.



### Center to Grand Forks

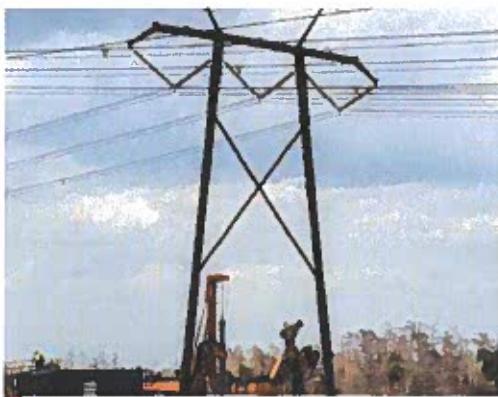
*North Dakota*  
2012-2014

- 250 miles of new 345kV AC line between two existing substations
- 1,334 steel structures
- Direct embed and drilled foundations
- Extreme temperatures

### Raccoon Trail 345kV Switchyard

*Waukeee, Iowa*  
2018-2019

- Engineered, procured and constructed 345kV switchyard 768 piers
- 67,000 feet of conduit
- 60,000 feet of ground grid
- 3,000 feet of cable trench
- 395,000 feet of control and power cable
- All above-grade equipment



### 500kV Rebuild Phase D

*Southern Florida*  
2019-2020

- 642 drilled shafts from Loxahatchee to Indiantown, FL
- 5½ to 6½ feet in diameter
- 35 feet deep
- All drilled under slurry
- All drilled under energized 500kV lines

### Moses-Adirondack Smart Path

**Reliability Project**  
*Upstate New York*  
2020-2023

- 86 miles of two existing H-frame circuits from Massena and Croghan, NY
- 389 foundations
- 407 direct embedments
- 776 new structures
- 12 hard outages

**MICHELS®**  
POWER, INC.

[www.Michels.us](http://www.Michels.us)

An overview of the collective strength of the **MICHELS®** Family of Companies



8,000 people  
strong



18,000 pieces  
of equipment

1959

founded in



50+ locations  
globally



ENR's Top 400  
Contractor's List

Visit our website to learn more about our power solutions.

**BID BOND**

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

**BIDDER (Name and Address):**

Michels Power, Inc.  
1775 E. Shady Lane  
Neenah, WI 54956

**SURETY (Name and Address of Principal Place of Business):**

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

**OWNER (Name and Address):** **Rochelle Municipal Utilities**  
**420 N. 6<sup>th</sup> Street**  
**Rochelle, IL 61068****BID**

Bid Due Date: **December 18, 2025**

Project: **Ritchie to Centerpoint Installation Contract**  
**City of Rochelle, IL**

**BOND**

Bond Number: Bid Bond

Date (Not later than Bid due date): December 10, 2025

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

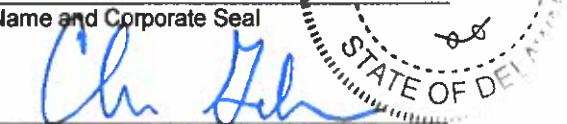
Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

Michels Power, Inc.

Bidder's Name and Corporate Seal

By:



*Chris Galvin*  
Signature and Title  
President

Attest:

*Zeb Green*  
Signature and Title  
Sr. Vice President

**SURETY**

Liberty Mutual Insurance Company

Surety's Name and Corporate Seal

By:

*Haley Pleg*  
Signature and Title: Haley Pleg, Attorney-In-Fact  
(Attach Power of Attorney)

Attest:

*Bill Boz*  
Signature and Title: Witness



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

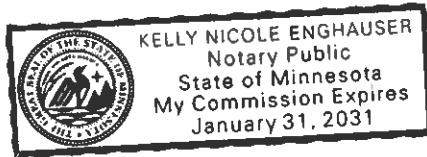
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted 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, and
  - 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, or
  - 3.2. All Bids are rejected by Owner, or
  - 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.

# Surety Acknowledgment

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State of Minnesota }  
{} ss.  
County of Hennepin }

On this 10th day of December, 2025, before me personally came Haley Pflug, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.



Kelly Nicole  
Notary Public



## POWER OF ATTORNEY

Certificate No: 8213516-190003

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Charles Draper; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedtel; Jessica Hecker; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer; Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company



By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 27th day of March, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2025.



By:   
Renee C. Llewellyn, Assistant Secretary

## Agreement

THIS AGREEMENT is by and between

**Rochelle Municipal Utilities**

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

("Buyer") and

**Michels Power, Inc**

("Contractor")

Buyer and Contractor hereby agree as follows:

### **ARTICLE 1 – GOODS AND SPECIAL SERVICES**

- 1.01 Contractor shall furnish the Goods and Special Services as specified or indicated in the Contract Documents.

### **ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Goods and Special Services may be the whole or only a part, is identified as follows: Ritchie to Centerpoint Installation Contract.

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 Contract Documents for the Goods and Special Services have been prepared by BHMG Engineers, Inc. ("Engineer"), which is to act as Buyer's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with Contractor's furnishing of Goods and Special Services.

### **ARTICLE 4 – POINT OF DESTINATION**

- 4.01 The Point of Destination will be determined, but will be deliverable to Rochelle, Illinois.

## ARTICLE 5 – CONTRACT TIMES

### 5.01 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.

### 5.02 Days to Achieve Substantial Completion and Final Payment

- A. The Work will be substantially completed on or before 03/15/2027, completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 05/15/2027.

### 5.03 Liquidated Damages

- A. No liquidated damages.

## ARTICLE 6 – CONTRACT PRICE

### 6.01 Buyer 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 6.01.A, 6.01.B, and 6.01.C below:

- A. A Lump Sum of: \$ \_\_\_\_\_

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

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

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

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

## **ARTICLE 7 – PAYMENT PROCEDURES**

### **7.01 Submittal and Processing of Payment**

- A. Contractor shall submit Applications for Payment in accordance with Article 10 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### **7.02 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 before the first (1st) day 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 (and in the case of Unit Price Work based on the number of units completed) 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.
  2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% 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.

### **7.03 Final Payment**

- A. Upon receipt of the final Application for Payment accompanied by Engineer's recommendation of payment, Buyer shall pay Contractor the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages.

## **ARTICLE 8 – INTEREST**

*NOT USED*

## **ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS**

**9.01** 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 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 10 – CONTRACT DOCUMENTS**

### **10.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Exhibits to this Agreement
    - a. Contractor's Bid
    - b. Documentation submitted by Contractor prior to Notice of Award
  - 3. Performance Bond
  - 4. Specifications as listed in Construction Package
  - 5. Appendix 1 – Bid Units
  - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    - a. Notice to Proceed
    - b. Work Change Directives
    - c. Change Order(s).

- B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 11 – MISCELLANEOUS

### 11.01 Terms

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

### 11.02 Assignment of Contract

- A. No other assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound. 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 Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 11.03 Successors and Assigns

- A. Buyer 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.

### 11.04 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 Buyer and Contractor. 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.

#### 11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
  2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Buyer, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition.
  3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
  4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 11.06 Limitations

- A. Buyer and Contractor waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Contract. Upon assignment the terms of this Paragraph 11.06.A shall be binding upon the assignee with respect to Contractor and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification, (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

- B. Upon assignment the terms of this Paragraph 11.06.B shall be binding upon both the assignor and assignee with respect to Contractor's liability, and upon Contractor with respect to both assignor's and assignee's liabilities. The terms of this mutual limitation do not apply to or limit any claim by either Buyer or Contractor against the other based on any of the following: (a) contribution or indemnification with respect to third-party claims, losses, and damages; (b) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (c) intentional or reckless wrongful conduct, or (d) rights conferred by any bond provided by Contractor under this Contract.

IN WITNESS WHEREOF, Buyer and Contractor have signed this Agreement. Counterparts have been delivered to Buyer and Contractor. All portions of the Contract Documents have been signed or identified by Buyer and Contractor or on their behalf.

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

BUYER:

Rochelle Municipal Utilities

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

[CORPORATE SEAL]

Attest:

Address for giving notices:

Rochelle Municipal Utilities

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

Rochelle, IL 61068

(If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Buyer-Contractor Agreement.)

Designated Representative:

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

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

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

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

CONTRACTOR:

Michels Power, Inc

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

Chris Galm, President

[CORPORATE SEAL]

Attest:

Zeb Green, Senior Vice President

Address for giving notices:

Michels Power, Inc

1775 E. Shady Lane

Neenah, WI 54956

Agent for service of process:

C T Corporation System

208 South LaSalle Street, Suite 84

Chicago, IL 60604

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

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

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

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

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

## Payment Bond

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

CONTRACTOR (Name and Address)

SURETY (Name and Address of Principal Place of Business)

BUYER

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

CONTRACT

Date:  
Amount:  
Description:  
(Name and location)

BOND

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

Modifications on this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title

(Signatures for additional parties, if required.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Seal)

(Seal)

Signature:

Surety's Name and Corporate Seal

Name and Title:

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title  
(Attach Power of Attorney)

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractor

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

- 15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<b>FOR INFORMATION ONLY –</b>
<b>Name, Address and Telephone:</b>
<b>Surety Agency or Broker:</b>
<b>Owner's Representative (engineer or other party):</b>



## Subcontractors

Michels Power intends to use the following subcontractors, where required.

- **Sterling – Matting**  
501 E 151<sup>st</sup> Street  
Phoenix, IL 60426  
708-388-2223
- **Utility Dynamics Corporation - Underground**  
23 Commerce Drive  
Oswego, IL 60543  
630-554-1722
- **Inserv – Hydrovac**  
514 E Marion St  
Mishawaka, IN 46545  
574-968-0372
- **High Voltage Electric – OPGW and testing**  
102 North Fifth Ave  
St. Charles, IL 60174  
630-584-2485
- **Aldridge – Foundations**  
844 East Rockland Rd  
Libertyville, IL 60048  
847-680-5200



Suppliers

Michels Power intends to use the following suppliers, where required.

- **Border States – Electrical Supply**

4444 W Ferdinand St  
Chicago, IL 60624  
312-421-2300